** Revised **

Regular Meeting of the Artesia City Council
City Council Chambers
18747 Clarkdale Avenue
Artesia, CA 90701
(562) 865-6262

You may view this meeting live over the internet at
https://ca-artesia2.civicplus.com/241/City-Council-Meetings-Video

Monday, November 10, 2025
7:00 p.m.

1. CALL TO ORDER

1.A. Call to Order

2. ROLL CALL

2.A. Roll Call

3. INVOCATION

3.A. Invocation

— Pandit Vinod Dave, Hindu Priest

4. PLEDGE OF ALLEGIANCE

4.A. Pledge of Allegiance

5. PUBLIC COMMENTS

This is the portion of the meeting set aside to invite public comments regarding any matter within the subject matter jurisdiction of the City Council. Public comments may also be submitted by email at publiccomments@cityofartesia.us before 12:00 p.m. on the date of the meeting. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Under the provisions of the Brown Act, the City Council is prohibited from taking action on items that are not listed on the agenda, but may refer the matter to staff or to a subsequent meeting. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

5.A. Public Comment

6. COUNCILMEMBER COMMENTS

6.A. Councilmember Comments

7. CEREMONIAL PRESENTATIONS

7.A. Veterans Day Proclamation

7.B. America Recycles Day Proclamation

7.C. Staff Introductions

8. BUSINESS PRESENTATIONS

8.A. CR&R Residential Organics Recycling and Food Waste Update

8.B. Chamber of Commerce Update

9. CONSENT CALENDAR

It is recommended that Items (9A through (9H) be acted on simultaneously in one vote unless a member of the City Council requests separate discussion and/or action on the item. In the event a member of the City Council requests separate discussion on a Consent Calendar item, or the item is removed from the Consent Calendar to allow for public comments on the item to be read. The City Council will consider that item immediately following approval of the rest of the Consent Calendar.

9.A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

— Recommendation: Waive Reading, by Title Only, of all Ordinances and Resolutions. Said Ordinances and Resolutions Which Appear on the Public Agenda Shall Be Determined to Have Been Read by Title and Further Reading Waived.

9.B. Accounts Payable Check Register - October 2025

— Recommendation: Receive and File.

9.C. City Financial Report - September 2025

— Recommendation: Receive and File.

9.D. AB 1234 Reporting

— Recommendation: Receive and File.

9.E. Resolution Regarding the Consideration of Adoption of California Department of Transportation’s Local Assistance Procedures

— Recommendation: Adopt Resolution No. 25-3069, Adopting the California Department of Transportation’s Local Assistance Procedure Manual Chapter 10: Consulting Selection

9.F. Professional Services Agreement with Dudek for Climate Action and Adaptation Plan (CAAP) Consulting Services

— Recommendation: Approve and Authorize the City Manager To Execute an Agreement With Dudek for the Development of the City’s Climate Action and Adaptation Plan (CAAP) for an Amount Not-To-Exceed $386,298.

9.G. Second Reading and Consideration of Adoption of Ordinance Related to Tattoo and Body Piercing and Permanent Cosmetic Establishments

— Recommendation: Adopt Ordinance 25-974, Amending Various Provisions of Chapter 2 of Title 9 of the Artesia Municipal Code To Modify Business Zoning Designations and Business Uses as They Pertain to Tattoo, Body Piercing, and Permanent Cosmetic Establishments; And

— Find That the Proposed Ordinance Is Exempt From CEQA Pursuant to Guidelines Sections 15378(b)(4) and 15061(b)(3).

9.H. Addition of Regular December Council Meeting

— Recommended Action: Approve the Addition of December 15, 2025 Regular Meeting at 7 p.m.

10. PUBLIC HEARING

10.A. Second reading and Consideration of Ordinance Regarding Updating Los Angeles County Building, Electrical, Plumbing, Mechanical, Fire, Residential Codes, and Green Building Standards

— Recommendation: Adopt Ordinance No. 25-975, Adopting by Reference Title 26 of the Los Angeles County Code, Incorporating and Amending the 2023 California Building Code; Title 27 of the Los Angeles County Code, Incorporating and Amending the 2023 California Electrical Code; Title 28 of the Los Angeles County Code, Incorporating and Amending the 2019 California Plumbing Code; Title 29 of the Los Angeles County Code, Incorporating and Amending the 2023 California Mechanical Code; Title 30 of the Los Angeles County Code, Incorporating and Amending the 2023 California Residential Code; Title 31 of the Los Angeles County Code, Incorporating and Amending the 2019 California Green Building Standards Code; Title 33 of the Los Angeles County Code, Incorporating and Amending the 2023 California Existing Building Code; And the 2022 California Fire Code; Together With Certain Amendments, Deletions and Additions, Including Findings, Fees and Penalties; And Amending the Artesia Municipal Code; And

— Find the Ordinance Exempt from CEQA pursuant to Guidelines Section 15061(b)(3).

11. DISCUSSION

11.A. Reappointment of Ad-Hoc Committee Members to Develop a Sister City Policy

— Recommendation: Appoint Two Council Members to the Sister City Policy Ad-Hoc Committee To Work With Staff To Explore and Develop a Sister City Policy.

11.B. Housing Element Implementation Plan and Professional Service Agreements with Willdan and Sagecrest

— Recommendation: Approve, and Authorize the City Manager To Execute, the Following Professional Service Agreements:

— With Willdan Engineering (Willdan) to Prepare Zoning and General Plan Amendments and Design Guidelines for an Amount Not-To-Exceed $375,000;

— With Sagecrest Planning + Environmental (Sagecrest) to Prepare Ministerial Residential Review Procedures for an Amount Not-To-Exceed $57,950; And

— With Willdan Financial Services (Willdan Financial) to Conduct an Affordable Housing and Commercial Linkage Study To Establish an Affordable Housing In-Lieu Fee for an Amount Not-To-Exceed $29,500 for This Project.

12. CITY MANAGER INFORMATIONAL REPORTING

12.A. City Manager Reporting

13. ADJOURNMENT

13.A. Adjournment

The City of Artesia complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the City Clerk's office at 562-865-6262 at least 72 hours prior to the meeting. Copies of Staff Reports are on file in the Office of the City Clerk and are available for inspection.

Date Posted: November 10, 2025

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9A.**

TO: Mayor and Members of the City Council

SUBJECT: Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:
Abel Avalos, City Manager

RECOMMENDATION:
It is recommended that the City Council waive reading, by title only, of all ordinances and resolutions. Said ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

BACKGROUND:
California Government Code 36934 allows the legislative body to waive the requirement to read ordinances and titles by the action.

FISCAL IMPACT:
There is no fiscal impact associated with approval of this item.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9B.**

TO: Mayor and Members of the City Council

SUBJECT: Accounts Payable Check Register - October 2025

FROM: Jamie Murguia, Finance Manager

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
Abel Avalos, City Manager

RECOMMENDATION:
It is recommended that the City Council receive and file this report.

BACKGROUND:
The attached demands summary (accounts payable checks) is a list of all checks issued by the City of Artesia from October 1, 2025 through October 31, 2025.

Prior to printing each check, payment requests are approved by the department manager, Finance Manager, and City Manager. Once payment requests have been approved, a batch for disbursement is processed by the Senior Accountant, and approved by the Finance Manager. Each check is then signed by the City Manager and Mayor.

FISCAL IMPACT:
There is no fiscal impact associated with approval of this item.

RECOMMENDED COUNCIL ACTION:
It is recommended that the City Council receive and file this report.

Attachments

2025 October Demand Check Register.pdf

City of Artesia
October 2025 Check Register

Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Payment #	Payment Date	Amount Paid
AARTI SHAH DNS INC.							
10/15/2025	96372377	Invoice	10/15/2025	$150.00	87020	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for AARTI SHAH DNS INC.:		$150.00			$150.00
ABIGAIL HERNANDEZ							
10/15/2025	96369147	Invoice	10/15/2025	$150.00	87021	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for ABIGAIL HERNANDEZ:		$150.00			$150.00
AFSCME DISTRICT COUNCIL 36							
10/03/2025	10032025	Invoice	10/07/2025	$772.59	86997	10/07/2025	$772.59
	Union Dues, Payroll		10/07/2025				
10/17/2025	10172025	Invoice	10/22/2025	$754.01	87106	10/22/2025	$754.01
	Union Dues, Payroll		10/22/2025				
		Totals for AFSCME DISTRICT COUNCIL 36:		$1,526.60			$1,526.60
AFSCME PEOPLE							
10/03/2025	10032025	Invoice	10/15/2025	$4.17	87022	10/15/2025	$4.17
	Pavroll 10.03.2025		10/15/2025				
10/17/2025	10172025	Invoice	10/22/2025	$4.17	87107	10/22/2025	$4.17
	Pavroll 10.17.2025		10/22/2025				
		Totals for AFSCME PEOPLE:		$8.34			$8.34
AJMAL MUMTAZ							
10/15/2025	96494928	Invoice	10/15/2025	$150.00	87023	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for AJMAL MUMTAZ:		$150.00			$150.00
AKESO OCCUPATIONAL HEALTH							
10/07/2025	1440-89715	Invoice	10/15/2025	$132.00	87024	10/15/2025	$132.00
	Pre-Employment / First Aid		10/15/2025				
		Totals for AKESO OCCUPATIONAL HEALTH:		$132.00			$132.00
ALAN'S LAWN & GARDEN CENTER INC							
09/22/2025	102997	Invoice	10/01/2025	$70.63	86970	10/01/2025	$70.63
	Chainsaw Repair		10/01/2025				
09/09/2025	101128	Invoice	10/01/2025	$125.88	86970	10/01/2025	$125.88
	Repair of Power Trim Edger		10/01/2025				
09/09/2025	101129	Invoice	10/01/2025	$175.52	86970	10/01/2025	$175.52
	Supplies - 1 Gallon of Oil		10/01/2025				
09/02/2025	99944	Invoice	10/01/2025	$43.92	86970	10/01/2025	$43.92
	Parts and Maintenance for		10/01/2025				
09/02/2025	99945	Invoice	10/01/2025	$132.48	86970	10/01/2025	$132.48
	Power-Trim Edger Parts and		10/01/2025				
10/14/2025	106436	Invoice	10/22/2025	$91.72	87108	10/22/2025	$91.72
	Parts and Supplies for		10/22/2025				
		Totals for ALAN'S LAWN & GARDEN CENTER INC:		$640.15			$640.15
ALBERTO ROSALES							
10/15/2025	96368835	Invoice	10/15/2025	$150.00	87025	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for ALBERTO ROSALES:		$150.00			$150.00
ALEX GARCIA							
10/15/2025	96372615	Invoice	10/15/2025	$150.00	87026	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for ALEX GARCIA:		$150.00			$150.00
ALL CITY MANAGEMENT SERVICES							
09/17/2025	103200	Invoice	10/07/2025	$12,348.00	86998	10/07/2025	$12,348.00
	8/31- 9/13/25 Crossing		10/07/2025				
10/15/2025	103980	Invoice	10/22/2025	$13,720.00	87109	10/22/2025	$13,720.00
	9/28- 10/11/25 Crossing		10/22/2025				
09/30/2025	103604	Invoice	10/22/2025	$13,686.73	87109	10/22/2025	$13,686.73
	9/14- 9/27/25 Crossing		10/22/2025				
		Totals for ALL CITY MANAGEMENT SERVICES:		$39,754.73			$39,754.73

ALLIANCE RACE TIMING							
10/15/2025	220	Invoice	10/22/2025	$1,300.00	87110	10/22/2025	$1,300.00
	5K Race Timing		10/22/2025				
			Totals for ALLIANCE RACE TIMING:	$1,300.00			$1,300.00
ANA MACAPINLAC							
10/15/2025	96359757	Invoice	10/15/2025	$150.00	87028	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for ANA MACAPINLAC:	$150.00			$150.00
ANNA RAMOS							
10/15/2025	96360041	Invoice	10/15/2025	$150.00	87029	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for ANNA RAMOS:	$150.00			$150.00
APRIL CRUZ							
10/15/2025	96359684	Invoice	10/15/2025	$150.00	87030	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for APRIL CRUZ:	$150.00			$150.00
ARTESIA CHAMBER OF COMMERCE							
10/15/2025	96497596	Invoice	10/15/2025	$150.00	87031	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
10/22/2025	102225	Invoice	10/22/2025	$500.00	87111	10/22/2025	$500.00
	Artesia Chamber Holiday Party Sponsorship		10/22/2025				
			Totals for ARTESIA CHAMBER OF COMMERCE:	$650.00			$650.00
AT&T							
10/16/2025	287344025104X1004202	Invoice	10/16/2025	$537.16	41255	10/16/2025	$537.16
	25/09 License Plate Readers		10/16/2025				
10/05/2025	287252847559X1013202	Invoice	10/05/2025	$222.24	41260	10/30/2025	$222.24
	25/10 Parking Handheld		10/05/2025				
			Totals for AT&T:	$759.40			$759.40
BAE ORTHODONTICS							
10/15/2025	96381215	Invoice	10/15/2025	$250.00	87032	10/15/2025	$250.00
	Street Fair deposit refund		10/15/2025				
			Totals for BAE ORTHODONTICS:	$250.00			$250.00
BC TRAFFIC SPECIALIST							
09/22/2025	095393	Invoice	10/01/2025	$57.10	86971	10/01/2025	$57.10
	OM1 Markers with		10/01/2025				
			Totals for BC TRAFFIC SPECIALIST:	$57.10			$57.10
BEST BEST & KRIEGER LLP							
10/17/2025	1042992	Invoice	10/22/2025	$105.00	87112	10/22/2025	$105.00
	25/09 CFD General		10/22/2025				
10/17/2025	1042990	Invoice	10/22/2025	$245.00	87112	10/22/2025	$245.00
	25/09 Finance		10/22/2025				
10/17/2025	1042997	Invoice	10/22/2025	$261.45	87112	10/22/2025	$261.45
	25/09 Reimb - 17610		10/22/2025				
10/17/2025	1042989	Invoice	10/22/2025	$403.20	87112	10/22/2025	$403.20
	25/09 Utilities		10/22/2025				
10/17/2025	1042995	Invoice	10/22/2025	$420.00	87112	10/22/2025	$420.00
	25/09 Economic		10/22/2025				
10/17/2025	1042986	Invoice	10/22/2025	$565.60	87112	10/22/2025	$565.60
	25/09 City Clerk		10/22/2025				
10/17/2025	1042999	Invoice	10/22/2025	$665.00	87112	10/22/2025	$665.00
	25/09 General Litigation		10/22/2025				
10/17/2025	1042984	Invoice	10/22/2025	$1,033.20	87112	10/22/2025	$1,033.20
	25/09 Administration		10/22/2025				
10/17/2025	1043000	Invoice	10/22/2025	$1,112.40	87112	10/22/2025	$1,112.40
	25/09 Public Records Act		10/22/2025				
10/17/2025	1042994	Invoice	10/22/2025	$1,155.00	87112	10/22/2025	$1,155.00
	25/09 HCD Notice		10/22/2025				
10/17/2025	1042983	Invoice	10/22/2025	$1,612.80	87112	10/22/2025	$1,612.80
	25/09 City Manager		10/22/2025				
10/17/2025	1042993	Invoice	10/22/2025	$1,925.00	87112	10/22/2025	$1,925.00
	25/09 Motel 6		10/22/2025				
10/17/2025	1042982	Invoice	10/22/2025	$2,343.60	87112	10/22/2025	$2,343.60
	25/09 City Council Project		10/22/2025				
10/17/2025	1042988	Invoice	10/22/2025	$2,494.80	87112	10/22/2025	$2,494.80

	25/09 Public Works		10/22/2025					
10/17/2025	1042987	Invoice	10/22/2025	$3,528.00	87112	10/22/2025	$3,528.00	
	25/09 Parks & Recreation		10/22/2025					
10/17/2025	1042991	Invoice	10/22/2025	$4,340.00	87113	10/22/2025	$4,340.00	
	25/09 Labor/Employment		10/22/2025					
10/17/2025	1042996	Invoice	10/22/2025	$4,423.63	87113	10/22/2025	$4,423.63	
	25/09 Code Enforcement		10/22/2025					
10/17/2025	1042985	Invoice	10/22/2025	$7,156.80	87113	10/22/2025	$7,156.80	
	25/09 Planning		10/22/2025					
			Totals for BEST BEST & KRIEGER LLP:	$33,790.48			$33,790.48	
BMI								
09/02/2025	60769664	Invoice	10/15/2025	$446.00	87033	10/15/2025	$446.00	
	FY25/26 Copyright License		10/15/2025					
			Totals for BMI:	$446.00			$446.00	
BOOT WORLD #20								
07/23/2025	112691	Invoice	10/30/2025	$125.00	87136	10/30/2025	$125.00	
	Boot Allowance (Cedric		10/30/2025					
			Totals for BOOT WORLD #20:	$125.00			$125.00	
BRANDON REILLY								
10/15/2025	96513930	Invoice	10/15/2025	$150.00	87035	10/15/2025	$150.00	
	Facility deposit refund		10/15/2025					
			Totals for BRANDON REILLY:	$150.00			$150.00	
BROTHERS JANITORIAL SUPPLY COMPANY								
08/25/2025	224	Invoice	10/07/2025	$98.35	86999	10/07/2025	$98.35	
	Gloves for Public Works		10/07/2025					
			Totals for BROTHERS JANITORIAL SUPPLY COMPANY:	$98.35			$98.35	
BRYAN POMPA								
10/15/2025	96369026	Invoice	10/15/2025	$150.00	87036	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for BRYAN POMPA:	$150.00			$150.00	
CALE AMERICA INC.								
09/26/2025	187533	Invoice	10/07/2025	$1,572.00	87000	10/07/2025	$1,572.00	
	25/09 Parking Meter IT		10/07/2025					
			Totals for CALE AMERICA INC.:	$1,572.00			$1,572.00	
CALIFORNIA CONSULTING INC								
10/01/2025	7454	Invoice	10/15/2025	$1,250.00	87037	10/15/2025	$1,250.00	
	Grant Writing Services		10/15/2025					
			Totals for CALIFORNIA CONSULTING INC:	$1,250.00			$1,250.00	
CalPers								
10/20/2025	10.20.2025	Invoice	10/20/2025	$23,180.62	41261	10/30/2025	$23,180.62	
	Pers/Pepra Retirement 10/3-		10/20/2025					
10/17/2025	10.17.2025	Invoice	10/17/2025	$47,557.82	41261	10/30/2025	$47,557.82	
	Pers/Pepra Retirement 9/6-		10/17/2025					
10/03/2025	10.03.2025	Invoice	10/03/2025	$23,600.04	41261	10/30/2025	$23,600.04	
	Pers/Pepra Retirement 8/23-		10/03/2025					
	9/5/25							
			Totals for CalPers:	$94,338.48			$94,338.48	
CALVARY CHAPEL ARTESIA								
10/15/2025	96497483	Invoice	10/15/2025	$150.00	87038	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for CALVARY CHAPEL ARTESIA:	$150.00			$150.00	
CARE ACCESS								
09/29/2025	96091815	Invoice	10/01/2025	$400.00	86972	10/01/2025	$400.00	
	Street Fair Deposit Refund		10/01/2025					
			Totals for CARE ACCESS:	$400.00			$400.00	
CARMEN SANTILLAN								
10/15/2025	9636064	Invoice	10/15/2025	$150.00	87039	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for CARMEN SANTILLAN:	$150.00			$150.00	
CASSIDY ROCKE								
10/15/2025	96372942	Invoice	10/15/2025	$150.00	87040	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for CASSIDY ROCKE:	$150.00			$150.00	
CBE OFFICE SOLUTIONS								
09/23/2025	INV8810-CBE	Invoice	10/01/2025	$641.59	86973	10/01/2025	$641.59	

	8/20-9/19/25 Overage		10/01/2025				
			Totals for CBE OFFICE SOLUTIONS:	$641.59			$641.59
CCTP PROJECT							
10/15/2025	96371523	Invoice	10/15/2025	$150.00	87041	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for CCTP PROJECT:	$150.00			$150.00
CELL BUSINESS EQUIPMENT							
10/04/2025	5036105391	Invoice	10/15/2025	$659.69	87042	10/15/2025	$659.69
	10/20-11/19/25 Sharp		10/15/2025				
			Totals for CELL BUSINESS EQUIPMENT:	$659.69			$659.69
CESAR VARGAS							
10/15/2025	9637247	Invoice	10/15/2025	$150.00	87043	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for CESAR VARGAS:	$150.00			$150.00
CHANSON WALKER							
09/19/2025	9192025	Invoice	10/01/2025	$49.00	86974	10/01/2025	$49.00
	Staff Hats		10/01/2025				
09/18/2025	09052025	Invoice	10/01/2025	$585.00	86974	10/01/2025	$585.00
	Staff Uniforms YAW shirts		10/01/2025				
			Totals for CHANSON WALKER:	$634.00			$634.00
CHRISTIAN DIXON							
10/15/2025	96370873	Invoice	10/15/2025	$150.00	87044	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for CHRISTIAN DIXON:	$150.00			$150.00
CHRISTIAN FAJARDO							
10/30/2025	10292025	Invoice	10/30/2025	$12,057.95	87137	10/30/2025	$12,057.95
	Final Payroll Check for		10/30/2025				
			Totals for CHRISTIAN FAJARDO:	$12,057.95			$12,057.95
CINTAS CORP							
08/12/2025	4239898514	Invoice	10/01/2025	$301.47	86975	10/01/2025	$301.47
	25/08 AJ Park Janitorial		10/01/2025				
08/26/2025	4241379655	Invoice	10/01/2025	$667.77	86975	10/01/2025	$667.77
	25/08 Artesia Park Janitorial		10/01/2025				
09/09/2025	4242813056	Invoice	10/22/2025	$216.35	87114	10/22/2025	$216.35
	25/09 AJ Park Janitorial		10/22/2025				
	Supplies						
09/23/2025	14198729A	Invoice	10/22/2025	$688.32	87114	10/22/2025	$688.32
	25/09 Artesia Park Janitorial		10/22/2025				
			Totals for CINTAS CORP:	$1,873.91			$1,873.91
CITY OF BREA							
10/09/2025	ASIT001545	Invoice	10/22/2025	$5,717.00	87115	10/22/2025	$5,717.00
	25/09 IT service and onsite		10/22/2025				
			Totals for CITY OF BREA:	$5,717.00			$5,717.00
CITY OF NORWALK							
09/15/2025	3507800-00-091525	Invoice	10/01/2025	$117.72	86976	10/01/2025	$117.72
	7/15-9/15/25 11908 169th		10/01/2025				
09/15/2025	3507880-00-091525	Invoice	10/01/2025	$3,323.65	86976	10/01/2025	$3,323.65
	7/15-9/15/25 169th &		10/01/2025				
			Totals for CITY OF NORWALK:	$3,441.37			$3,441.37
CIVICPLUS LLC							
10/07/2025	352520	Invoice	10/07/2025	$5,990.71	87001	10/07/2025	$5,990.71
	CivicRec usage fee for 2025-		10/07/2025				
07/01/2025	335785	Invoice	10/15/2025	$4,397.40	87045	10/15/2025	$4,397.40
	FY25/26 Social Media		10/15/2025				
07/01/2025	335783	Invoice	10/15/2025	$9,247.77	87045	10/15/2025	$9,247.77
	FY25/26 FOIA Workflow		10/15/2025				
			Totals for CIVICPLUS LLC:	$19,635.88			$19,635.88
CJ CONCRETE CONSTRUCTION INC							
07/30/2025	7127	Invoice	10/22/2025	$131,640.55	87116	10/22/2025	$131,640.55
	Sidewalk and ADA		10/22/2025				
	Compliant Improvements						
			Totals for CJ CONCRETE CONSTRUCTION INC:	$131,640.55			$131,640.55
COLONIAL LIFE							
10/06/2025	70687031001145	Invoice	10/06/2025	$3,649.90	41244	10/07/2025	$3,649.90
	25/10 Supplemental Ins.		10/06/2025				

			Totals for COLONIAL LIFE:	$3,649.90			$3,649.90
COMPLETE PAPERLESS SOLUTIONS, LLC							
10/14/2025	4631	Invoice	10/22/2025	$8,602.98	87117	10/22/2025	$8,602.98
	Laserfische Scanning		10/22/2025				
			Totals for COMPLETE PAPERLESS SOLUTIONS, LLC:	$8,602.98			$8,602.98
DEB'S BOOKKEEPLUS							
10/01/2025	1833	Invoice	10/07/2025	$4,781.25	87002	10/07/2025	$4,781.25
	25/07 25/08 25/09		10/07/2025				
			Totals for DEB'S BOOKKEEPLUS:	$4,781.25			$4,781.25
DELTA DENTAL INSURANCE COMPANY							
10/07/2025	70144-00001-100125	Invoice	10/07/2025	$267.25	87003	10/07/2025	$267.25
	25/10 HMO Dental		10/07/2025				
			Totals for DELTA DENTAL INSURANCE COMPANY:	$267.25			$267.25
DENNIS CISNEROS							
10/15/2025	96369062	Invoice	10/15/2025	$150.00	87046	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for DENNIS CISNEROS:	$150.00			$150.00
DHIRAJ VITHA							
09/29/2025	96091622	Invoice	10/01/2025	$150.00	86977	10/01/2025	$150.00
	Street Fair Deposit Refund		10/01/2025				
			Totals for DHIRAJ VITHA:	$150.00			$150.00
DUNN-EDWARDS CORPORATION							
09/11/2025	IR-5113	Invoice	10/01/2025	$57.03	86978	10/01/2025	$57.03
	Paint Roller for Graffiti Removal		10/01/2025				
			Totals for DUNN-EDWARDS CORPORATION:	$57.03			$57.03
DUPRE ENTERPRISES							
08/22/2025	113788	Invoice	10/01/2025	$560.00	86979	10/01/2025	$560.00
	Basketball Pole Light Repair		10/01/2025				
08/13/2025	113784	Invoice	10/01/2025	$560.00	86979	10/01/2025	$560.00
	Lighting Issues Related to 91 Overpass and Artesia Park		10/01/2025				
07/31/2025	113776	Invoice	10/01/2025	$560.00	86979	10/01/2025	$560.00
	Replacement of Failing Bulb		10/01/2025				
07/31/2025	113775	Invoice	10/01/2025	$608.01	86979	10/01/2025	$608.01
	Pump Room Transformer		10/01/2025				
07/23/2025	113771	Invoice	10/01/2025	$2,450.43	86979	10/01/2025	$2,450.43
	Restoring Power to Flagpole		10/01/2025				
			Totals for DUPRE ENTERPRISES:	$4,738.44			$4,738.44
EDITH GUERRA							
09/25/2025	ISFDF25-ABC permit	Invoice	10/07/2025	$77.55	87004	10/07/2025	$77.55
	ISFDF ABC alcohol permit-		10/07/2025				
10/22/2025	CPRS-Mileage-EG	Invoice	10/22/2025	$287.00	87118	10/22/2025	$287.00
	Mileage Reimbursement		10/22/2025				
			Totals for EDITH GUERRA:	$364.55			$364.55
ELISE PAVY							
10/15/2025	96497539	Invoice	10/15/2025	$150.00	87047	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for ELISE PAVY:	$150.00			$150.00
Enterprise FM Trust							
10/16/2025	480414A-100325	Invoice	10/16/2025	$5,016.49	41262	10/30/2025	$5,016.49
	25/10 Electric Vehicle Lease Maintenance		10/16/2025				
			Totals for Enterprise FM Trust:	$5,016.49			$5,016.49
ERIKA PATRICIO							
09/18/2025	95727859	Invoice	10/01/2025	$50.00	86980	10/01/2025	$50.00
	Not Enough Participants		10/01/2025				
			Totals for ERIKA PATRICIO:	$50.00			$50.00
ESTHER GUTIERREZ							
10/15/2025	96372078	Invoice	10/15/2025	$150.00	87048	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for ESTHER GUTIERREZ:	$150.00			$150.00
FIDELITY SECURITY LIFE INSURANCE CO.							
10/07/2025	166997279	Invoice	10/07/2025	$607.76	41245	10/07/2025	$607.76
	25/10 Vision Coverage		10/07/2025				

			Totals for FIDELITY SECURITY LIFE INSURANCE CO.:	$607.76			$607.76
FIESTA COOPERATIVE INC.							
09/30/2025	250919	Invoice	10/30/2025	$10,367.37	87138	10/30/2025	$10,367.37
	25/09 Dial-a-Ride Services		10/30/2025				
			Totals for FIESTA COOPERATIVE INC.:	$10,367.37			$10,367.37
FIRST CHOICE CHARTERS							
10/09/2025	inv1481	Invoice	10/15/2025	$1,200.00	87049	10/15/2025	$1,200.00
	Bus Trip for YAL on		10/15/2025				
			Totals for FIRST CHOICE CHARTERS:	$1,200.00			$1,200.00
FRANCHISE TAX BOARD							
10/03/2025	10032025	Invoice	10/07/2025	$80.00	87005	10/07/2025	$80.00
	Ericka Jackson, 10/03/2025		10/07/2025				
10/17/2025	10172025	Invoice	10/22/2025	$46.09	87119	10/22/2025	$46.09
	Rene Trevino, 10/17/2025		10/22/2025				
10/17/2025	10172025	Invoice	10/22/2025	$80.00	87120	10/22/2025	$80.00
	Ericka Jackson, 10/17/2025		10/22/2025				
			Totals for FRANCHISE TAX BOARD:	$206.09			$206.09
FRONTIER							
10/16/2025	2131797882-100425	Invoice	10/16/2025	$75.98	41256	10/16/2025	$75.98
	Historical House Internet		10/16/2025				
10/14/2025	3231563850-091925	Invoice	10/14/2025	$184.99	41256	10/16/2025	$184.99
	City Hall Internet 9/19-		10/14/2025				
10/10/2025	5628095136-091625	Invoice	10/10/2025	$234.62	41256	10/16/2025	$234.62
	Public Work Internet 9/16-		10/10/2025				
			Totals for FRONTIER:	$495.59			$495.59
GARLAND/DBS, INC.							
09/30/2025	427852417233	Invoice	10/22/2025	$76,260.90	87121	10/22/2025	$76,260.90
	AJ Park Roof refurbishment-		10/22/2025				
			Totals for GARLAND/DBS, INC.:	$76,260.90			$76,260.90
GOLDEN STATE WATER COMPANY							
10/21/2025	0055238698-101325	Invoice	10/21/2025	$571.15	41263	10/30/2025	$571.15
	25/09 11938 South St.		10/21/2025				
10/21/2025	2865004438-100625	Invoice	10/21/2025	$304.87	41263	10/30/2025	$304.87
	25/09 18609 IRR Pioneer		10/21/2025				
10/21/2025	4905793578-101425	Invoice	10/21/2025	$248.11	41263	10/30/2025	$248.11
	25/09 18530 Corby Ave.		10/21/2025				
10/21/2025	1373230000-101525	Invoice	10/21/2025	$726.47	41263	10/30/2025	$726.47
	25/09 11504 Artesia Blvd		10/21/2025				
10/21/2025	8072740000-100625	Invoice	10/21/2025	$662.29	41263	10/30/2025	$662.29
	25/09 11710 South St. IRR		10/21/2025				
10/21/2025	4302440000-100625	Invoice	10/21/2025	$408.94	41263	10/30/2025	$408.94
	25/09 11734 IRR Artesia		10/21/2025				
10/21/2025	4273230000-101625	Invoice	10/21/2025	$948.04	41263	10/30/2025	$948.04
	25/09 12034 Artesia IRR		10/21/2025				
10/21/2025	1113139225-101525	Invoice	10/21/2025	$577.82	41263	10/30/2025	$577.82
	25/09 17189 IRR Baber Ave.		10/21/2025				
10/21/2025	9725940000-101525	Invoice	10/21/2025	$63.81	41263	10/30/2025	$63.81
	25/09 17202 Alburtis		10/21/2025				
10/21/2025	8217720000-100525	Invoice	10/21/2025	$267.06	41263	10/30/2025	$267.06
	25/09 17203 Corby Ave.		10/21/2025				
10/21/2025	8756430000-101625	Invoice	10/21/2025	$675.25	41263	10/30/2025	$675.25
	25/09 17512 IRR Norwalk		10/21/2025				
10/21/2025	7902030000-101525	Invoice	10/21/2025	$1,305.27	41263	10/30/2025	$1,305.27
	25/09 17815 Pioneer Blvd		10/21/2025				
10/21/2025	8783687207-101325	Invoice	10/21/2025	$434.77	41263	10/30/2025	$434.77
	25/09 18506 IRR Pioneer		10/21/2025				
10/21/2025	2942430000-100625	Invoice	10/21/2025	$154.76	41263	10/30/2025	$154.76
	25/09 18641 Corby		10/21/2025				
10/21/2025	2274300000-100625	Invoice	10/21/2025	$263.45	41263	10/30/2025	$263.45
	25/09 18644 Alburtis Ave.		10/21/2025				
10/21/2025	9174300000-100625	Invoice	10/21/2025	$549.42	41263	10/30/2025	$549.42
	25/09 18747 Clarkdale Ave		10/21/2025				
10/21/2025	0274300000-100625	Invoice	10/21/2025	$33.45	41263	10/30/2025	$33.45
	25/09 18747 Fp Clarkdale		10/21/2025				
10/21/2025	1274300000-100625	Invoice	10/21/2025	$525.86	41263	10/30/2025	$525.86

	25/09 18750 Clarkdale Ave.		10/21/2025					
10/21/2025	8514744341-101325	Invoice	10/21/2025	$497.44	41263	10/30/2025	$497.44	
	25/09 18803 Elaine Ave.		10/21/2025					
10/21/2025	6350093223-101325	Invoice	10/21/2025	$792.00	41263	10/30/2025	$792.00	
	25/09 Norwalk & South		10/21/2025					
10/21/2025	5534220000-100625	Invoice	10/21/2025	$408.94	41263	10/30/2025	$408.94	
	25/09 Norwalk Blvd So of		10/21/2025					
10/21/2025	9138539384-100625	Invoice	10/21/2025	$460.76	41263	10/30/2025	$460.76	
	25/09 17514 Norwalk Blvd		10/21/2025					
10/21/2025	5353387681-100625	Invoice	10/21/2025	$551.75	41263	10/30/2025	$551.75	
	25/09 Droxford St Norwalk		10/21/2025					
10/21/2025	7677238922-101425	Invoice	10/21/2025	$254.07	41263	10/30/2025	$254.07	
	25/09 11504 178th St.		10/21/2025					
10/21/2025	2376836656-101425	Invoice	10/21/2025	$1,908.95	41263	10/30/2025	$1,908.95	
	25/09 186th St. & Jersey		10/21/2025					
			Totals for GOLDEN STATE WATER COMPANY:	$13,594.70			$13,594.70	
HEDSSON JIMENEZ								
10/15/2025	SEPT/OCT2025	Invoice	10/15/2025	$1,571.05	87050	10/15/2025	$1,571.05	
	Sept/Oct '25 Karate Class		10/15/2025					
			Totals for HEDSSON JIMENEZ:	$1,571.05			$1,571.05	
HINDERLITER DE LLAMAS & ASSOCIATES								
09/30/2025	SIN055180	Invoice	10/15/2025	$7,500.00	87051	10/15/2025	$7,500.00	
	25/09 Cannabis Program		10/15/2025					
			Totals for HINDERLITER DE LLAMAS & ASSOCIATES:	$7,500.00			$7,500.00	
HONEYWELL INTERNATIONAL INC								
10/01/2025	5271110170	Invoice	10/15/2025	$17,358.96	87052	10/15/2025	$17,358.96	
	10/01-1/31/26 HVCA		10/15/2025					
			Totals for HONEYWELL INTERNATIONAL INC:	$17,358.96			$17,358.96	
HUMAN SERVICES ASSOCIATION								
10/10/2025	09302526	Invoice	10/15/2025	$2,328.00	87053	10/15/2025	$2,328.00	
	25/09 Senior Meals		10/15/2025					
			Totals for HUMAN SERVICES ASSOCIATION:	$2,328.00			$2,328.00	
INLAND ROUNDBALL OFFICIALS INC.								
10/02/2025	INV1002	Invoice	10/15/2025	$2,700.00	87054	10/15/2025	$2,700.00	
	Oct/Dec '25 Youth Flag		10/15/2025					
			Totals for INLAND ROUNDBALL OFFICIALS INC.:	$2,700.00			$2,700.00	
INTELLI-TECH								
10/09/2025	15719	Invoice	10/15/2025	$1,999.11	87055	10/15/2025	$1,999.11	
	6 HP Monitors for Computer		10/15/2025					
			Totals for INTELLI-TECH:	$1,999.11			$1,999.11	
IRENE CASTELLANO								
10/15/2025	96359967	Invoice	10/15/2025	$150.00	87056	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for IRENE CASTELLANO:	$150.00			$150.00	
JACKELINE MAZARIEGOS								
10/15/2025	96372847	Invoice	10/15/2025	$150.00	87057	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for JACKELINE MAZARIEGOS:	$150.00			$150.00	
JERRY LIMON								
10/15/2025	96371808	Invoice	10/15/2025	$150.00	87058	10/15/2025	$150.00	
	Street Fair deposit refund		10/15/2025					
			Totals for JERRY LIMON:	$150.00			$150.00	
JOE A. GONSALVES & SON								
09/25/2025	162771	Invoice	10/01/2025	$4,500.00	86981	10/01/2025	$4,500.00	
	25/10 - Lobbyist Contract		10/01/2025					
08/25/2025	162700	Invoice	10/01/2025	$4,500.00	86981	10/01/2025	$4,500.00	
	25/09 - Lobbyist Contract		10/01/2025					
10/24/2025	162842	Invoice	10/30/2025	$4,500.00	87139	10/30/2025	$4,500.00	
	25/11 - Lobbyist Contract		10/30/2025					
			Totals for JOE A. GONSALVES & SON:	$13,500.00			$13,500.00	
JOHN L HUNTER & ASSOCIATES								
09/23/2025	ART1MS412507	Invoice	10/01/2025	$711.25	86982	10/01/2025	$711.25	
	25/07 Municipal Storm		10/01/2025					
10/17/2025	ART1MS412508	Invoice	10/22/2025	$2,844.39	87122	10/22/2025	$2,844.39	
	25/08 Municipal Storm		10/22/2025					

			Totals for JOHN L HUNTER & ASSOCIATES:	$3,555.64			$3,555.64
JULIE KOGA							
10/15/2025	JULY/SEPT2025	Invoice	10/15/2025	$253.50	87059	10/15/2025	$253.50
	July/Sept '25 Taiko		10/15/2025				
			Totals for JULIE KOGA:	$253.50			$253.50
KAREN GONZALEZ							
09/01/2025	090125 Artesia	Invoice	10/07/2025	$300.00	87006	10/07/2025	$300.00
	Art Work for Historic Trails		10/07/2025				
08/10/2025	081025 ARTESIA	Invoice	10/07/2025	$300.00	87006	10/07/2025	$300.00
	Art Work for Traffic Calming		10/07/2025				
			Totals for KAREN GONZALEZ:	$600.00			$600.00
KARMIK FASHIONS							
10/15/2025	96371969	Invoice	10/15/2025	$150.00	87060	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for KARMIK FASHIONS:	$150.00			$150.00
KARYNA ORTIZ							
09/19/2025	95741318	Invoice	10/01/2025	$50.00	86983	10/01/2025	$50.00
	Not Enough Participants		10/01/2025				
			Totals for KARYNA ORTIZ:	$50.00			$50.00
KATHLEEN CHU							
10/15/2025	96520811	Invoice	10/15/2025	$80.00	87061	10/15/2025	$80.00
	Schedule Conflict Basketball		10/15/2025				
			Totals for KATHLEEN CHU:	$80.00			$80.00
KENNY CALEB							
09/30/2025	10312025 COA	Invoice	10/01/2025	$375.00	86984	10/01/2025	$375.00
	DJ Service for Halloween		10/01/2025				
			Totals for KENNY CALEB:	$375.00			$375.00
KHADIJA HASHMI							
10/15/2025	96371856	Invoice	10/15/2025	$150.00	87062	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for KHADIJA HASHMI:	$150.00			$150.00
KHAN HOME LOAN LLC							
10/15/2025	96372429	Invoice	10/15/2025	$150.00	87063	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for KHAN HOME LOAN LLC:	$150.00			$150.00
KHUSHBU SHAH							
10/15/2025	96497410	Invoice	10/15/2025	$150.00	87064	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for KHUSHBU SHAH:	$150.00			$150.00
KILEY & ASSOCIATES LLC							
10/01/2025	AR251001	Invoice	10/07/2025	$4,150.00	87007	10/07/2025	$4,150.00
	25/09 Lobbyist Service		10/07/2025				
			Totals for KILEY & ASSOCIATES LLC:	$4,150.00			$4,150.00
KIMLEY HORN AND ASSOCIATES INC							
09/30/2025	33423149	Invoice	10/30/2025	$1,470.00	87140	10/30/2025	$1,470.00
	25/09 18721 Arline Ave		10/30/2025				
			Totals for KIMLEY HORN AND ASSOCIATES INC:	$1,470.00			$1,470.00
KOSMONT COMPANIES							
09/30/2025	2412.8-006	Invoice	10/15/2025	$1,534.00	87065	10/15/2025	$1,534.00
	25/09 Econ Dev		10/15/2025				
			Totals for KOSMONT COMPANIES:	$1,534.00			$1,534.00
LA CONSERVATION CORPS							
10/13/2025	24-1479 Sep25	Invoice	10/15/2025	$1,113.84	87066	10/15/2025	$1,113.84
	CAL FIRE Tree Mtc.		10/15/2025				
			Totals for LA CONSERVATION CORPS:	$1,113.84			$1,113.84
LA COUNTY DEPT OF PUBLIC WORKS							
10/06/2025	25100601828	Invoice	10/22/2025	$1,850.97	87123	10/22/2025	$1,850.97
	25/09 Industrial Waste		10/22/2025				
09/08/2025	25090800894	Invoice	10/30/2025	$490.00	87141	10/30/2025	$490.00
	25/08 Stormwater Trash		10/30/2025				
			Totals for LA COUNTY DEPT OF PUBLIC WORKS:	$2,340.97			$2,340.97
LA COUNTY SHERIFF'S DEPARTMENT							
09/10/2025	260249TZ	Invoice	10/01/2025	$675.87	86985	10/01/2025	$675.87
	25/07 DES Hall		10/01/2025				
09/10/2025	260252TZ	Invoice	10/01/2025	$3,572.39	86985	10/01/2025	$3,572.39

	25/07 La Mirage Event		10/01/2025				
09/10/2025	260251TZ	Invoice	10/01/2025	$3,930.80	86985	10/01/2025	$3,930.80
	25/07 Foot Patrol		10/01/2025				
09/10/2025	260250TZ	Invoice	10/01/2025	$15,922.44	86985	10/01/2025	$15,922.44
	25/07 Gang Suppression		10/01/2025				
09/26/2025	260569TZ	Invoice	10/07/2025	$2,236.04	87008	10/07/2025	$2,236.04
	25/08 Foot Patrol		10/07/2025				
09/26/2025	260571TZ	Invoice	10/07/2025	$3,566.37	87008	10/07/2025	$3,566.37
	25/08 National Night Out		10/07/2025				
09/26/2025	260570TZ	Invoice	10/07/2025	$5,589.77	87008	10/07/2025	$5,589.77
	25/08 La Mirage Event		10/07/2025				
09/26/2025	260568TZ	Invoice	10/07/2025	$14,268.37	87008	10/07/2025	$14,268.37
	25/08 Gang Suppression		10/07/2025				
09/09/2025	260204TZ	Invoice	10/07/2025	$395,282.85	87008	10/07/2025	$395,282.85
	25/08 General Law		10/07/2025				
08/17/2025	260118TZ	Invoice	10/07/2025	$395,282.85	87008	10/07/2025	$395,282.85
	25/07 General Law Enforcement		10/07/2025				
	Totals for LA COUNTY SHERIFF'S DEPARTMENT:			$840,327.75			$840,327.75
LEGAL SHIELD							
09/15/2025	09152025	Invoice	10/22/2025	$139.70	87124	10/22/2025	$139.70
	25/09 Supplemental Ins.		10/22/2025				
10/15/2025	10152025	Invoice	10/22/2025	$139.70	87124	10/22/2025	$139.70
	25/10 Supplemental Ins.		10/22/2025				
	Totals for LEGAL SHIELD:			$279.40			$279.40
LETICIA MORRIS							
10/15/2025	AUG/SEPT2025	Invoice	10/15/2025	$292.50	87067	10/15/2025	$292.50
	Aug/Sept ' 25 Zumba PM		10/15/2025				
	Totals for LETICIA MORRIS:			$292.50			$292.50
LEXLU SERVICES LLC							
09/29/2025	4040	Invoice	10/01/2025	$11,300.00	86986	10/01/2025	$11,300.00
	Professional Cleaning		10/01/2025				
10/28/2025	4092	Invoice	10/30/2025	$11,916.42	87142	10/30/2025	$11,916.42
	Professional Cleaning		10/30/2025				
	Totals for LEXLU SERVICES LLC:			$23,216.42			$23,216.42
LIBERTY UTILITIES							
09/30/2025	200006718171-093025	Invoice	10/07/2025	$665.57	87009	10/07/2025	$665.57
	7/16-9/15/25 - 16712		10/07/2025				
	Totals for LIBERTY UTILITIES:			$665.57			$665.57
LIEZL FRIGILLANA SARG							
10/15/2025	96360702	Invoice	10/15/2025	$150.00	87068	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
	Totals for LIEZL FRIGILLANA SARG:			$150.00			$150.00
LINCOLN NATIONAL LIFE INSURANCE							
10/01/2025	4884311962	Invoice	10/01/2025	$2,623.51	41246	10/07/2025	$2,623.51
	25/10 Life & Disability Ins.		10/01/2025				
	Totals for LINCOLN NATIONAL LIFE INSURANCE:			$2,623.51			$2,623.51
LOS ANGELES COUNTY PUBLIC WORKS							
09/25/2025	IN260000175	Invoice	10/07/2025	$24,193.74	87010	10/07/2025	$24,193.74
	25/07 Building & Safety		10/07/2025				
	Totals for LOS ANGELES COUNTY PUBLIC WORKS:			$24,193.74			$24,193.74
LOS CERRITOS COMMUNITY NEWS							
08/29/2025	37767	Invoice	10/01/2025	$1,513.80	86987	10/01/2025	$1,513.80
	Legal Notice Ords. PH		10/01/2025				
	ParksFees & Case 2025- 13						
09/20/2025	37804	Invoice	10/07/2025	$1,500.00	87011	10/07/2025	$1,500.00
	Street Fair Advertising		10/07/2025				
09/26/2025	37826	Invoice	10/22/2025	$1,670.40	87125	10/22/2025	$1,670.40
	Legal Notice Ord 25-974		10/22/2025				
09/19/2025	37810	Invoice	10/22/2025	$1,539.90	87125	10/22/2025	$1,539.90
	Reso 25-3067 B&S Fees		10/22/2025				
10/24/2025	10272025	Invoice	10/30/2025	$750.00	87143	10/30/2025	$750.00
	ABCUSD 60th Anniversary		10/30/2025				
	Congratulatory Ad -						

			Totals for LOS CERRITOS COMMUNITY NEWS:	$6,974.10			$6,974.10
LYNNPRO							
10/02/2025	1020225	Invoice	10/22/2025	$2,453.10	87126	10/22/2025	$2,453.10
	Shirts for 5K		10/22/2025				
			Totals for LYNNPRO:	$2,453.10			$2,453.10
MAHESH BUDHATHOKI							
10/15/2025	96371911	Invoice	10/15/2025	$150.00	87069	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for MAHESH BUDHATHOKI:	$150.00			$150.00
MARILYN APARICIO							
10/15/2025	96359854	Invoice	10/15/2025	$150.00	87070	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for MARILYN APARICIO:	$150.00			$150.00
MARIPOSA LANDSCAPES INC							
08/31/2025	115817	Invoice	10/01/2025	$2,778.00	86988	10/01/2025	$2,778.00
	Irrigation Repair at South St		10/01/2025				
09/30/2025	116142	Invoice	10/15/2025	$8,903.00	87071	10/15/2025	$8,903.00
	25/09 Landscape		10/15/2025				
08/31/2025	115363	Invoice	10/30/2025	$489.00	87144	10/30/2025	$489.00
	25/08 Repaired broken main		10/30/2025				
08/31/2025	115818	Invoice	10/30/2025	$11,947.00	87144	10/30/2025	$11,947.00
	Irrigation Installation at		10/30/2025				
	Historical Trail - North Side						
09/30/2025	116322	Invoice	10/30/2025	$7,611.00	87144	10/30/2025	$7,611.00
	Historical Trail Irrigation -		10/30/2025				
			Totals for MARIPOSA LANDSCAPES INC:	$31,728.00			$31,728.00
MARY CARMEN GARCIA							
10/15/2025	AUG/SEPT2025	Invoice	10/15/2025	$472.50	87072	10/15/2025	$472.50
	Aug/Sept '25 Youth Dance		10/15/2025				
			Totals for MARY CARMEN GARCIA:	$472.50			$472.50
MAUI BORCI							
10/15/2025	96359558	Invoice	10/15/2025	$150.00	87073	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for MAUI BORCI:	$150.00			$150.00
MELISA NARANJO							
10/15/2025	96369180	Invoice	10/15/2025	$150.00	87074	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
	10/4/25						
			Totals for MELISA NARANJO:	$150.00			$150.00
MELISSA RAMOSO							
10/15/2025	10132025	Invoice	10/15/2025	$201.82	87075	10/15/2025	$201.82
	Reimbursement of deposit		10/15/2025				
	for CM Ramoso Event Trip						
			Totals for MELISSA RAMOSO:	$201.82			$201.82
MINAL MEHTA							
10/15/2025	96359910	Invoice	10/15/2025	$150.00	87076	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for MINAL MEHTA:	$150.00			$150.00
MISS ARTESIA							
10/30/2025	PO-11881	Invoice	10/30/2025	$3,780.53	87145	10/30/2025	$3,780.53
	Miss Artesia Reimbursement		10/30/2025				
			Totals for MISS ARTESIA:	$3,780.53			$3,780.53
MissionSquare Retirement							
10/03/2025	10032025	Invoice	10/03/2025	$7,576.13	41247	10/07/2025	$7,576.13
	457b, 401a and Roth for		10/03/2025				
10/17/2025	10172025	Invoice	10/17/2025	$7,576.13	41264	10/30/2025	$7,576.13
	457b, 401a and Roth for		10/17/2025				
			Totals for MissionSquare Retirement:	$15,152.26			$15,152.26
MUKESH JOLLY							
10/15/2025	96372899	Invoice	10/15/2025	$150.00	87077	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for MUKESH JOLLY:	$150.00			$150.00
MUNICIPAL DENTAL POOL							
10/07/2025	23316-00001-100125	Invoice	10/07/2025	$4,239.96	87012	10/07/2025	$4,239.96

	25/10 PPO Dental Coverage		10/07/2025					
			Totals for MUNICIPAL DENTAL POOL:	$4,239.96				$4,239.96
NAPOLEON ORTEGA								
10/15/2025	96360747	Invoice	10/15/2025	$150.00	87078	10/15/2025		$150.00
	Street Fair deposit refund		10/15/2025					
			Totals for NAPOLEON ORTEGA:	$150.00				$150.00
NATIONAL ENVIRONMENTAL SERVICES								
09/30/2025	35007	Invoice	10/22/2025	$16,333.34	87127	10/22/2025		$16,333.34
	25/09 Street Sweeping		10/22/2025					
			Totals for NATIONAL ENVIRONMENTAL SERVICES:	$16,333.34				$16,333.34
NCRE HOLDINGS LLC								
10/22/2025	73586	Invoice	10/22/2025	$1,200.00	87128	10/22/2025		$1,200.00
	Deposit Refund - 11507		10/22/2025					
			Totals for NCRE HOLDINGS LLC:	$1,200.00				$1,200.00
NICHOLS LOCAL GOVERNMENT CONSULTING								
09/15/2025	2025-9828125-01	Invoice	10/07/2025	$4,200.00	87013	10/07/2025		$4,200.00
	Preparation of SB 90/State		10/07/2025					
	Mandated Claims FY22/23 -							
			Totals for NICHOLS LOCAL GOVERNMENT CONSULTING:	$4,200.00				$4,200.00
NORWALK PRINTING								
09/30/2025	21883	Invoice	10/01/2025	$185.64	86989	10/01/2025		$185.64
	Restock - Mayor Business		10/01/2025					
			Totals for NORWALK PRINTING:	$185.64				$185.64
PAUL MANNAM								
10/15/2025	96375253	Invoice	10/15/2025	$150.00	87079	10/15/2025		$150.00
	Street Fair deposit refund		10/15/2025					
			Totals for PAUL MANNAM:	$150.00				$150.00
Paycor, Inc.								
10/01/2025	INV06645346	Invoice	10/01/2025	$464.42	41248	10/07/2025		$464.42
	25/10 Monthly Service		10/01/2025					
			Totals for Paycor, Inc.:	$464.42				$464.42
PCAM, LLC								
09/30/2025	INVM0020190	Invoice	10/22/2025	$21,694.38	87129	10/22/2025		$21,694.38
	25/09 Bus Service &		10/22/2025					
			Totals for PCAM, LLC:	$21,694.38				$21,694.38
PETTY CASH								
09/19/2025	09.08.25 - 09.19.25	Invoice	10/01/2025	$84.81	86990	10/01/2025		$84.81
	Replenish Petty Cash 09/08 -		10/01/2025					
10/15/2025	10.04.25 - 10.14.25	Invoice	10/15/2025	$160.59	87080	10/15/2025		$160.59
	Replenish Petty Cash 10/04-		10/15/2025					
			Totals for PETTY CASH:	$245.40				$245.40
PISTA HOUSE								
10/07/2025	96358636	Invoice	10/07/2025	$150.00	87014	10/07/2025		$150.00
	Deposit refund for Street		10/07/2025					
			Totals for PISTA HOUSE:	$150.00				$150.00
POOJA KAMDAR								
10/15/2025	96518813	Invoice	10/15/2025	$80.00	87081	10/15/2025		$80.00
	Flag football Refund		10/15/2025					
			Totals for POOJA KAMDAR:	$80.00				$80.00
PRIMO BRANDS								
10/16/2025	25J0019168509	Invoice	10/16/2025	$101.93	41265	10/30/2025		$101.93
	Artesia Park - Water 9/15-		10/16/2025					
10/16/2025	25J0021825716	Invoice	10/16/2025	$149.86	41265	10/30/2025		$149.86
	Public Works - Water 9/15-		10/16/2025					
10/16/2025	25J1158700003	Invoice	10/16/2025	$366.34	41265	10/30/2025		$366.34
	City Hall - Water 9/15-		10/16/2025					
			Totals for PRIMO BRANDS:	$618.13				$618.13
RAMIREZ PRODUCTIONS								
09/26/2025	1587	Invoice	10/07/2025	$598.13	87130	10/22/2025		$598.13
	3 compartment sink for		10/07/2025					
			Totals for RAMIREZ PRODUCTIONS:	$598.13				$598.13
RINGCENTRAL								
10/28/2025	13570783001	Invoice	10/28/2025	$1,065.82	41266	10/30/2025		$1,065.82
	25/11 Telecommunication		10/28/2025					
			Totals for RINGCENTRAL:	$1,065.82				$1,065.82

RISK MANAGEMENT PROFESSIONALS								
10/16/2025	250434	Invoice	10/30/2025	$10,886.25	87146	10/30/2025	$10,886.25
	Professional Services for Local Hazard Mitigation Plan		10/30/2025				
			Totals for RISK MANAGEMENT PROFESSIONALS:	$10,886.25			$10,886.25
ROAMING TRUCKS								
10/15/2025	96366818	Invoice	10/15/2025	$300.00	87082	10/15/2025	$300.00
	Street Fair deposit refund		10/15/2025				
			Totals for ROAMING TRUCKS:	$300.00			$300.00
ROBERT HALF								
10/02/2025	65458675	Invoice	10/07/2025	$727.04	87016	10/07/2025	$727.04
	Planning Administrative		10/07/2025				
10/09/2025	65469549	Invoice	10/15/2025	$1,817.60	87083	10/15/2025	$1,817.60
	Planning Administrative		10/15/2025				
10/16/2025	65501469	Invoice	10/22/2025	$1,090.56	87131	10/22/2025	$1,090.56
	Planning Temp.		10/22/2025				
10/23/2025	65526583	Invoice	10/30/2025	$1,817.60	87147	10/30/2025	$1,817.60
	Planning Administrative		10/30/2025				
			Totals for ROBERT HALF:	$5,452.80			$5,452.80
RON IBARRA ENGINEERING								
09/02/2025	2025_08	Invoice	10/01/2025	$21,100.00	86991	10/01/2025	$21,100.00
	25/08 Engineering Services		10/01/2025				
08/01/2025	2025_07	Invoice	10/01/2025	$28,050.00	86991	10/01/2025	$28,050.00
	25/07 Engineering Services		10/01/2025				
09/02/2025	2025-08	Invoice	10/01/2025	$5,825.00	86991	10/01/2025	$5,825.00
	25/08 Encroachment		10/01/2025				
08/01/2025	2025-07	Invoice	10/01/2025	$2,255.00	86991	10/01/2025	$2,255.00
	25/07 Encroachment		10/01/2025				
10/01/2025	2025_09	Invoice	10/15/2025	$15,200.00	87084	10/15/2025	$15,200.00
	25/09 Engineering Services		10/15/2025				
			Totals for RON IBARRA ENGINEERING:	$72,430.00			$72,430.00
RTA BROADCASTING								
10/30/2025	GOLD	Invoice	10/30/2025	$650.00	87148	10/30/2025	$650.00
	Gold Sponsorship + 2 tickets for portuguese		10/30/2025				
			Totals for RTA BROADCASTING:	$650.00			$650.00
SABU SYRIAC								
10/15/2025	96372193	Invoice	10/15/2025	$150.00	87085	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SABU SYRIAC:	$150.00			$150.00
SAGECREST PLANNING AND ENVIRONMENTAL								
09/30/2025	5427	Invoice	10/15/2025	$225.00	87086	10/15/2025	$225.00
	25/09 DTSP		10/15/2025				
09/30/2025	5428	Invoice	10/15/2025	$100.00	87086	10/15/2025	$100.00
	25/09 Deposit - 17610		10/15/2025				
09/30/2025	5426	Invoice	10/15/2025	$350.00	87086	10/15/2025	$350.00
	25/09 Deposit - 11746		10/15/2025				
09/30/2025	5425	Invoice	10/15/2025	$15,572.50	87086	10/15/2025	$15,572.50
	25/09 General Planning		10/15/2025				
			Totals for SAGECREST PLANNING AND ENVIRONMENTAL:	$16,247.50			$16,247.50
SAHARA CARES								
10/15/2025	96497516	Invoice	10/15/2025	$150.00	87087	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SAHARA CARES:	$150.00			$150.00
SAPKOTA REALTY								
10/15/2025	96372013	Invoice	10/15/2025	$150.00	87088	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SAPKOTA REALTY:	$150.00			$150.00
SAYED RIZVI								
10/15/2025	96372308	Invoice	10/15/2025	$150.00	87089	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SAYED RIZVI:	$150.00			$150.00
SEUNG YOUNG JEUNG								
10/15/2025	AUG/OCT2025	Invoice	10/15/2025	$175.50	87090	10/15/2025	$175.50
	Aug/Oct '25 Guitar Class		10/15/2025				

			Totals for SEUNG YOUNG JEUNG:	$175.50			$175.50
SHABNAM OASIM							
10/30/2025	95440086	Invoice	10/30/2025	$150.00	87149	10/30/2025	$150.00
	Street Fair Participant not		10/30/2025				
			Totals for SHABNAM OASIM:	$150.00			$150.00
SHAFAK SHAIKH							
10/15/2025	96371771	Invoice	10/15/2025	$150.00	87091	10/15/2025	$150.00
	Street Fair deposit refund 10/4/25		10/15/2025				
			Totals for SHAFAK SHAIKH:	$150.00			$150.00
SHWETA PARIKH							
10/30/2025	95440007	Invoice	10/30/2025	$150.00	87150	10/30/2025	$150.00
	Street Fair Participant not		10/30/2025				
			Totals for SHWETA PARIKH:	$150.00			$150.00
SIMRAN GARCHA							
10/15/2025	96375351	Invoice	10/15/2025	$150.00	87151	10/30/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SIMRAN GARCHA:	$150.00			$150.00
SIMRAN GARCHA							
10/15/2025	96375372	Invoice	10/15/2025	$150.00	87092	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for SIMRAN GARCHA:	$150.00			$150.00
SOUTHERN CALIFORNIA EDISON CO							
10/07/2025	700454958639-092525	Invoice	10/07/2025	$23.37	41249	10/07/2025	$23.37
	25/09 18510 Corby Ave.		10/07/2025				
10/07/2025	700483004874-92625	Invoice	10/07/2025	$16,710.88	41249	10/07/2025	$16,710.88
	25/09 Various Locations		10/07/2025				
10/07/2025	700485859203-92525	Invoice	10/07/2025	$2,948.20	41249	10/07/2025	$2,948.20
	25/09 Various Traffic Signals		10/07/2025				
10/07/2025	700492283835-91825	Invoice	10/07/2025	$273.18	41249	10/07/2025	$273.18
	25/09 Various Locations TC-		10/07/2025				
10/07/2025	700492421150-91825	Invoice	10/07/2025	$148.28	41249	10/07/2025	$148.28
	25/09 Artesia/Gridley		10/07/2025				
10/07/2025	700498964105-91825	Invoice	10/07/2025	$2,393.40	41249	10/07/2025	$2,393.40
	25/09 18750 Clarkdale EV		10/07/2025				
10/07/2025	700560422190-91825	Invoice	10/07/2025	$51.09	41249	10/07/2025	$51.09
	25/09 18600 1/2 S Norwalk		10/07/2025				
10/07/2025	700562509108-91825	Invoice	10/07/2025	$70.58	41249	10/07/2025	$70.58
	25/09 12001 Artesia Blvd		10/07/2025				
10/07/2025	700405333439-92625	Invoice	10/07/2025	$1,113.22	41249	10/07/2025	$1,113.22
	25/09 Various Locations		10/07/2025				
10/07/2025	700491366274-10125	Invoice	10/07/2025	$18,036.57	41249	10/07/2025	$18,036.57
	25/09 Various Locations		10/07/2025				
10/07/2025	IR-5225	Invoice	10/15/2025	$45.00	87093	10/15/2025	$45.00
	EOC - ICS 300 Training		10/15/2025				
			Totals for SOUTHERN CALIFORNIA EDISON CO:	$41,813.77			$41,813.77
Southern California Gas Company							
10/21/2025	12690659565-101425	Invoice	10/21/2025	$14.30	41267	10/30/2025	$14.30
	25/10 18641 Corby Ave.		10/21/2025				
10/21/2025	17740623008-100325	Invoice	10/21/2025	$14.30	41267	10/30/2025	$14.30
	25/10 18747 Clarkdale Ave.		10/21/2025				
10/21/2025	17950623003-100325	Invoice	10/21/2025	$23.12	41267	10/30/2025	$23.12
	25/10 18750 Clarkdale Ave.		10/21/2025				
10/21/2025	17949759637-101425	Invoice	10/21/2025	$9.74	41267	10/30/2025	$9.74
	25/10 18644 Alburtis Ave.		10/21/2025				
10/21/2025	04530693599-102025	Invoice	10/21/2025	$4.93	41267	10/30/2025	$4.93
	25/10 11870 169th St.		10/21/2025				
10/21/2025	12280628004-101625	Invoice	10/21/2025	$39.31	41267	10/30/2025	$39.31
	25/10 11931 South St -		10/21/2025				
			Totals for Southern California Gas Company:	$105.70			$105.70
SOUTHERN CALIFORNIA SECURITY CENTERS							
09/24/2025	110667	Invoice	10/01/2025	$40.06	86992	10/01/2025	$40.06
	Copies of Keys		10/01/2025				
10/01/2025	110796	Invoice	10/15/2025	$346.46	87094	10/15/2025	$346.46
	City Hall Repair Main Door		10/15/2025				

09/26/2025	110704	Invoice	10/30/2025	$364.88	87152	10/30/2025	$364.88
	Creation of Additional Keys		10/30/2025				
		Totals for SOUTHERN CALIFORNIA SECURITY CENTERS:		$751.40			$751.40
SOUTHWEST PATROL INC							
10/15/2025	80979	Invoice	10/22/2025	$10,800.00	87132	10/22/2025	$10,800.00
	25/10 Security Guard		10/22/2025				
09/30/2025	80752	Invoice	10/22/2025	$10,800.00	87132	10/22/2025	$10,800.00
	25/09 Security Guard		10/22/2025				
		Totals for SOUTHWEST PATROL INC:		$21,600.00			$21,600.00
SPECTRUM BUSINESS							
10/21/2025	188521501-102125	Invoice	10/21/2025	$239.98	41268	10/30/2025	$239.98
	Sept/Oct '25 11870 169th		10/21/2025				
10/21/2025	188522301-102125	Invoice	10/21/2025	$339.98	41268	10/30/2025	$339.98
	Sept/Oct '25 18750		10/21/2025				
10/21/2025	188521401-102125	Invoice	10/21/2025	$370.00	41268	10/30/2025	$370.00
	Sept/Oct '25 11870 169th		10/21/2025				
10/21/2025	188522201-102125	Invoice	10/21/2025	$380.00	41268	10/30/2025	$380.00
	Sept/Oct '25 18750		10/21/2025				
		Totals for SPECTRUM BUSINESS:		$1,329.96			$1,329.96
SRINIVAS EERPINA							
10/15/2025	96359796	Invoice	10/15/2025	$150.00	87095	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for SRINIVAS EERPINA:		$150.00			$150.00
SSD ALARM SYSTEMS							
08/21/2025	S-01153330	Invoice	10/07/2025	$232.56	87017	10/07/2025	$232.56
	AJ Park Bldg A - Alarm Panel		10/07/2025				
09/01/2025	R-00609407	Invoice	10/22/2025	$280.20	87133	10/22/2025	$280.20
	9/1-11/30/25 - 18750		10/22/2025				
09/01/2025	R-00605233	Invoice	10/22/2025	$283.29	87133	10/22/2025	$283.29
	9/1-11/30/25 - 18722		10/22/2025				
		Totals for SSD ALARM SYSTEMS:		$796.05			$796.05
Sterling Administration							
10/03/2025	893237	Invoice	10/03/2025	$690.82	41250	10/07/2025	$690.82
	25/10 FSA/DCA		10/03/2025				
10/17/2025	894308	Invoice	10/17/2025	$690.82	41269	10/30/2025	$690.82
	25/10 FSA/DCA		10/17/2025				
		Totals for Sterling Administration:		$1,381.64			$1,381.64
SUE ANN TUMAKAY							
10/15/2025	96602255	Invoice	10/15/2025	$150.00	87096	10/15/2025	$150.00
	Security Deposit Refund		10/15/2025				
		Totals for SUE ANN TUMAKAY:		$150.00			$150.00
SYEDA FAZALBHOY							
10/15/2025	96372581	Invoice	10/15/2025	$150.00	87097	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for SYEDA FAZALBHOY:		$150.00			$150.00
THE FAMILY PIZZA							
10/15/2025	963689946	Invoice	10/15/2025	$150.00	87098	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
		Totals for THE FAMILY PIZZA:		$150.00			$150.00
THE WALKING MAN, INC.							
09/29/2025	F4630	Invoice	10/01/2025	$975.00	86993	10/01/2025	$975.00
	Distribution for Artesian Fall 2025		10/01/2025				
		Totals for THE WALKING MAN, INC.:		$975.00			$975.00
T-MOBILE							
10/14/2025	981989691-100125	Invoice	10/14/2025	$1,032.08	41257	10/16/2025	$1,032.08
	25/10 City Cell Phone		10/14/2025				
		Totals for T-MOBILE:		$1,032.08			$1,032.08
TPX COMMUNICATIONS							
09/16/2025	187264680-0	Invoice	10/01/2025	$349.14	86994	10/01/2025	$349.14
	25/09 Telephone Service		10/01/2025				
10/16/2025	187693707-0	Invoice	10/30/2025	$371.17	87153	10/30/2025	$371.17
	25/10 Telephone Service		10/30/2025				
		Totals for TPX COMMUNICATIONS:		$720.31			$720.31
TULASI GYAWALI							

10/15/2025	96497377	Invoice	10/15/2025	$150.00	87099	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for TULASI GYAWALI:	$150.00			$150.00
U.S. BANK CORPORATE PAYMENT SYSTEMS							
10/07/2025	7883-25/09	Invoice	10/07/2025	$37,993.67	41251	10/07/2025	$37,993.67
	25/09 Credit Card Purchases		10/07/2025				
			Totals for U.S. BANK CORPORATE PAYMENT SYSTEMS:	$37,993.67			$37,993.67
VALLEY ALARM							
10/02/2025	1315654A	Invoice	10/02/2025	$26.50	41258	10/16/2025	$26.50
	25/10 - 18644 Alburtis		10/02/2025				
10/02/2025	1313582A	Invoice	10/02/2025	$49.95	41258	10/16/2025	$49.95
	25/10 - 17203 Corby Ave.		10/02/2025				
10/02/2025	1315646A	Invoice	10/02/2025	$4,525.56	41258	10/16/2025	$4,525.56
	25/10 - Fire Station, AJ		10/02/2025				
	Padelford Park & Artesia						
			Totals for VALLEY ALARM:	$4,602.01			$4,602.01
VICTORIA ROMERO							
10/15/2025	96372333	Invoice	10/15/2025	$150.00	87100	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for VICTORIA ROMERO:	$150.00			$150.00
VICTORY OUTREACH							
10/15/2025	96497625	Invoice	10/15/2025	$150.00	87101	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for VICTORY OUTREACH:	$150.00			$150.00
VIPUL MODHA							
10/15/2025	96381613	Invoice	10/15/2025	$150.00	87102	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for VIPUL MODHA:	$150.00			$150.00
VVA Chapter 1024							
09/23/2025	IR-5384	Invoice	10/30/2025	$700.00	87154	10/30/2025	$700.00
	Veterans Day Celebration		10/30/2025				
			Totals for VVA Chapter 1024:	$700.00			$700.00
WALLIS BANK							
10/15/2025	96372537	Invoice	10/15/2025	$150.00	87103	10/15/2025	$150.00
	Street Fair deposit refund		10/15/2025				
			Totals for WALLIS BANK:	$150.00			$150.00
WATER REPLENISHMENT DISTRICT OF SO. CALIF.							
10/15/2025	0160-083125	Invoice	10/15/2025	$154.36	87104	10/15/2025	$154.36
	25/08 Groundwater		10/15/2025				
			Totals for WATER REPLENISHMENT DISTRICT OF SO. CALIF.:	$154.36			$154.36
WEST COAST ARBORISTS INC							
09/15/2025	234281	Invoice	10/15/2025	$31,172.50	87105	10/15/2025	$31,172.50
	25/09 Tree Maintenance		10/15/2025				
	District #5						
			Totals for WEST COAST ARBORISTS INC:	$31,172.50			$31,172.50
WESTERN EXTERMINATOR COMPANY							
09/10/2025	82701716	Invoice	10/01/2025	$162.40	86995	10/01/2025	$162.40
	25/09 18750 Clarkdale Ave		10/01/2025				
09/10/2025	82699161	Invoice	10/01/2025	$210.16	86995	10/01/2025	$210.16
	25/09 11870 169th St		10/01/2025				
09/04/2025	82698753	Invoice	10/01/2025	$105.90	86995	10/01/2025	$105.90
	25/09 18644 187Th St		10/01/2025				
09/04/2025	82698754	Invoice	10/01/2025	$105.90	86995	10/01/2025	$105.90
	25/09 18641 Corby Ave.		10/01/2025				
09/04/2025	82700151	Invoice	10/01/2025	$125.93	86995	10/01/2025	$125.93
	25/09 17203 Corby Ave		10/01/2025				
09/04/2025	82698845	Invoice	10/01/2025	$127.12	86995	10/01/2025	$127.12
	25/09 18747 Clarkdale Ave.		10/01/2025				
10/10/2025	84070450	Invoice	10/22/2025	$109.08	87134	10/22/2025	$109.08
	25/10 18641 Corby Ave.		10/22/2025				
10/10/2025	84070449	Invoice	10/22/2025	$109.08	87134	10/22/2025	$109.08
	25/10 18644 187th St		10/22/2025				
10/10/2025	84071782	Invoice	10/22/2025	$129.71	87134	10/22/2025	$129.71
	25/10 17203 Corby Ave.		10/22/2025				
10/10/2025	84070539	Invoice	10/22/2025	$142.72	87134	10/22/2025	$142.72

	25/10 18747 Clarkdale Ave.		10/22/2025				
10/10/2025	84073252	Invoice	10/22/2025	$167.27	87134	10/22/2025	$167.27
	25/10 18750 Clarkdale Ave.		10/22/2025				
		Totals for WESTERN EXTERMINATOR COMPANY:		$1,495.27			$1,495.27
Wex Bank							
10/09/2025	107892166	Invoice	10/09/2025	$1,406.28	41259	10/16/2025	$1,406.28
	25/09 Gas Card Purchases		10/09/2025				
			Totals for Wex Bank:	$1,406.28			$1,406.28
WILLDAN ENGINEERING							
09/30/2025	00714657	Invoice	10/07/2025	$34,701.00	87018	10/07/2025	$34,701.00
	25/08 Planning Service		10/07/2025				
09/30/2025	00714645	Invoice	10/07/2025	$34,913.75	87018	10/07/2025	$34,913.75
	25/08 Housing Element &		10/07/2025				
08/27/2025	00714605	Invoice	10/07/2025	$12,322.50	87018	10/07/2025	$12,322.50
	25/07 Housing Element &		10/07/2025				
08/27/2025	00714615	Invoice	10/07/2025	$42,333.00	87018	10/07/2025	$42,333.00
	25/07 Planning Service		10/07/2025				
			Totals for WILLDAN ENGINEERING:	$124,270.25			$124,270.25
XOCHITL AVILA							
09/25/2025	95959618	Invoice	10/01/2025	$80.00	86996	10/01/2025	$80.00
	Refund Youth Flag Football		10/01/2025				
			Totals for XOCHITL AVILA:	$80.00			$80.00
YU HWA CHIANG							
10/22/2025	33856	Invoice	10/22/2025	$3,065.25	87135	10/22/2025	$3,065.25
	Deposit Refund - 11520 &		10/22/2025				
			Totals for YU HWA CHIANG:	$3,065.25			$3,065.25
YUNEX LLC							
10/03/2025	90005426	Invoice	10/07/2025	$1,989.00	87019	10/07/2025	$1,989.00
	25/09 Traffic Signal		10/07/2025				
10/03/2025	5610006491	Invoice	10/07/2025	$3,134.41	87019	10/07/2025	$3,134.41
	25/09 Traffic Signal Call/Out		10/07/2025				
			Totals for YUNEX LLC:	$5,123.41			$5,123.41
			GRAND TOTALS:	**$1,944,388.32**			**$1,944,388.32**

A total of 320 transaction(s) listed

Payroll	**10/3/2025**	**$116,792.53**
	10/17/2025	**$118,763.83**
	10/31/2025	**$113,817.01**
Total Payroll		**$349,373.37**
Total Disbursement		**$2,293,761.69**

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9C.**

TO: Mayor and Members of the City Council

SUBJECT: City Financial Report - September 2025

FROM: Jamie Murguia, Finance Manager

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
Abel Avalos, City Manager

RECOMMENDATION:
Staff recommends that the City Council receive and file the report.

BACKGROUND:
In accordance with Artesia Municipal Code (AMC) 2-4.705 (f), the attached Finance Report details the activity and balance for all City accounts and funds as of September 30, 2025. Reports are reconciled for cash on hand (bank) to cash recorded in the general ledger through the period ending Septem 30, 2025.

Activity for Money Market, Checking, Revolving, Cafeteria, Local Agency Investment Fund, CDBG, and Petty Cash are provided for review. Fund Balances compare the cash to each fund's obligation. The balance of the individual accounts and funds should be read with the understanding that cash on hand, is not cash available for unplanned expenditures. The cash balance encompasses the City's contingency reserves, operating expenditures, and monies kept in restricted use funds including Trust and Agency. The City of Artesia is debt-free; therefore, the finance report does not include any debt activity.

ANALYSIS:
The City is the recipient of several reimbursable grants. This means that, while the City has been awarded funding projects, the City must front the cost of those projects with General Fund revenue, and request reimbursement from the respective grantor as each project progresses. Towards that end, the balance of individual accounts and funds reflected in this Report will vary from month to month as expenses are made and reimbursements are received.

The Schedule of Investments highlights the City's longer duration investments held with Academy Asset Management, the City's investment advisor. A summary of these investments has always been highlighted on the Treasurer's Report; however, the Schedule of Investments provides an additional layer of visibility of the City's longer duration investments.

FISCAL IMPACT:
There is no fiscal impact associated with the receipt and file of this Report.

RECOMMENDED COUNCIL ACTION:
Staff recommends that the City Council receive and file the report.

Attachments

Treasurer Report 092025.pdf

City of Artesia
Treasurer's Report
09/30/25

	MONEY MARKET ACCOUNT	CHECKING ACCOUNT	LOCAL AGENCY INVESTMENT ACCOUNT
Beginning Balance - 9/1/25	612,529.77	(68,842.84)	5,173,195.99
State/County/Misc Monthly Wires	1,314,037.93	-	-
Deposits	629,587.11	1,150.00	-
Civic Plus Credit deposits	-	14,196.00	-
Credit Transactions	-	1,384.00	-
PayGov Credit Deposits	-	10,431.75	-
Transfer from Money Market	-	2,218,000.00	-
Transfer from LAIF Account	-	-	-
Interest Income	8.07	-	
Transfer to Checking Account	(2,218,000.00)	-	-
Transfer to LAIF Account	-	-	-
Transfer to CAMP/CLASS Account	-	(780,000.00)	-
Disbursements	-	(992,568.95)	-
PERS Retirement	-	(45,066.26)	-
Payroll	-	(226,506.73)	-
Payroll Tax Wire (IRS)	-	(57,350.84)	-
Bank Fees/Paid Parking Fees	(1,461.25)	(821.70)	-
Ending Balance - 9/30/2025	**336,701.63**	**74,004.43**	**5,173,195.99**

	CAMP ACCOUNT	CLASS ACCOUNT	ACADEMY AM
Beginning Balance - 9/1/25	8,098,250.51	7,602,675.54	5,106,161.51
Transfer from Checking Account	-	780,000.00	-
Deposits	29,026.91	26,256.34	17,561.69
Transfer Out/Disbursements		(575,000.00)	(208.33)
Unrealized Gain/Loss	-	-	4,366.00
Ending Balance - 9/30/2025	**8,127,277.42**	**7,833,931.88**	**5,127,880.87**

	CAFETERIA ACCOUNT	CDBG FIX-UP PROGRAM	PETTY CASH
Beginning Balance - 9/1/25	1,324.56	1,716.19	500.00
Deposits	-	-	-
Disbursements	-	-	-
Ending Balance - 9/30/2025	**1,324.56**	**1,716.19**	**500.00**

	REVOLVING ACCOUNT	TOTAL ALL ACCOUNTS
Beginning Balance - 9/1/25	1,362.14	26,528,873.37
Deposits	-	5,041,639.80

Disbursements	-	(4,896,984.06)
Unrealized Gain/Loss	-	4,366.00
Ending Balance - 9/30/2025	**1,362.14**	**26,677,895.11**

City of Artesia
Comparison of Cash Balances to Fund Balance
09/30/25

	GENERAL FUND (100)	SUMMER LUNCH PROGRAM (150)
Beginning Balance - 9/1/25	14,872,066.89	5,699.87
Receivables	963,554.08	-
Prepaid Expenses	(10,268.71)	-
Investment Appreciation	-	-
Liabilities & Deposits	(1,600,776.38)	1,384.00
FUND BALANCE	**14,224,575.88**	**7,083.87**

SPECIAL REVENUE FUNDS

	ARTESIA HOUSING AUTHORITY (200)	AJ PARK EXPANSION (205)	BICYCLE / PEDESTRIAN FUND (210)
Cash Balance	844,484.58	(185,406.26)	17,683.81
Receivables		-	-
Liabilities	(61,895.00)	-	-
FUND BALANCE	**782,589.58**	**(185,406.26)**	**17,683.81**

	PUBLIC EDUCATION IN GOVERNMENT (215)	BILLBOARD FUND (220)	CNRA SPECIFIED GRANT (225)
Cash Balance	(21,024.42)	496,275.35	(383,682.08)
Receivables	-	2,238,681.62	-
Liabilities	-	(2,115,486.87)	-
FUND BALANCE	**(21,024.42)**	**619,470.10**	**(383,682.08)**

	HOUSING URBAN DEVELOPMENT (227)	CALIFORNIA BEVERAGE RECYCLING (230)	YOUTH ACTIVITIES LEAGUE (235)
Cash Balance	16,485.83	5,773.23	(45,554.84)
Receivables	-	-	-
Liabilities	-	-	-
Ending Balance - 9/30/2025	**16,485.83**	**5,773.23**	**(45,554.84)**

City of Artesia
Comparison of Cash Balances to Fund Balance
09/30/25

SPECIAL REVENUE FUNDS (continued)

	CITIZEN OPTION FOR PUBLIC SAFETY (240)	CLEAN AIR FUEL BUS GRANT (250)	COMMUNITY FACILITY DISTRICT (260)
Cash Balance	221,347.35	(10,547.50)	85,426.05
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	**221,347.35**	**(10,547.50)**	**85,426.05**

	COMMUNITY DEVELOPMENT BLOCK GRANT (270)	CALIFORNIA STREET GRANTS (280)	FEDERAL STPL (290)
Cash Balance	(27,726.65)	553,018.75	72,940.60
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	**(27,726.65)**	**553,018.75**	**72,940.60**

	MAP 21 EXCHANGE (310)	MEASURE M (320)	MEASURE R (330)
Cash Balance	201,425.53	1,455,108.03	769,231.20
Receivables	-		-
Liabilities	-	-	-
FUND BALANCE	**201,425.53**	**1,455,108.03**	**769,231.20**

	TOD PLANNING GRANT (340)	COUNTY PARK IMPROVEMENT (350)	PROPOSITION A FUND (360)
Cash Balance	(64,753.21)	1,087,932.72	479,738.34
Receivables	-	-	2,773.00
Liabilities	-	-	-
FUND BALANCE	**(64,753.21)**	**1,087,932.72**	**482,511.34**

City of Artesia
Comparison of Cash Balances to Fund Balance
09/30/25

SPECIAL REVENUE FUNDS (continued)

	PROPOSITION C FUND (370)	SB1 RMRA (375)	SB 1383 GIVEAWAY (377)
Cash Balance	682,502.82	1,189,362.22	73,594.03
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	**682,502.82**	**1,189,362.22**	**73,594.03**

	SOUTH COAST AIR QUALITY MGMT DIST (390)	SAFE ROUTE TO SCHOOL (400)	SHERIFF FORFEITURES & SEIZURES (410)
Cash Balance	318,207.81	(0.32)	447.20
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	**318,207.81**	**(0.32)**	**447.20**

	STATE GAS TAX (420)	HOME STAY PROGRAM (430)	STREET LIGHTING MAINTENANCE FUND (440)
Cash Balance	(102,082.82)	3,546.95	57,786.44
Receivables	4,074.00	-	-
Liabilities	-	-	-
FUND BALANCE	**(98,008.82)**	**3,546.95**	**57,786.44**

	TRAFFIC CONGESTION RELIEF (450)	CAL FIRE URBAN GRANT (460)	DEVELOPMENT IMPACT FEES (470)
Cash Balance	22,891.39	(81,146.97)	2,067,227.60
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	**22,891.39**	**(81,146.97)**	**2,067,227.60**

City of Artesia
Comparison of Cash Balances to Fund Balance
09/30/25

SPECIAL REVENUE FUNDS (continued)

	MEASURE W (480)	RECYCLED OIL (490)
Cash Balance	600,998.96	4,367.44
Receivables	-	-
Liabilities	-	-
FUND BALANCE	**600,998.96**	**4,367.44**

CAPITAL PROJECTS FUNDS

	SPECIAL / CAPITAL PROJECT FUND (500)	PIONEER BOND PROJECT (510)	HISTORICAL DISTRICT BOND PROJECT (520)
Cash Balance	(174,428.70)	341,645.10	583,558.09
Receivables	16,084.06	-	-
Liabilities	-	-	-
FUND BALANCE	**(158,344.64)**	**341,645.10**	**583,558.09**

AGENCY FUNDS

	TRUST AND AGENCY (710)	SENIOR CITIZENS (720)	GEORGE NELSON MEMORIAL FUND (740)
Cash Balance	9,338.63	6,271.99	2,243.57
Receivables	-	-	-
Liabilities	(9,338.63)	(6,271.99)	(2,243.57)
FUND BALANCE	**-**	**-**	**-**

TOTAL ALL FUNDS

Cash Balance	26,052,274.60
Receivables	3,225,166.76
Fixed Assets, net	-
Prepaid Expenses	(10,268.71)
Investment Appreciation	-
Liabilities	(3,794,628.44)
FUND BALANCE	**25,472,544.21**

City of Artesia
Comparison of Cash Balances to Fund Balance
09/30/25

SUCCESSOR AGENCY FUNDS

	SUCCESSOR AGENCY ADMIN PROJECTS (800)	SUCCESSOR AGENCY TAX INCREMENT (810)	REDEVELPMT OBLIGATION RETIREMENT FUND (820)
Cash Balance	-	-	625,620.51
Cash with Fiscal Agent	-	688,700.73	-
Liabilities	-	-	-
Bonds Payable	-	(11,844,776.50)	(133,597.81)
FUND BALANCE	**-**	**(11,156,075.77)**	**492,022.70**

TOTAL SUCCESSOR FUNDS

Cash Balance	625,620.51
Cash with Fiscal Agent	688,700.73
Liabilities	-
Bonds Payable	(11,978,374.31)
FUND BALANCE	**(10,664,053.07)**

Schedule of Investments
City of Artesia
September 30, 2025

Investment	CUSIP #	PURCHASE Date	MATURITY Date**	COUPON	YIELD@	VALUE COST #	VALUE PAR	VALUE MARKET*	Annual Projected Interest	Weight
Beginning Balance - 9/1/25										
c First American Government Oblig F	31846V203	Various	Demand	N/A	3.980%	$85,337.87	85,337.87	85,337.87	3,396.45	0.017
					Subtotal	$85,337.87	85,337.87	85,337.87	3,396.45	0.017
Government Securities:										
UNITED STATES TREASURY	9128287B0	2/26/2025	6/30/2026	1.875%	1.930%	728,203.13	750,000.00	734,475.00	14,062.50	0.149
UNITED STATES TREASURY	912828Y95	2/27/2025	7/31/2026	1.875%	1.930%	726,621.09	750,000.00	733,215.00	14,062.50	0.149
UNITED STATES TREASURY	912828Z94	2/27/2025	2/15/2030	1.500%	1.690%	661,435.55	750,000.00	675,000.00	11,250.00	0.149
UNITED STATES TREASURY	91282CDK4	2/27/2025	11/30/2026	1.250%	1.310%	618,667.97	650,000.00	626,411.50	8,125.00	0.129
UNITED STATES TREASURY	91282CFB2	2/27/2025	7/31/2027	2.750%	2.830%	726,708.98	750,000.00	732,862.50	20,625.00	0.149
UNITED STATES TREASURY	91282CFT3	2/27/2025	10/31/2029	4.000%	4.000%	745,400.39	750,000.00	752,077.50	30,000.00	0.149
UNITED STATES TREASURY	91282CKB6	2/25/2025	2/28/2026	4.625%	4.600%	752,871.09	750,000.00	751,192.50	34,687.50	0.149
					Subtotal	4,959,908.20	5,150,000.00	5,005,234.00	132,812.50	1.021
Total Investments						5,045,246.07	5,235,337.87	5,090,571.87	136,208.95	1.04

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9D.**

TO: Mayor and Members of the City Council

SUBJECT: AB 1234 Reporting

FROM: Christina Nieto-Linares, Administrative Secretary

REVIEWED AND APPROVED BY:
Abel Avalos, City Manager

RECOMMENDATION:
It is recommended that the City Council receive and file the report.

BACKGROUND:
AB 1234, became effective January 1, 2006. This bill requires a local agency that provides reimbursement for expenses to members of its legislative body to adopt a written policy on the duties for which legislative body members may receive compensation, other than meetings of the legislative body or an advisory body or attendance at a conference or organized educational activity. Resolution No. 24-2970 outlines the City's Expense Reimbursement and Travel Policy.

STATEMENT OF FACT:

Councilmember	**Event**	**Benefit of Expenditure to the Residents**
Ali Sajjad Taj	Shrimp Boil & Benefit - Cerritos Artesia Rotary Club 10/17	Attending City, community, regional and other events
Rene Trevino	N/A	N/A
Melissa Ramoso	Shrimp Boil & Benefit - Cerritos Artesia Rotary Club 10/17	Attending City Community regional and other events

Monica Manalo	Shrimp Boil & Benefit - Cerritos Artesia Rotary Club 10/17	Attending City Community regional and other events
Zeel Ahir	Shrimp Boil & Benefit - Cerritos Artesia Rotary Club 10/17	Attending City Community regional and other events

Additionally, Council is provided automobile reimbursement in the amount of a flat $150 per month amount as authorized in the Resolution 24-2970, which outlines the Expense Reimbursement and Travel Policy

FISCAL IMPACT:
The reported expenditures are in compliance with AB 1234, the City travel policy, and have been budgeted.

RECOMMENDED COUNCIL ACTION:
It is recommended that the City Council receive and file report.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9E.**

TO: Mayor and Members of the City Council

SUBJECT: Resolution Regarding the Consideration of Adoption of California Department of Transportation's Local Assistance Procedures

FROM: Ernesto Sanchez, Public Works Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager
Jamie Murguia, Finance Manager
HongDao Nguyen, City Attorney
Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that City Council, by motion, adopt Resolution No. 25-3069, A Resolution of the City Council of the City of Artesia, California, Adopting the California Department of Transportation's Local Assistance Procedure Manual Chapter 10: Consultant Selection.

BACKGROUND:

The City of Artesia ("City") periodically receives state and federal grants for street improvement projects through the California Department of Transportation (Caltrans). Caltrans requires that these projects be administered in accordance with their Local Assistance Procedures Manual (LAPM), which includes policies and procedures for the procurement of contracts, project management, and grant administration. Local agencies are required to either adopt LAPM procurement policies and procedures, or policies and procedures that are in line with LAPM specifically for Caltrans-administered or funded projects.

The City's Purchasing Policy and Procedures includes written guidance for procuring professional services such as architects and engineers. However, this guidance does not adhere to LAPM regulations or advise Staff to utilize LAPM requirements when procuring and selecting architects and engineers on Caltrans administered or funded projects.

ANALYSIS:

The City's current Purchasing Policy and Procedures provides that professional services, such as architects and engineers, are not subject to bid procedures set forth in Section 3-4.08 through 3-4.16 of the Artesia Municipal Code. Under the City's policy, professional services do not need to undergo formal or informal bidding procedures which involve a public and competitive solicitation of bids or proposals.

LAPM Chapter 10: Consulting Selection outlines a different procedure for professional service contracts that is specific to Caltrans-administered or funded projects. LAPM requires the following procedure:

1. Development of a Request for Proposal (RFP) – RFP includes a description of the project, a detailed scope of work, consultant qualifications, schedule, and proposed cost.

2. Public Solicitation of RFP – Public advertisement of the RFP on City platforms, newspaper, and technical publications to assure that qualified in-state and out-of-state consultants are provided a fair opportunity to be considered.
3. Evaluation of Received Proposals – A selection committee evaluates the received proposals and develops a final ranking.

In a recent audit, Caltrans determined that the City's current Purchasing Policy and Procedures did not address LAPM procedures for Caltrans-administered or funded projects. As a result, Caltrans has asked that the City adopt the procedures in LAPM Chapter 10: Consulting Selection to ensure that these guidelines are utilized on all future state and federal funded professional services contracts. Despite not being formally adopted, Staff is already utilizing LAPM procedures on state and federal funded professional services contracts. On September 8, 2025, the City Council approved a professional services agreement with RKA Consulting Group to complete plans, specifications, and estimates for the Roadway Pavement Rehabilitation Project. This project is funded by a Congressional Directed Spending grant from former Congresswoman Michelle Steele in the amount of $6,000,000. The project is being administered by Caltrans, and Staff solicited and evaluated engineering proposals for this project in accordance with LAPM procedures.

FISCAL IMPACT:
There is no fiscal impact to the General Fund. Adoption of Resolution No. 25-3037 ensures that the City complies with current regulations regarding the procurement and administration of architectural and engineering services for state and federal grant funded street improvement projects.

RECOMMENDED COUNCIL ACTION:
Staff recommends that City Council, by motion, adopt Resolution No. 25-3069, A Resolution of the City Council of the City of Artesia, California, Adopting the California Department of Transportation's Local Assistance Procedure Manual Chapter 10: Consultant Selection.

Attachments

Resolution 25-3069.pdf
LAMP Chapter 10.pdf

RESOLUTION NO. 25-3069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY ARTESIA, CALIFORNIA, ADOPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S LOCAL ASSISTANCE PROCEDURE MANUAL CHAPTER 10: CONSULTANT SELECTION

WHEREAS, the City of Artesia is responsible for constructing transportation projects that are state and federally funded;

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms;

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts;

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications;

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations;

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the City of Artesia desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA HEREBY FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct findings of the City Council of the City of Artesia.

SECTION 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated January 2025 or as amended in future updates, is approved and adopted.

SECTION 3. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection shall be incorporated into the City's Purchasing Policy and Procedures for all Architectural and Engineering (A&E) Projects that receive federal and/or state funding and for which the State or Federal government require the use of Local Assistance Procedures Manual, Chapter 10.

SECTION 4. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 10th day of November, 2025.

_____
ALI SAJJAD TAJ, MAYOR

ATTEST:

_____
JENNIFER ALDERETE, CITY CLERK

Chapter 10 **Consultant Selection**

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Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet
Exhibit 10-I: Notice to Proposers DBE Information
Exhibit 10-O1: Consultant Proposal DBE Commitment
Exhibit 10-O2: Consultant Contract DBE Commitment
Exhibit 10-Q: Disclosure of Lobbying Activities
Exhibit 10-R: A&E Boiler Plate Agreement Language
Exhibit 10-S: Consultant Performance Evaluation
Exhibit 10-T: Conflict of Interest & Confidentiality Statement
Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement

All LAPM Exhibits are located at:
https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms

10.1 FEDERALLY-FUNDED A&E CONTRACTS

Procurement Planning		
1	**2**	**3**
Local Public Agency ⟷	Local Public Agency ⟷	Local Public Agency ⟷
*Select Project *Set Project Objectives *Determine Project Schedule *Obtain CTC Allocation/Federal Authorization to Proceed prior to beginning reimbursable work * Solicitations for Consultant in Management Support Role (CMSR): submit Conflict of Interest (COI) and Scope of Work (SOW) to DLA-HQ prior to contract advertisement and receive FHWA approval prior to contract advertisement	*Identify Need for Consultant *Designate Contract Administrator *Segment Project Work *Define SOW of A&E Consultant *Specify Products to be delivered	*Estimate Cost of Consultant Work (prepare independent cost estimate) *Determine Type of Contract (Project Specific or On-Call) *Determine Method of Payment: Lump Sum; Cost-Plus- Fixed-Fee; Cost Per Unit of Work; or Specific Rate of Compensation *Submit Exhibit 9-D: Contract Goal Methodology to DLAE for review and concurrence prior to contract advertisement

The Division of Local Assistance Acronyms List is available at:
https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/guide/dla-acronyms.pdf

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

Solicitation Documents and Advertisement		
4	**5**	**6**
Local Public Agency ⟷	Local Public Agency ⟷	Local Public Agency ⟷
*Determine Solicitation Document; RFP or RFQ *Appoint Consultant Selection Committee *Collect signed Conflict of Interest forms and Confidentiality Statements (see Exhibit 10-T: Conflict of Interest & Confidentiality Statement) from all members involved in process *Determine Procurement Schedule *Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ	*Prepare RFP or RFQ documents *Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal, minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see Exhibit 10-I: Notice to Proposers DBE Information), submittal deadline *Advertise RFP or RFQ on public forum (newspaper, technical publications, web hosting site, other local websites) *Issue RFP or RFQ (direct mailing, web posting)	*Prepare to respond to RFP/RFQ questions *Conduct Proposers Conference, if applicable *Receive Proposals or SOQs

Figure 10-1: A&E Contract Procurement Process Workflow Diagram (continued)

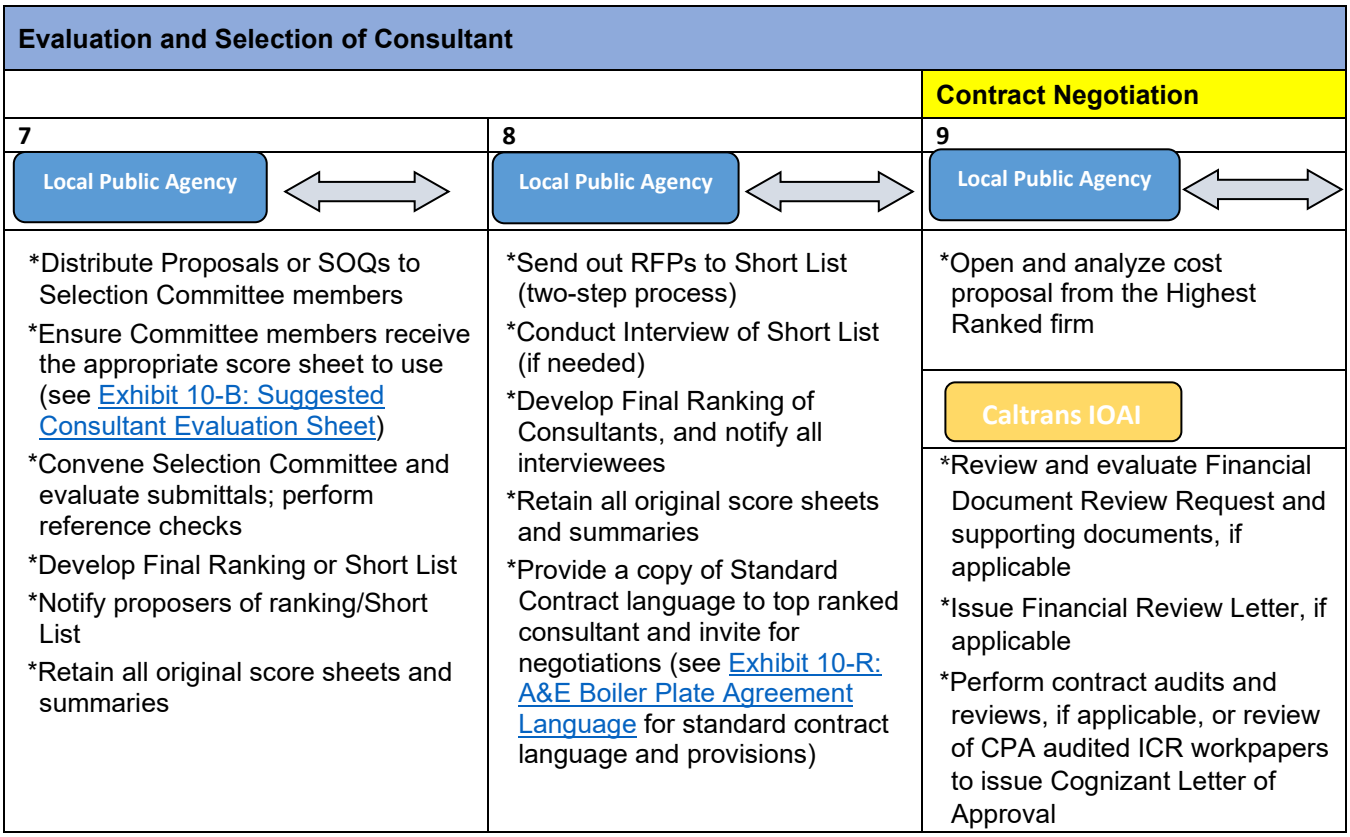


Figure 10-1: A&E Contract Procurement Process Workflow Diagram (continued)

Contract Negotiation		
	Contract Execution	
10	**11**	**12**
Local Public Agency ⟷	Local Public Agency ⟷	DLAE
*Negotiate contract costs with the most qualified Consultant *Prepare and retain record of cost negotiations *Initiate CT IOAI Financial Review Section (Section 10.1.3: A&E Consultant Audit and Review Process) and send documents (Financial Document Review Request), if applicable, to Caltrans IOAI *Receive and analyze findings of the Financial Review Letter from CT IOAI, if any *Address and resolve all findings by IOAI and incorporate into final contract and cost proposal *If negotiations with First ranked firm is unsuccessful, formally terminate cost negotiations with Consultant and begin Step 9 with next ranked consultant *For CMSR, submit Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement to DLA-HQ. LPA will receive FHWA's approved Exhibit 10-U via email. FHWA approval required prior to award of consultant contract. *Complete and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to award or after award, but no later than the first invoice *Retain A&E Consultant Contract form	*Finalize contract, cost proposal *Retain copy of contract Financial Review Letter with acceptance, denial, or adjustment of the ICR *Sign and Execute contract *Offer and conduct debriefing meetings with consultant who asked for one *Send copies of executed contract and DBE Commitment Exhibits (Exhibit 10-O1: Consultant Proposal DBE Commitment and Exhibit 10-O2: Consultant Contract DBE Commitment) to DLAE *Close out contract procurement process	*Prior to concurring with invoice payment related to consultant services, ensure submittal of the A&E Consultant Contract form and District has received and has a file on copy of the executed consultant contract, Exhibit 10-O1 Consultant Proposal DBE Commitment, Exhibit 10-O2: Consultant Contract DBE Commitment. Also, check IOAI database to ensure that Certification of Indirect Costs and Financial Management System, if applicable, has been accepted by IOAI. Caltrans IOAI *Perform Incurred Cost Audit, if selected

Figure 10-1: A&E Contract Procurement Process Workflow Diagram (continued)

10.1.1 General

Introduction

A Local Public Agency (LPA) may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. LPAs requesting federal funds to reimburse Architectural and Engineering (A&E) Consultants must follow the selection and contracting procedures detailed in Section 10.1: Federally-Funded A&E Contracts of this chapter. LPAs using local funds to procure an A&E Consultant on a federal-aid funded project and will not seek federal reimbursement for the consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.1 of this chapter.

Definition of an Architectural and Engineering Consultant

23 CFR 172 and California Government Code 4525 defines A&E services as program management, construction management, feasibility studies (includes environmental studies and analysis), preliminary engineering, design, engineering, surveying, mapping or architectural related services.

Architectural and Engineering Consultants

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the LPA must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the LPA does not consider fair and reasonable, negotiations must be formally terminated, and the LPA must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the LPA must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the LPA.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman, or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ website

- DIR Wage Determination website

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value), or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3: Non-A&E Contracts of this chapter.

Selecting the Project

The LPA is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The LPA must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost, and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the LPA. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the LPA. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331-333.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, LPAs must take all the steps necessary to prevent fraud, waste, and abuse. The LPA must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- LPA must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal-funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal-funded project must have, directly or indirectly, any financial or other personal

interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;

- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- LPA must promptly disclose in writing any potential conflict of interest to FHWA.

Consultants Performing Work on Multiple Phases of Federal-aid Projects

LPAs may choose to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the LPAs are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement (see Section 10.1.9: Miscellaneous Considerations in this chapter) and retain it in the LPA files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the LPA an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see LAPM Chapter 3: Project Authorization). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state-funded projects see Section 10.2: State-Only Funded A&E Contracts and LAPG Chapter 25: State Programs for Local Agency Projects, for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the LPA project files for future audit.

10.1.2 Identifying & Defining a Need for Consultants

The need for a consultant is identified by comparing the project's schedule and objectives with the LPA's capabilities, its staff availability of the required expertise, and its funding resources. If the LPA does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the LPA determines that there is a need to solicit assistance from another LPA, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Designate Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is designated as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified LPA employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time public employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Schedules and attends progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;

- Documents contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.332-334;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the LPA's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensures consultant costs billed are allowable in accordance with the federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other LPA staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports (Exhibit 17-F: Final Report - Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors) or Exhibit 17-F1: Final Report - Utilization of Disadvantaged Business Enterprises (DBE) for A&E On-Call Contracts.

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see LAPM Chapter 6 Environmental Procedures and Standard Environmental Reference (SER) Chapter 31:Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) and SER Chapter 32:Environmental Impact Statement (EIS). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work, which illustrates several satisfactory ways to segment consultant activities.

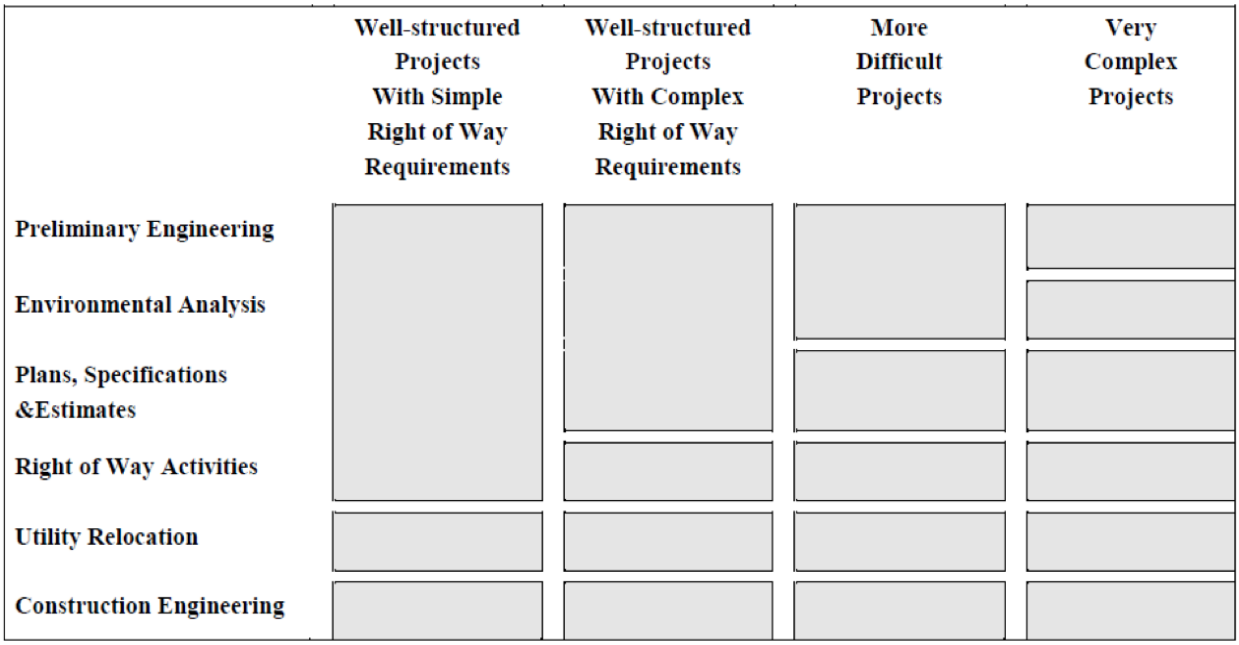


Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement, determine personnel and time requirements, and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Title VI Assurances

Title VI Assurances Appendices A and E must be included in each consultant contract. Include Title VI Assurances Appendices B, C, and D if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract. Include Title VI Assurances Appendices B, C, and D if applicable. Refer to Exhibit 10-R: A&E Boilerplate Agreement Language, Article XXXII Title VI Assurances. Disadvantaged 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.

Non-Discrimination Clause

The Non-Discrimination Clause (Exhibit 10-R: A&E Boilerplate Agreement Language, Article XVI Non-Discrimination Clause and Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance

provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR 26) require the LPA to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate must be prepared prior to opening the cost proposal from the top-ranked consultant, so the LPA has a cost comparison to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the LPA's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental, or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the LPA and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed five (5) years, and a maximum total contract dollar amount (23 CFR 172.7(a)(2)(iv)). The maximum dollar amount for all contracts awarded under the solicitation must be stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. For example, if the solicitation lists that up to five (5) contracts may be awarded, the aggregate amount of these five (5) contracts is the maximum contract dollar amount. Setting maximum amount on each on-call contract under a multiple on-call solicitation does not meet the intent of 23 CFR 172. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation.

  There are two options on how task orders must be awarded under multiple on-call contracts for the same type of service under the same solicitation:

  1. Through an additional qualifications-based selection procedure also known as mini-RFP.
     - Solicit task order to the multiple on-call consultants on the master on-call contracts
       - Master on-call contracts are contracts awarded to on-call consultants at the initial RFQ/RFP procurement process.
       - Solicitation may be informal, e.g. email, letter, etc.; documentation is required.

- Evaluation criteria must be included in the solicitation. The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task.
- The evaluation criteria can include:
    i. availability of personnel,
    ii. staff capabilities,
    iii. DBE (10% or less of overall score); the overall DBE goal was established at the master on-call contract,
    iv. completion of time,
    v. experience of consultant
    vi. specialized expertise, and past performance.

- Evaluate and rank proposals and select from the multiple on-call contracted consultants
    - Recommend at least three panel members to evaluate and rank
    - Evaluate based on criteria in mini-RFP solicitation
- Negotiate and award to the on-call contracted consultant
    - The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.
- If only one proposal is received or there is an emergency, a Non-Competitive process must be justified, and Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive must be documented and signed by the DLAE
- Awarding task order to the multiple on-call consultants on a rotational basis does not meet the intent of the qualifications-based selection
- Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet must be used to track percentage of DBE after a task order is completed
- Each task order must have an Exhibit 10-O1: Consultant Proposal DBE Commitment and Exhibit 10-O2: Consultant Contract DBE Commitment as applicable

2. Regional basis where each on-call consultant is contracted to a designated area.

To maintain the intent of the Brooks Act (40 U.S.C.1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:

- Must define a general scope of work, complexity, and professional nature of services.
- Specify a task order procedure the LPA uses to procure project-specific work under the contract.

- Task order work performed after the master on-call contract has expired will result in those costs being ineligible for federal or state reimbursement.
- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the LPA will use to award/ execute task orders among the consultants:
    - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP process later in this chapter), OR
    - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a "backup" to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(iv)(B)(2), the "backup" option needs to be listed in the respective contracts.

An example of acceptable contract wording in multiple on-call contracts for the same type of service:

- "Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("CM Services Task Order Contracts"). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars ($7,500,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum."

Determining the Project Schedule

The LPA develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;
- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. The following four methods are permitted under 23 CFR 172.9(b) depending on the scope of services to be performed (sample cost proposals are provided on the DLA Consultant Selection and Procurement website):

- Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work. Markups are not allowed on any of the four methods of payment.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by 23 CFR 172.9(b).

Cost-Plus-Fixed Fee

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. See the DLA Consultant Selection and Procurement website for a useful tool on Profit/Fee Determination.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see Exhibit 10-R: A&E Boilerplate Agreement Language, Article V, Option 1). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the LPA before they incur work on the contract, or the costs can be questioned or disallowed. LPAs are not required to update the A&E Consultant Contract form when new key employees and/or classification are added to a contract. For more details, reference Section 10.1.8. Completing the Project.

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious, and measurable, such as a specific geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a

reasonable maximum length of contract period and a maximum total contract dollar amount (see Exhibit 10-R: A&E Boilerplate Agreement Language, Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project-specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see Exhibit 10-R: A&E Boilerplate Agreement Language, Article V Option 3).

Lump Sum

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see Exhibit 10-R: A&E Boilerplate Agreement Language, Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed-upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

Changes to Cost Proposal

Changes to the cost proposal requiring resubmittal to Independent Office of Audits and Investigations (IOAI) for review:

- Consultant/subconsultant name change
- New participating subconsultant's Indirect Cost Rate (ICR)
- Change in ICR rate

Since these changes require an amendment, the LPA is to update the A&E Consultant Contract form.

10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal-aid highway funds in furtherance of highway construction projects. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

See Section 10.1.11: References of this chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide (AASHTO Audit Guide), which is referred to frequently in this section, is a valuable tool to guide LPAs, consultants, and Certified Public Accountants (CPA) through

the requirements for establishing, and audits of FAR-compliant ICR. The AASHTO Audit Guide is used extensively as an industry guide in the audit and review process.

LPAs may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the AASHTO Audit Guide, Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see https://www.nhi.fhwa.dot.gov/home.aspx). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the Caltrans Local Assistance Blog. For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA Consultant Services website.

Allowable Costs

23 U.S.C.112(b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the federal cost principles.

LPAs are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the federal cost principles.

All consultant ICRs must be supported with the required financial documents as outlined in the checklist on IOAI's Financial Document Review (FDR) Request Form; however, Category 4 applies to all consultants regardless of the participation amount.

Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR 172 and 48 CFR 31.

Generally, whenever LPAs, consultants, and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**.

Safe Harbor Rate

Developing ICRs annually can place a significant burden on some small or new and emerging A&E consulting firms that lack financial sophistication to develop an ICR, as well as on other established A&E consulting firms that may not have previous experience with federally-funded contracts for which an ICR would have been developed in compliance with federal cost principles 48 CFR 31. This may create a barrier for otherwise eligible and qualified firms to compete for federally-funded contracts.

To help alleviate and remove potential barriers, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates which took into account LPA data. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website: https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement. To request information regarding the SHR methodology, email the A&E Oversight Branch at aeoversight@dot.ca.gov. Eligible A&E consultant firms can choose to use the DLA SHR rate on new A&E contracts using federal-aid highway funds executed by LPAs in the State of California.

Use and application of the SHR by eligible firms provides reasonable assurance of consultant compliance with the federal cost principles per 23 CFR 172.11(c)(2). A&E consulting firms approved to use the established SHR will have their accounting system evaluated for capabilities of accumulating and tracking direct labor for applying the SHR, as well as for billing other direct costs by contract, segregating indirect costs, etc.

Use of the SHR is voluntary on behalf of the A&E consulting firm and LPAs. LPAs have the discretion to determine certification of eligibility based on requirements shown on the following SHR certification form: Consultant Firm Certification of Eligibility and Certification of Financial Management System.

A&E consultant firms (prime consultants and/or sub consultants) that have not had an ICR previously accepted by a cognizant agency may elect and request to use the SHR in a contract by submitting the completed SHR certification form, Consultant Firm Certification of Eligibility and Certification of Financial Management System, including the Questionnaire for Evaluating Consultant Firm's Financial Management System section, and any other documents as needed. This requirement is in addition to the A&E Consultant Audit and Review Process requirements described in this chapter.

It is the LPA's responsibility to:

- Collect and screen all requests to use the safe harbor indirect cost rate. See SHR certification form, Consultant Firm Certification of Eligibility and Certification of Financial Management System, including the Questionnaire for Evaluating Consultant Firm's Financial Management System section.
- Submit all SHR documents to the Independent Office of Audits & Investigations (IOAI) as part of the Financial Document Review Request package. The IOAI email address is: Conformance.Review@dot.ca.gov. Requests to use the safe harbor indirect cost rate must be accepted/approved by IOAI **before** contracts are executed.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a

State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the federal cost principles (per 48 CFR 31), and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with federal cost principles for consultant contracts with a dollar value equal to or greater than $1M.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;
- Perform other evaluations in accordance with a risk-based oversight process in accordance with 23 CFR 172 and 48 CFR 31.

Financial Review Performed Prior to Contract Execution

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than $1M are subject to an ICR financial review by IOAI. The financial documents required are detailed in the Financial Document Review Request form. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or an LPA in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;

- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;

The outcome of an audit or review for contracts with a dollar value equal to or greater than $1M is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Contracts below $1 Million are not subject to the Caltrans Financial Document Review but LPAs are required to establish that all costs are in compliance with the federal cost principles, 48 CFR 31, and other applicable requirements are met. Cost analysis documents are required to be retained in the project files to demonstrate compliance. For further guidance, refer to 23 CFR 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

LPAs are required to apply Caltrans-accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or reviewed by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the federal cost principles. LPAs must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

ICRs that have not been accepted by Caltrans for contracts with a dollar value equal to or greater than $1M will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may only be applied to A&E contracts with Caltrans or LPA contracts using pass-through Caltrans funding. LPAs include Cities, Counties, Metropolitan Planning Organizations, Special Districts, and Regional Transportation Planning Agencies.

Local Public Agency Responsibilities

LPAs are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and subconsultants as outlined in the Financial Document Review Request form. LPAs are responsible for forwarding these documents to IOAI for review. LPAs are also required to ensure that IOAI has a copy of the Certification of Indirect Costs and Financial Management System form. The ICR included in the LPA's cost proposal must match the ICR included in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, LPAs are responsible for ensuring the Certification of Indirect Costs and Financial Management System form and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a short list or pre-qualified list.

The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. LPAs must perform and retain

documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with federal cost principles.

All contract supporting documentation must be retained by the LPA in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff, and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with federal cost principles.

Instructions are provided in the Financial Document Review Request form including requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to: conformance.review@dot.ca.gov.

Alternatively, Financial Review packets can be mailed to:

Department of Transportation
Independent Office of Audits and Investigations
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

LPAs may check IOAI's website to verify whether consultants have been reviewed by Caltrans for the valid ICR period. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's website. This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

Consultant Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with LPAs using state or federal-aid highway funds should refer to the Financial Document Review Request form for the ICR financial documents required to be submitted to their LPA. Consultants must complete the Certification of Indirect Costs and Financial Management System form that attests that the ICR rate proposed is in compliance with federal cost principles (48 CFR 31) and that the consultant's financial management system is adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. The Financial Document Review Request and Certification of Indirect Costs and Financial Management System forms should be submitted to the LPA who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Certification of Indirect Costs and Financial Management System form to the LPA.

Consultants must follow all the federal, state, and contract requirements outlined in the above, Applicable Standards section. Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and subconsultants should be prepared using the accrual basis of accounting and be presented in compliance with the federal cost principles. See a Standard Indirect Cost Rate Schedule example that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project: http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per the Financial Document Review Request form) from the LPA, IOAI will review the proposed ICR and supporting documents and notify LPAs in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the federal cost principles (as specified in 23 U.S.C.112(b)(2)(B), 23 CFR 172.11, 48 CFR 31 and other FAR and State requirements). As a result of the audit, the LPA will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and the example Standard Indirect Cost Rate Schedule. The AASHTO Uniform Audit and Accounting Guide, Appendix A Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates is also a resource for consultants and CPAs when preparing an ICR for audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA

Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the federal cost principles and related federal and state laws and regulations. Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable, and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, LPAs are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). LPAs should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The LPA may be subject to sanctions outlined in Section 10.5 Sanctions if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

10.1.4 Consultant Selection Methods

There are three methods normally used in selecting a consultant:

- One-Step RFP
- One-Step RFQ
- Two-Step RFQ/RFP

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant; see Consultant Selection Flowchart.

Beginning with Section 10.1.5: Consultant Selection Using the One–Step RFP Method, each of the selection methods is explained in detail. Regardless of the method used, the LPA must retain all consultant selection documentation in their project files as required by 23 CFR 172.

One-Step RFP

The One-Step RFP method may be used for Project–specific contracts when the scope of work is well-defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. An RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by LPAs that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for pre-qualification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in Section 10.1.2: Identifying & Defining a Need for Consultants. This method requires substantially more work and time than the other two methods described above.

10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a short list of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the LPA standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T: Conflict of Interest & Confidentiality Statement.

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-state or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. Exhibit 10-B: Suggested Consultant Evaluation Sheet is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See sample cost proposals at the DLA Consultant Selection and Procurement website;
- Contract audit and review process requirements (see Section 10.1.3: A&E Consultant Audit and Review Process);
- Proposal format and required contents;
- Method, criteria, and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see Exhibit 10-I: Notice to Proposers DBE Information), if a federal-aid contract;
- CMSR requirements (see Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement);
- Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;

- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see Exhibit 10-O1: Consultant Proposal DBE Commitment;
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, Public Purchase, or posting the RFP on the LPA's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

The LPA must keep a record of all consultants that have downloaded RFP online as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172.7(a)(1)(iv)(D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and an Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal, interviews the three or more highest ranked consultants (short listed) if noted in solicitation, and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The LPA may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both prime consultant and all subconsultants), and contract audit and review documents such as the Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever is applicable (see Section 10.1.3: A&E Consultant Audit and Review Process) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the LPA. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the LPA's written policies and procedures.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see Section 10.1.3: A&E Consultant Audit and Review Process in this chapter). LPA Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. The LPA and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the LPA must review contract to ensure that all federal and state requirements have been met and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal funded A&E consultant contracts using the A&E Consultant Contract database at: https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form (Firefox or Chrome browser). Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, refer to Section 10.1.8: Contract Amendments of this chapter.

10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a short list of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the LPA standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the LPA and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T: Conflict of Interest & Confidentiality Statement.

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. Exhibit 10-B: Suggested Consultant Evaluation Sheet is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and

consultants operating in the State. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See sample cost proposals at the DLA Consultant Selection and Procurement website;
- Contract audit and review process requirements (see Section 10.1.3: A&E Consultant Audit and Review Process);
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see Exhibit 10-I: Notice to Proposers DBE Information), if a federal-aid contract;
- Consultants acting in a management support role requirements Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement; Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;

- Forecast or Schedule of work;
- Consultant DBE Commitment document, see Exhibit 10-O1: Consultant Proposal DBE Commitment;
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-state and out-of-state consultants are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the LPA advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the LPA for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The LPA must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The LPA must keep a record of all consultants that have downloaded the RFQ online as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Short List

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified, and an Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a short list of consultants who are considered to be best qualified to perform the contract work. The short list includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Short List

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the short list. Therefore, the selection committee should keep notes why a particular consultant was not selected for the short list. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the short list and interviews, the LPA may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the LPA may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the LPA in writing. It is required that all consultants on the short list receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and

- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or LPA must not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator should meet with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the short list.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposals (for both prime consultant and all subconsultants), and contract audit and review documents such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see Section 10.1.3: A&E Consultant Audit and Review Process), will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and compares it with the LPA's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with LPA's written policies and procedures.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant.

A contract audit and review may be required (see Section 10.1.3: A&E Consultant Audit and Review Process earlier in this chapter). LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;

- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met, and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal-funded A&E consultant contracts using the A&E Consultant Contract database at https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form (Firefox or Chrome browser).

If there are any changes to the contract after submittal of the A&E Consultant Contract form, refer to Section 10.1.8: Contract Amendments of this chapter.

10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and a request for proposal (RFP) is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a pre-qualification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for pre-qualification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in the Two-Step RFQ/RFP method (up to the development and notification of the short list) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the short list are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires

more work and time than the other two methods. Consequently, the Two-Step RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex, or unusual.

The Two-Step RFQ/RFP is also well-suited for procuring multiple on-call contracts through a single solicitation (see Section 10.1.2 Determine Type of Contract). The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured through subsequent competition or mini-RFPs amongst the on-call consultants.

LPAs may also use the Two-Step RFQ/RFP method to:

1. Develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The pre-qualified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

Because it is a combination of the One-Step RFQ and One-Step RFP methods, the Two-Step RFQ/RFP method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize Work

Descriptions of the categories of work, deliverables, and the minimum qualification standards for each category must be clearly identified.

The LPA may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal–aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for

each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1: Consultant Proposal DBE Commitment)
- Professional references by the firm with the LPA
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the LPA
- Use of subconsultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to prequalifying consultants cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate federal-aid requirements should be complied with on federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications, and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

The LPA must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the LPA has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well-defined, open, and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The LPA must specify how long the pre-qualified list lasts, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T: Conflict of Interest and Confidentiality Statement.

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required

to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Pre-qualified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including subconsultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Subconsultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified, and an Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (short listed), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all the consultants on the short list.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposals (for both prime consultant and all subconsultants) and contract audit and review documents, such as Certification of Indirect Costs and Financial Management System and

Financial Document Review Request forms, whichever applicable (see Section 10.1.3: A&E Consultant Audit and Review Process), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant.

A contract audit and review may be required (see Section 10.1.3: A&E Consultant Audit and Review Process). The LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA.

The LPA and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met.

10.1.8 Completing the Project

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the LPA and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies, or makes an adjustment to the proposed ICR. The Contract Administrator should review

the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal and is attached to and made a part of the consultant contract. Sample contract language and format have been included as Exhibit 10-R: A&E Boilerplate Agreement Language.

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the LPA to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal Exhibit 10-O2: Consultant Contract DBE Commitment is included for all contracts regardless of goal;
- Certification of Indirect Costs and Financial Management System (for prime consultants and subconsultants) and Financial Document Review Request forms and all supporting documents, if applicable (contracts at or above $1 Million), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- A&E Consultant Contract database must be used to ensure that required documentation has been provided;
- A cost proposal must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally-funded contracts. Per 23 CFR 172.7(b)(3) "A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR 1200 and 2 CFR 180."

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for LPA reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, state, and LPA authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the LPA and must be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed on-call contracts must have a begin and end date. All executed project-specific or multiphase contracts must have a begin date and should have an end date prior to the Project End Date. Work performed after the Project End Date is not eligible for reimbursement; see LAPM Chapter 3: Project Authorization. LPA consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates must not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the LPA manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing, and assessing reports, plans, and other required products/ deliverables;
- Receiving and reviewing state prevailing wages (see Department of Industrial Relations websites below):
    - DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
    - DIR Wage Determination website: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm

- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see Exhibit 10-S: Consultant Performance Evaluation).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the LPA. Refer to LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise and 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the LPA prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see LAPM Chapter 3: Project Authorization) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the LPA.

For federal reimbursement of consultant costs on a project, the LPA must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- Exhibit 10-O1: Consultant Proposal DBE Commitment
- Exhibit 10-O2: Consultant Contract DBE Commitment
- Copy of issued task order and Exhibit 10-O2 for the task order for on-call contracts.

DLAE must confirm that the LPA has submitted copies of the Certification of Indirect Costs and Financial Management System form (for prime consultant and subconsultants) to Caltrans IOAI and that LPA has submitted the A&E Consultant Contract form to Caltrans.

The LPA is to follow the procedures given in LAPM Chapter 5: Invoicing, to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see FHWA's Q&A for A&E related services).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the LPA, clearly outlining the changes and containing a mutually agreed-upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and LPA before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost-plus-fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost-plus-fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the LPA and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of LPA funding. Section 10.1.3: A&E Consultant Audit and Review Process of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. For contracts greater than or equal to $1 Million, submit the Financial Document Review Request form to IOAI for all amendments on consultant/subconsultant's name change, amending an ICR, or adding new subconsultant's ICR. ICRs that have not been accepted by IOAI are not eligible for federal or state reimbursement. For contracts with original amounts under $1 Million but subsequently became greater than or equal to $1 Million after amendment, IOAI Financial Document Review is not required. If there are any changes to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an amended form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended (please use Firefox or Chrome if not supported by your browser).

Performance Evaluation

Pursuant to 23 CFR 172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See Exhibit 10-S: Consultant Performance Evaluation for a suggested format for use by the LPA.

Project Records

Federal-aid Highway Program funding recipients and subrecipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR 200.334).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including Exhibit 10-O1: Consultant Proposal DBE Commitment, Exhibit 10-O2: Consultant Contract DBE Commitment), Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet, Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprise and First-Tier Subcontractors or Exhibit 17-F1: Final Report-Utilization of Disadvantaged Business Enterprise for A&E On-Call Contracts, and Exhibit 17-O: Disadvantaged Business Enterprise Certification Status Change.
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions, and other documentation (see Exhibit 10-B: Suggested Consultant Evaluation Sheet);
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management (Certification of Indirect Costs and Financial Management System form) for contracts at or above $1 Million;

- A&E Consultant Audit Request Letter and Checklist (Financial Document Review Request form) for contracts at or above $1 Million and all supporting documentation.
- Executed consultant contracts, cost proposals, and amendments (see Exhibit 10-R: A&E Boilerplate Agreement Language);
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see Exhibit 10-S: Consultant Performance Evaluation);
- A&E Consultant Contract form (see A&E Consultant Contract database);
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms (Exhibit 10-T: Conflict of Interest & Confidentiality Statement, all personnel involved in the procurement of the agreement should complete Exhibit 10-T, Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement, and Exhibit 10-Q: Disclosure of Lobbying Activities, as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the LPA, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see Exhibit 10-R: A&E Boilerplate Agreement Language, Article VIII).

Review of Local Public Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The LPA files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

The A&E Consultant Contract form is to be completed prior to award, or after contract award but no later than the first invoice. A copy of this form must be retained in the LPA project files.

10.1.9 Miscellaneous Considerations

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed (2 CFR 200, PCC 10340, and California Government Code 11256).

Small Purchase Contracts

Contracts that are less than $250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is no recognized small purchase procedure and all A&E contracts are procured using qualifications-based selection and not cost. For federal contracts that are less than $250,000 and are not anticipated to exceed this amount, the agency must use either Section 10.2: State-Only Funded A&E Contracts or the federal guidance for contracts greater than $250,000. If the contract is anticipated to exceed $250,000,

use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (see Section 10.2: State-Only Funded A&E Contracts) must not exceed $250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally-funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. An Exhibit 12-F prepared by the LPA and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive.

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The LPA must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The LPA must carefully document details of the special conditions, obtain Caltrans approval on the Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive and retain all documents in the project files for future Caltrans' or FHWA's review.

Retaining a Consultant in a Management Support (CMSR) Role

Management support role means performing engineering management services or other services acting on the contracting agency's behalf, which are subject to review and oversight by agency officials, such as a program or project administration role typically performed by the contracting agency and necessary to fulfill the duties imposed by Title 23 of the United States Code, other federal and state laws, and applicable regulations. Other services can include supervising construction including serving as single point of contact, developing and maintaining project document tracking system, establishing project internal communication protocol, performing document control and implementing a quality assurance program.

Management support roles may include, but are not limited to, providing oversight of an element of a highway program, function, or service on behalf of the contracting agency or may involve managing or providing oversight of a project, series of projects, or the work of other consultants and contractors on behalf of the contracting agency. Contracting agency written policies and procedures as specified in 23 CFR 172.5(c) may further define allowable management roles and services a consultant may provide, specific approval responsibilities, and associated controls necessary to ensure compliance with federal requirements.

The LPA may retain a qualified CMSR on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the city.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects, or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a CMSR is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a CMSR should be limited to unique or very unusual situations. These situations require a thorough justification as to why the LPA cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. CMSR contracts with local/state funding only do not require FHWA approval. However, if the CMSR is not approved, they may not be used as a local/state match on another activity when the CMSR provides services on a federal-aid project (i.e., soft match).

Eligibility for federal reimbursement for a CMSR requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the LPA and the consultant specifying the LPA engineering services to be performed;
- Written designation by the LPA of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of Exhibit 10-T: Conflict of Interest & Confidentiality Statement by all panel members (both consultants and employees) prior to participating in the A&E Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, the LPA's CMSR must not:
    - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
    - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the LPA consultant firm is a

subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables, and approving invoices.

- Apply for or receive reimbursement of federal-aid funds for the LPA's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

When a CMSR is procured with federal-aid funds, the LPA (subgrantee) must fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer, or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR 172.7(b) requires that the LPA must receive approval of the CMSR from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally-funded projects, LPAs that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a CMSR to be federally eligible, the following are required prior to contract execution:

- The LPA must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to contract advertisement.
- Once the LPA receives FHWA's written response, the LPA may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- Before award, the LPA must submit the completed Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement to DLA-HQ at aeoversight@dot.ca.gov. LPA will receive FHWA's approved Exhibit 10-U via email. FHWA approval required prior to award of consultant contract.

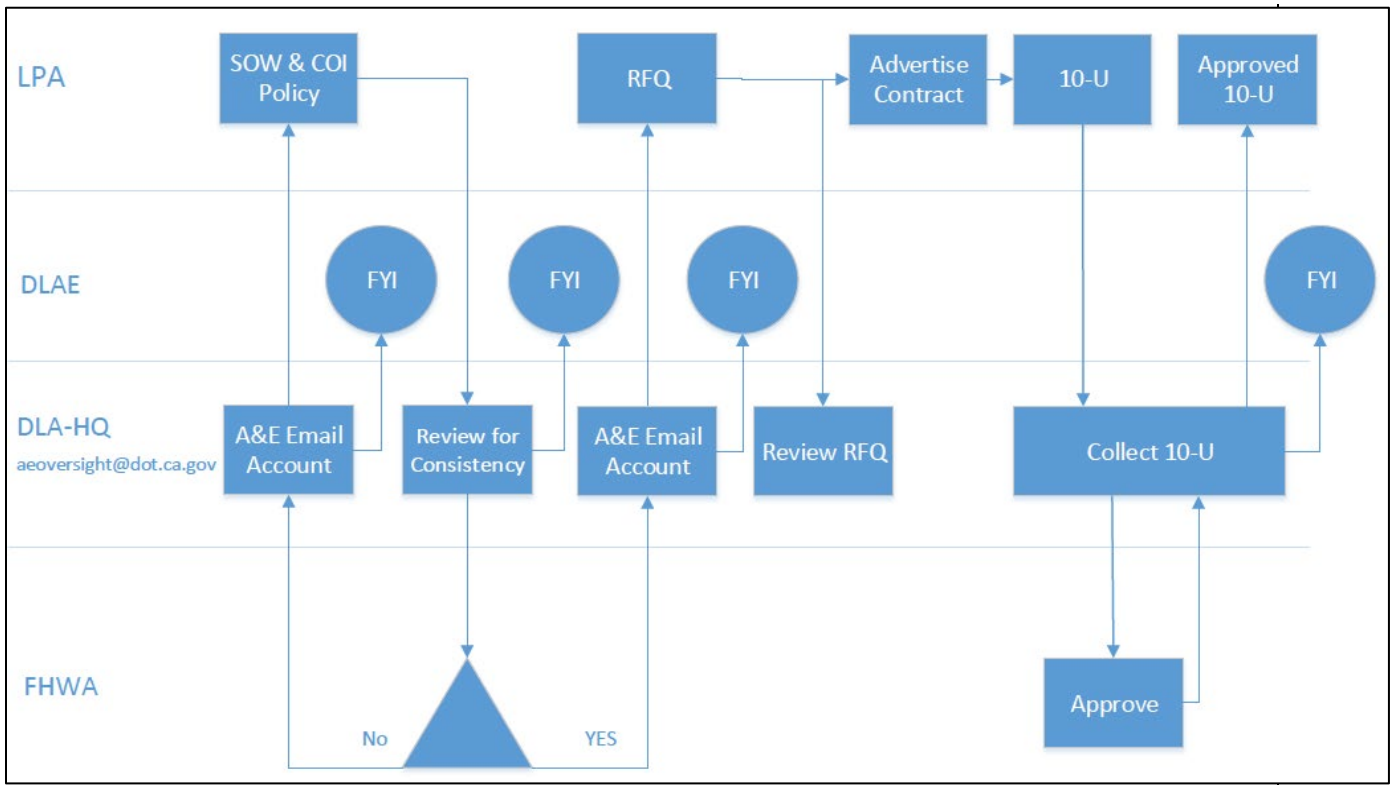


Figure 10-3: Consultant in a Management Support Role Flowchart

Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the LPA. The LPA must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the LPA in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the LPA, a formal consultant contract must be executed which follows this chapter's requirements. The contract must provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted; these reviews are to be made by the LPA.

10.1.10 Program Management

According to 23 CFR 172.5, LPAs are required to adopt written policies and procedures prescribed by Caltrans. As such, the LPA must adopt LAPM Chapter 10: Consultant Selection, which contain the A&E policies and procedures.

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

1. A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
2. An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the agency is adopting Caltrans LAPM Chapter 10

The DLA Consultant Selection and Procurement website includes an example of the adoption resolution and letter. These examples are for reference only; the appropriate language to be used is determined by the individual agency.

LPAs are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.334 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

10.1.11 References

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement, and Audit Requirements for Federal Awards
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
https://www.govinfo.gov/app/details/CFR-2013-title2-vol1/CFR-2013-title2-vol1-part215/context

23 U.S.C.112 Letting of Contracts
https://www.govinfo.gov/app/details/USCODE-2021-title23/USCODE-2021-title23-chap1-sec112/context

23 CFR Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
https://www.ecfr.gov/current/title-23/chapter-I/subchapter-B/part-172

40 U.S.C. Chapter 11 Brooks Act
https://www.govinfo.gov/app/details/USCODE-2021-title40/USCODE-2021-title40-subtitleI-chap11/context

41 CFR Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl

41 U.S.C. Public Contracts
https://www.govinfo.gov/app/details/USCODE-2020-title41/context

48 CFR Part 15 – Contract By Negotiation
https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15

48 CFR Part 31 – Contract Cost Principles and Procedures
https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31

48 CFR Part 16 – Types of Contracts
https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-16

48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts
https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-27/subpart-27.3

48 CFR 31.201-3 – Determining Reasonableness
https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31/subpart-31.2/section-31.201-3

48 CFR, Chapter 99 - Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
https://www.ecfr.gov/current/title-48/chapter-99

49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
https://www.ecfr.gov/current/title-49/subtitle-A/part-26

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide
https://transportation.org/audit/

Caltrans Division of Procurement and Contracts Website
http://www.dot.ca.gov/dpac/index.html

California Labor Code, Section 1775
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=1775

California Government Code Sections 4525 through 4529.5
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

California Government Code Sections 4529.10 through 4529.20
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=

Government Auditing Standards (GAS) issued by the United States Government Accountability Office
http://www.gao.gov/yellowbook/overview

Standard Environmental Reference (SER)
http://www.dot.ca.gov/ser/

10.2 STATE-ONLY FUNDED A&E CONTRACTS

10.2.1 General

LPAs are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the LPA must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications-based selections. LPAs using local funds to procure an A&E Consultant on a state-only funded project and will not seek state reimbursement for consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.2: State-Only Funded A&E Contracts of this chapter.

All consultants must comply with 48 CFR 31: Contract Cost Principles and Procedures. Also, consultants and LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards.

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: A&E Boilerplate Agreement Language contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow Section 10.1.3 A&E Consultant Audit and Review Process.

CMSR contracts with local/state funding only do not require FHWA approval. However, if they are not approved, they may not be used as a local/state match on another activity when the CMSR provides services on a federal-aid project (i.e., soft match). Refer to Section 10.1.9 Retaining a Consultant in a Management Support Role (CMSR).

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference Section 10.3: Non-A&E Contracts.

Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.

10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: California Government Code §4525-4529.5 and 4529.10-4529.20

10.2.3 Minimum Audit Requirements

A. Written Procedures

LPAs must follow the minimum requirements listed below in addition to any local laws and regulations.

California Government Code §4526

B. Conflict of Interest

The LPA must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state-funded contracts, including the prevention of conflicts of interest.

California Government Code §4526, §1090, §4529.12

C. Records

LPAs must keep adequate records of all contracts including the procurement, project management, accounting, and financial administration.

California Government Code §4529.14, §4006

D. Full & Open Competition

All A&E contracts must be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

California Government Code §4526, §4527, §4529.12

E. Selection Basis

Selection of a firm must be based on qualifications and the order of ranked preference.

California Government Code §4526, §4527

F. Publication
Solicitations for A&E contracts must be in a manner that is open and competitive.
California Government Code §4527

G. Solicitation
The solicitations must include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.
California Government Code §4527

H. Cost Comparison
An independent cost comparison to the consultant's cost proposal must be done in order to ensure the contract is negotiated at a fair and reasonable price.
California Government Code §4528

I. Negotiations
Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.
California Government Code §4528

J. Audit and Review Process
A&E contracts procured by public agencies must be subject to standard accounting practices and may require financial and performance audits. All LPAs must follow the Audit and Review Process as stated in Section 10.1.3: A&E Consultant Audit and Review Process.

California Government Code §4529.14, 2 CFR 200

K. A&E Consultant Contract Form
The A&E Consultant Contract form must be completed and submitted in the A&E Consultant Contract database at https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form (Firefox or Chrome browser) prior to contract award, or after contract award but no later than the first invoice for all new state-only funded A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an updated form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

10.2.4 References

California Government Code Section1090
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=1090.

California Government Code Section 4006
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4006.

California Government Code Section 4525
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4525.

California Government Code Section 4526
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4526.

California Government Code Section 4527
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4527.

California Government Code Section 4528
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4528.

California Government Code Section 4529.5
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4529.5.

California Government Code Section 4529.12
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4529.12.
California Government Code Section 4529.14
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4529.14.

California Government Code Section 4529.20
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=4529.20.

10.3 NON-A&E CONTRACTS

Scope

This section covers the procurement requirements for the services that are not included in Section 10.1 Federally-Funded A&E Contracts and Section 10.2 State-Only Funded A&E Contracts. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although LPAs are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section 200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code (PCC). Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

LPA must designate one person within the LPA as a contract manager. A contract manager must be a full-time, public employee of the contracting agency. The contract manager must have knowledge of legal and contractual arrangements (PCC 10348.5).

LPAs using local funds to procure non-A&E consultants on a federal-aid funded or state-only funded project and will not seek federal or state reimbursement for consultant costs may choose not to follow the selection and contracting procedures detailed in Section 10.3: Non-A&E Contracts of this chapter.

Determining Non-A&E

After identifying that there is a need for consulting services, the LPA must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design-related services are considered non-A&E. The services

must not be included in Section 10.1.1: Definition of Architectural and Engineering Consultant and 10.2.2: Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the LPA can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure
- Local Roadway Safety Plan (LRSP) associated with Highway Safety Improvement Program (HSIP)-funded projects
- Traffic Counts
- Speed Surveys

Intelligent Transportation System (ITS) Projects

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, fund the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers, and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG Chapter 13: Intelligent Transportation Systems (ITS) Program.

Non-Infrastructure Projects

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13: Right of Way), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.

Governing Regulations and Codes for Non-A&E

When procuring non-A&E services with federal-aid funds, LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards. LPAs must follow the same policies and procedures that the State uses for procurement with its non-federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is California Public Contract Code 10335-10381.

Procurement of Non-A&E Consultant Contracts

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. LPA must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized, and all evaluation factors and their relative importance identified (PCC 10339).
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed (PCC 10329).
3. LPA must secure at least three competitive proposals for each contract (PCC 10340). When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.

4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP (PCC 10344(a)).
5. LPA must have a written procedure for evaluating proposals (PCC 10344).

RFP Basic Requirements

There are two general types of consulting service contract solicitations:

A. Request for Proposal using Cost only
B. Request for Proposal using Cost and Qualifications

The LPA must include the following in the request for proposal:

A. A clear, precise description of the work to be performed or services to be provided.
B. Description of the format that proposals must follow and the elements they must contain.
C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
D. The date the proposals are due.
E. The procurement schedule that the LPA will follow in reviewing and evaluating the proposals.

(PCC 10344)

Additional Requirements and Evaluation Criteria

Additional Requirements for Request for Proposal using Cost only

A. LPA must require consultants to submit their proposals and cost in a separate, sealed envelope.
B. LPA must determine those that meet the format requirements and the standards specified in the request for proposal.
C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

A. LPA must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
B. LPA must determine those that meet the format requirements specified in the RFP.
C. LPA evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the DLA Consultant Selection and Procurement website and may be modified.

Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Consultant's Proposal

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles, and responsibilities.
- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Subcontracts - Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal. Subconsultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

Cost Proposal Worksheet

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

LPA is not required to award a contract if it is determined that the contract price is not reasonable (PCC 10344(d)).

DBE Consideration

DBE consideration is required on all federal-aid funded contracts including non-A&E.

Administrative Requirements

Advertisement for RFPs may be through the LPA website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information

and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation (see Exhibit 15-H: Proposer/Contractor Good Faith Efforts), late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally-funded projects.

Oral Presentations Optional

When oral presentations are required by the LPA, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Cost-Effective / Public Interest Finding

A minimum of three proposals must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

Protest / Appeals / Reinstatement Procedures

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defends its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW

General

The A&E Oversight Branch is responsible for the oversight of consultant contracts procured by LPAs complying with federal regulations 23 CFR 172 and 23 U.S.C.112, and California Government Code 4525-4529.5.

For locally-administered federal-aid highway projects, A&E consultant contract oversight reviews will be performed by Caltrans' Local Assistance A&E Oversight Engineers (A&EOEs). DLAE staff should participate in the reviews.

Type of Reviews

The purpose of A&E consultant contract oversight reviews is to verify LPA compliance with federal and state consultant contract administration requirements. A risk-based approach has been identified by the A&E Oversight Branch to aid LPAs with compliance that includes requiring LPAs to complete and submit the A&E Consultant Contract form prior to contract award, or after contract award but no later than the first invoice. The objective is to create a database documenting all consultant contracts and to perform process reviews on a sample of contracts for the annual performance measures report.

Although the risk-based approach is the submittal of the A&E Consultant Contract form via the database, a process review may be conducted on projects for reporting purposes and to determine accuracy of the A&E Consultant Contract form information.

A&E Consultant Contract Form Review

The purpose of the A&E Consultant Contract form is to provide oversight and guidance to an LPA regarding consultant contract administration on a federal or state-funded project prior to the award of the contract. The A&E Consultant Contract form includes items considered critical for compliance with federal and state regulations.

Subsequent process reviews may be performed on selected state and/or federal projects requiring a greater degree of oversight if deemed necessary for LPAs with a noncompliance history.

The following factors may be used when selecting projects for subsequent review:

- LPAs with identified deficiencies during an Incurred Cost Audit
- Projects administered by agencies with previous sanctions/findings
- Lack of experienced/trained LPA personnel
- Request by LPA or DLAE for additional assistance

During subsequent process reviews, the A&EOE will meet with the LPA's consultant contract administration team and discuss project record documentation requirements using the A&E Consultant Contract form. The timing of these types of reviews is targeted for pre-advertisement, pre-negotiations, and pre-award of the consultant contract. This will allow for any changes to take place prior to execution or termination of negotiations for re-advertising. The A&EOE will also explain new policies or procedures, discuss available training, and highlight common problem areas and the means to avoid them.

Review Findings and Deficiencies

Caltrans will not be involved in most project-level reviews and approval activities. Instead, the Process Review as outlined in this section is Caltrans' primary method of ensuring that federal and state requirements are met. During a Process Review of the LPA's project files, errors and/or deficiencies that may violate federal or state law or regulation could be found. If that happens, federal and/or state funds may be withdrawn from a project depending on the severity and circumstance of the deficiency, as well as the possibility of jeopardizing future federal and/or state funding opportunities for the agency's other projects.

It is important to note that the formal process review is not the only method of discovering project deficiencies. Errors or deficiencies are discovered occasionally as part of the normal routine of processing project submittals by DLAEs or DLA Area Engineers.

Review findings from any subsequent reviews will be forwarded to the LPA and the DLAE within five business days. Deficiencies identified during a review may require development of a corrective action plan by the LPA in consultation with the district within 30 calendar days of receipt of the deficiency notification, unless the agency disagrees with the deficiencies identified and appeals the decision as discussed below.

A list of common A&E consultant procurement-related deficiencies is found at the DLA Consultant Selection and Procurement website. These examples, not all-inclusive, should assist LPAs with knowing common deficiencies found in the past and the possible ramifications for those errors and deficiencies. The key to avoiding possible sanctions is to follow the procedures outlined in this chapter and other appropriate policies and guidelines, and if you have any questions, to consult your DLAE.

Corrective action plans, if required, will identify actions the LPA will take to address each deficiency noted. Corrective actions may include the following: Re-advertising, modifications of LPA policies and procedures, and participation in training to address systemic related deficiencies. Project-specific issues may require additional measures to remedy deficiencies to ensure compliance with federal and state requirements and ensure reimbursement eligibility. Corrective action plans must also include timelines for each action to be implemented. Failure to provide and implement corrective actions may result in sanctions or federal/state ineligibility notices against the project or LPA and could prevent federal or state participation in all or a portion of the project.

In the event the LPA disagrees with the deficiencies identified, the LPA will have 30 calendar days from receipt of the deficiency notification to submit their written request for appeal in accordance with the DLA's Local Agency Dispute Resolution Process. If the appeal is denied, the LPA will have 30 calendar days from receipt of the decision to submit their corrective action plan.

The Dispute Resolution Process provides a means for the LPA to appeal a sanction that they feel has been imposed upon them unfairly or they feel the penalty is too harsh for the error or

deficiency. This appeal process is not limited to just the appeal of sanctions; it can be used by LPAs when they disagree with the decision, they receive from a district office.

10.5 SANCTIONS

Depending on the severity and circumstances of the deficiencies which may require sanctioning by Caltrans, the DLA or DLAE may impose one of the following sanctions:

- Freeze on all future programming of federal or state funds until corrective action is implemented
- Freeze progress payments for a federal-aid project until the project's deficiency is corrected
- Percentage of federal or state funds for a project withdrawn
- All federal or state funds withdrawn from a project

The DLAE will be responsible for notifying the LPA of sanctions imposed. Whether or not sanctions are imposed against an LPA, the LPA will be expected to develop a corrective action plan and implement it to correct the deficiencies. LPAs will be given adequate time to develop and implement their action plan. Failure to correct the deficiencies in a timely manner will be grounds for imposing additional sanctions.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9F.**

TO: Mayor and Members of the City Council

SUBJECT: Professional Services Agreement with Dudek for Climate Action and Adaptation Plan (CAAP) Consulting Services

FROM: Carmen Zambrano, Management Analyst

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
Jamie Murguia, Finance Manager
HongDao Nguyen, City Attorney
Abel Avalos, City Manager

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to execute an agreement with Dudek for the development of the City's Climate Action and Adaptation Plan (CAAP) for an amount not-to-exceed $386,298.

BACKGROUND:
In July 2024, the City of Artesia was awarded $342,036 through the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Program to fund the Artesia Climate Ready: A Pathway to Climate Action & Adaptation initiative. This program supports the City's commitment to sustainability, climate resilience, and transportation system preparedness. The Caltrans Grant required a $44,314 match from the City, which was budgeted in the Fiscal Year 2025-26 Budget.

The grant was approved by the City Council in November 2024 through Resolution No. 24-3015, authorizing acceptance of the funds and execution of the grant agreement with Caltrans. The Climate Action and Adaptation Plan (CAAP) will serve as a citywide roadmap for reducing greenhouse gas emissions, creating an evacuation plan, and enhancing the community's ability to adapt to climate-related impacts.

ANALYSIS:
The City released a Request for Proposals (RFP) for the CAAP project on Thursday, September 18, 2025. The proposal period closed on Monday, October 20, 2025. A total of eleven (11) proposals were received from the following firms:

Consultant Firm	Proposed Cost	Score
Cascadia Consulting	$ 369,320.00	99
Environmental Science Associates (ESA)	$ 374,000.00	98

Dudek	$ 386,298.00	98
Blue Strike Environmental	$ 385,594.00	95
Rincon Consultants	$ 386,096.00	94
Ascent Inc.	$ 386,346.00	92
MNS Engineers	$ 373,345.00	89
Raimi + Associates (R&A)	$ 385,660.00	87
Minus 2 Degrees (M2D)	$ 105,000.00	76
CASC Engineering	$ 340,831.00	68
WREM Solutions	$ 386,000.00	67

The proposals were evaluated and scored based on criteria outlined in the RFP, including understanding of the project scope, experience with Caltrans grants, project team qualifications, community engagement approach, budget, and ability to meet the grant timeline. The top three scoring firms, Cascadia Consulting Group, Environmental Science Associates (ESA), and Dudek, were invited to interview with a panel of staff from the Public Works, Community Development, and Administration Departments, including Emergency Management. Each firm demonstrated strong qualifications in climate action planning, community engagement, and transportation-related sustainability work.

The consultant selection process was conducted in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) guidelines for the procurement of professional services, which are also being presented to the City Council for consideration in a separate report. Following the evaluation of proposals and interviews, staff identified Dudek as the most qualified firm. Dudek demonstrated a comprehensive understanding of Caltrans Sustainable Transportation Planning Grant requirements, extensive experience preparing Climate Action and Adaptation Plans for comparable Southern California cities, and a strong interdisciplinary team with expertise in greenhouse gas modeling, transportation emissions analysis, and equity-focused engagement.

Dudek’s presentation reflected strong organization, clear communication, and genuine enthusiasm for the project. The firm’s cohesive in-house team brings expertise in technical analysis, evacuation planning, and creative outreach strategies tailored to diverse communities. Dudek distinguished itself by its ability to translate complex data into accessible, visually engaging information for the public and its innovative communication tools, including behavior-based social media campaigns and visually compelling plan materials modeled after its recent work on the City of Buena Park CAAP. These strengths position Dudek to deliver a comprehensive, data-driven, and community-focused Climate Action and Adaptation Plan for the City of Artesia.

In parallel, the City is also in the process of updating its Local Hazard Mitigation Plan (LHMP), which is expected to be completed in late 2026. While the LHMP and CAAP are separate planning efforts, they are complementary in nature. The LHMP focuses on identifying and reducing current risks to life and property from natural hazards, while the CAAP takes a longer-term approach, addressing future climate-related risks and outlining strategies to reduce greenhouse gas emissions, enhance resilience, and support evacuation and adaptation planning. Together, these plans will provide a layered and integrated framework that positions the City to pursue future funding opportunities and long-term climate adaptation initiatives.

FISCAL IMPACT:

There is no impact to the General Fund associated with approving the Agreement with Dudek for $386,298. The project is funded by a $342,036 Sustainable Transportation Planning Grant, and the City's local match of $44,314 is allocated from the City's Proposition A local return funds.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council authorize the City Manager to execute an agreement with Dudek for the development of the City's Climate Action and Adaptation Plan (CAAP) for an amount not-to-exceed $386,298.

Attachments

Professional Services Agreement - Dudek.pdf

Dudek Proposal.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND DUDEK FOR CLIMATE ACTION AND ADAPTATION PLAN (CAAP) CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of November 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and Dudek, a California Corporation, with its principal place of business at 687 S. Coast Highway 101, Suite 110, Encinitas, California, 92024 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for providing certain professional services required by the City under the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Climate Action and Adaptation Plan (CAAP) development and related environmental planning services, is duly licensed to perform such services in the State of California, and is familiar with the needs and objectives of the City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Climate Action and Adaptation Plan (CAAP) project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, and services necessary to fully and adequately supply the professional services necessary for the "Climate Action and Adaptation Plan (CAAP) Services" ("Services"). The Services are more particularly described in Exhibit "A" (Scope of Services) is attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 12, 2025, to September 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the Standard of Care.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Jennifer Reed, Project Manager.**

3.2.5 City's Representative. The City hereby designates **Carmen Zambrano, Management Analyst,** his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all work submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Jennifer Reed, Project Manager,** or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff

in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of consultant under this Agreement (the "Standard of Care"). Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be reemployed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in accordance with the Standard of Care and any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City may suffer damage. Consultant will not be responsible for damages or be in default by reason of delays caused by factors beyond Consultant's reasonable control.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, included authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Eighty-Six Thousand, Two Hundred Ninety-Eight Dollars ($386,298) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided during the initial commencement date or since the start

of the subsequent billing periods, as appropriate, through the date of the invoice. City shall within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit “C” may be adjusted at the time of renewal as set forth in Exhibit “C.”

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years after grant closeouts or final payment under this Agreement, whichever is later.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Dudek
687 S. Coast Highway 101, Suite 101
Encinitas, CA 92024
ATTN: Joseph Monaco

City: City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701
ATTN: Abel Avalos

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement including but not limited to stakeholder lists and databases, community survey instruments and results, outreach and engagement materials, meeting sign-in sheets, presentation decks, draft and final Climate Action and Adaptation Plan documents, technical memoranda, greenhouse gas inventories, vulnerability assessments, implementation and monitoring tools, and any associated GIS or mapping files ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period,

Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants or representatives.

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND DUDEK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA

By: _____
Abel Avalos
City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

DUDEK

By: _____
Joseph Monaco
President/CEO

By: _____
Helder Guimaraes
CFO

EXHIBIT "A"
SCOPE OF SERVICES

The Consultant shall perform all services described below in accordance with the Scope of Work approved by the California Department of Transportation (Caltrans). Consultant acknowledges that the tasks and deliverables correspond directly to the approved grant scope and must be performed in compliance with Caltrans requirements and timelines.

Task No.	Task Name	Summary of Work	Deliverables
1	**Project Initialization and Baseline Assessment**	Establish foundation for the CAAP by confirming project goals, responsibilities, timelines, and conducting a review of existing conditions.	- CAAP Work Plan - Existing Conditions and Policy Alignment Report - Baseline GHG Inventory and Emissions Assessment - Environmental Conditions and Climate Risk Report
2	**GHG Emission Forecasting and Target Setting**	Analyze future emissions trajectories and set reduction targets aligned with State policies.	- Identification of Appropriate GHG Reduction Targets - GHG Emissions Forecast and Reduction Target Report
3	**Comprehensive Climate Vulnerability Assessment**	Evaluate Artesia's risks to climate change, particularly in transportation and infrastructure, using a multidisciplinary approach.	- Climate Vulnerability Assessment Report - Climate Risk and Vulnerability Maps
4	**Evacuation Assessment and Strategy Development**	Assess Artesia's current evacuation systems and create a robust strategy for climate-related emergencies.	- Evacuation Assessment and Strategy Plan - Vulnerable Area and Evacuation Time Analysis - Transportation Access Analysis for At-Risk Populations - Evacuation Communication Strategy
5	**Climate Adaptation Strategy Development**	Develop adaptation strategies to reduce risk and increase community resilience, addressing both structural and non-structural measures.	- Climate Adaptation Strategies Report - Recommendations for Updates to City Planning Documents - Stakeholder Feedback Summary
6	**Community Engagement and Stakeholder Involvement**	Ensure inclusive and accessible engagement throughout the planning process.	- Public Participation Plan with Key Stakeholder List - Outreach and Workshop Materials - Surveys, Pop-Up Events, and Social Media Campaign Materials - Community Engagement Summary Report

7	**Drafting, Finalization, and Adoption of CAAP**	Compile all analysis and strategies into a cohesive, actionable, and accessible Climate Action and Adaptation Plan.	- Draft and Final CAAP (including ADA-accessible versions) - Implementation and Next Steps Summary - Presentation Materials and Agenda Reports - Adopted CAAP

EXHIBIT "B"
SCHEDULE OF SERVICES

The following table outlines the Consultant's detailed subtasks, timelines, and deliverables corresponding to the Caltrans-approved Scope of Work in Exhibit A. These subtasks and timelines are based on the Consultant's proposal and have been reviewed and accepted by the City to ensure consistency with the Caltrans grant requirements, project objectives, and schedule. This breakdown serves as a project management tool to monitor progress and ensure timely completion of all tasks under the grant. Consultant shall perform each subtask in accordance with Caltrans requirements and City direction.

Task No.	Task Name / Subtask	Timeline	Deliverables	Corresponding Caltrans Task
0	Project Management and Meetings	Dec 2025 – Jun 2027	Meeting agendas and summaries	General project support
1.1	CAAP Work Plan and Kickoff	Nov – Dec 2025	CAAP Work Plan; Kickoff meeting agenda and summary	Task 1
1.2	Existing Plan and Policy Review	Dec 2025 – Mar 2026	Existing Conditions and Policy Alignment Report	Task 1
1.3	Baseline GHG Emissions Inventory	Dec 2025 – Mar 2026	Baseline GHG Inventory and Emissions Assessment	Task 1
1.4	Environmental Conditions and Climate Risk	Dec 2025 – Mar 2026	Environmental Conditions and Climate Risk Report	Task 1
2.1	GHG Emissions Forecasting and Target Setting	Apr – Jul 2026	GHG Emission Forecast Report; Identification of Appropriate GHG Reduction Targets	Task 2
2.2	Action Strategy Development	Jul – Oct 2026	Sector-Based GHG Reduction Measures	Task 2
3.1	Climate Hazards and Indicators	Apr – Jul 2026	Draft and Final Climate Vulnerability Assessment Report	Task 3
3.2	GIS Asset Inventory	Apr – May 2026	Data Collection	Task 3
3.3	Asset Exposure and Mapping	Jun – Aug 2026	Climate Risk and Vulnerability Maps; GIS Database of Asset Exposure and Vulnerability	Task 3
4.1	Evacuation Assessment and Strategy Plan	Apr – May 2026	Evacuation Assessment and Strategy Plan	Task 4
4.2	Vulnerable Area and Evacuation Time Analysis	Apr – May 2026	Vulnerable Area and Evacuation Time Analysis	Task 4
4.3	Transportation	Jun –	Transportation Access	Task 4

	Access Analysis for At-Risk Populations	Jul 2026	Analysis for At-Risk Populations	
4.4	Evacuation Communications Strategy	Jul – Aug 2026	Evacuation Communications Strategy	Task 4
5.0	Climate Adaptation Strategy Development	Jul – Oct 2026	Draft Climate Adaptation Strategies and Recommendations; Strategy Feedback Summary	Task 5
6.1	Public Participation Plan and Key Stakeholder List	Dec 2025 – Jan 2026	Public Participation Plan with Key Stakeholder List	Task 6
6.2	Internal Department Coordination Meetings	Feb – Mar 2026; Sep – Oct 2026	Draft and Final Presentations for Internal Coordination; Support Materials	Task 6
6.3	Community Pop-Ups	Mar – Apr 2026; Jul – Aug 2026	Pop-Up Materials, Logistics Plan, Outreach Boards, and Materials	Task 6
6.4	Community Surveys	Feb – May 2026	Two Online Surveys; Key Takeaways Summary	Task 6
6.5	Social Media Campaign	Apr – Jul 2026	Draft and Final Social Media Post Packages	Task 6
6.6	StoryMap and Website	Feb – May 2026	StoryMap	Task 6
6.7	Strategies Workshop / Webinar	Sep – Oct 2026	Workshop Materials	Task 6
6.8	Community Engagement Summary	Apr – Nov 2026	Complete Community Engagement Summary Report	Task 6
7.1	Administrative and Public Review Draft	Mar 2026 – Feb 2027	Draft CAAP; Implementation and Monitoring Framework	Task 7
7.2	Final Plan and City Council Adoption	Apr – Jun 2027	PowerPoint Presentation for Commission and Council; Draft Agenda Reports; Final/Adopted CAAP	Task 7

EXHIBIT "C"
COMPENSATION

Total Compensation
Payment for all services under this Agreement shall not exceed $386,298, inclusive of all labor, materials, travel, subconsultant costs, and reimbursable expenses.

The Consultant shall be compensated on a time-and-materials basis in accordance with the approved Caltrans grant budget and as further detailed in Exhibit “C.”

All invoices shall be submitted monthly with supporting documentation by task and subconsultant, consistent with Caltrans reimbursement and reporting requirements. No additional compensation shall be paid unless authorized by a written amendment approved by the City Council.

Task No.	Task Title	Budget Allocation ($)
0	Project Management and Meetings	$ 26,755
1	Baseline Assessment	$ 38,390
2	GHG Emission Forecasting, Target Setting, and Action Strategy Development	$ 52,710
3	Comprehensive Climate Vulnerability Assessment	$ 36,260
4	Evacuation Assessment and Strategy Development	$ 75,270
5	Climate Adaptation Strategy Development	$ 23,810
6	Community Engagement and Stakeholder Involvement	$ 63,608
7	Drafting, Finalization, and Adoption of CAAP	$ 69,495
TOTAL		**$ 386,298**

CLIMATE ACTION AND ADAPTATION PLANNING (CAAP) SERVICES

City of ARTESIA

OCTOBER 20, 2025



DUDEK



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Appendix B: Proposed Contract Modifications

1 TRANSMITTAL LETTER

October 20, 2025

Jennifer Alderete, City Clerk
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

Subject: Proposal for Climate Action and Adaptation Planning Services

Dear Jennifer Alderete:

The Dudek team recognizes that developing a comprehensive climate action and adaptation plan (CAAP) for the City of Artesia (City) requires a highly qualified, technically skilled, multidisciplinary team paired with a thoughtful, well-rounded approach. Our planners have authored numerous innovative and award-winning climate plans tailored to the unique needs of a variety of communities across California. We understand that CAAPs should not be just policy documents that sit on the shelf; rather, they should be implementable roadmaps that ensure the success of long-term climate goals. Your plan, when implemented, will create measurable improvements in the City's resilience to the worst effects of climate change and support community health, mobility, and emergency readiness.

The Dudek team is the best team to deliver this implementable roadmap given our understanding of the City and surrounding region, our cutting-edge technical approaches, and our expertise with equity-focused community engagement.

Legal Name: Dudek

Corporate Address:
687 S. Coast Highway 101, Suite 110,
Encinitas, CA 92024

Primary Representative:
Jennifer Reed, Project Manager
949.373.8333
jreed@dudek.com

Alternate Contact:
Kelly Bray, Deputy Project Manager
619.812.3827
kbray@dudek.com

Required Statements:

This proposal is valid for 120 days.

Joseph Monaco, President/CEO, is authorized to bind the firm.

Dudek declares that all submitted information is true and correct.

The Dudek team has a **deep understanding of climate planning and the City's local context**. We are a locally based firm with land use, climate, natural resources, transportation, and air quality experts who live and work extensively across the Los Angeles and Orange County regions. Notably, our team developed the Buena Park CAAP, which is one of the first California Environmental Quality Act (CEQA) qualified CAAPs adopted in Orange County. The plan was unanimously adopted by the city council in September 2025, with overwhelming support from residents, businesses, community-based organizations, and City government. We bring a strong understanding of the unique challenges facing Artesia residents, including high-pollution burden, lack of access to multi-modal transportation, frequent bouts of extreme heat, and a lack of urban greening. These challenges are intensified in disadvantaged areas of the City where resource constraints contribute to heightened vulnerability.

We employ innovative approaches to stay ahead of the quickly changing climate legislative and technological landscape. We develop cutting edge, yet practical, strategies to achieve local climate goals that align with state emission reduction targets. To address the largest greenhouse gas (GHG) emissions sector of transportation, we are partnering with *Fehr & Peers*, one of the state's premier transportation planning firms and experts in developing solutions to decrease vehicle miles traveled (VMT).

Dudek's climate resilience, emergency response, and transportation experts are adept in developing customized solutions to fit the City's vulnerabilities, especially with regard to the most vulnerable populations. To deliver tailored climate vulnerability data, we have partnered with *Pathways Climate Institute*, who recently completed the California

Department of Transportation (Caltrans) Statewide Climate Risk and Vulnerability Assessment. *Pathways* will provide early access to this data, tailored to assess the City's transportation vulnerabilities and inform targeted improvements aligning with state priorities and potential funding opportunities. In addition, Dudek emergency planners and registered professional foresters are recognized statewide for their expertise in wildfire and climate-related evacuation planning. For the City, our team will assess existing evacuation systems, identify infrastructure and accessibility gaps, and develop strategies to improve efficiency and equity, especially for transportation-disadvantaged communities.

We understand that a **strong, equity-focused inclusive community engagement** strategy is key to the CAAP's success. Our approach is tailored to reflect the City's cultural and linguistic diversity, ensuring all voices are heard and community goals are collaboratively defined. We will implement a multi-pronged, multilingual outreach strategy, partnering with *Excel Interpreting & Translating* to provide translation and real-time interpretation for both online and in-person events. The award-winning Dudek creative services team will enhance outreach through engaging content, and outreach materials will be designed for print and digital use, Americans with Disabilities Act (ADA)-compliant, and available in English, Spanish, or other languages as needed.

We are committed to meeting the grant-driven deliverables and timelines as outlined in the Restricted Grant Agreement. The Dudek team looks forward to developing an innovative and implementable CAAP that meets the specific needs of the City, and we are excited to work with the City on this important plan. Should you have any questions or wish to discuss this proposal, please feel free to reach out to me at jreed@dudek.com or 949.373.8333.

Sincerely,

Joseph Monaco
President/CEO

Jennifer Reed
Project Manager

Joseph Monaco is authorized to bind Dudek to this proposal.

2 SUMMARY OF APPROACH

The Dudek team is dedicated to developing a Climate Action and Adaptation Plan (CAAP) for the City of Artesia (City) that will serve as a strategic framework to guide the City's response to climate challenges, reduce greenhouse gas (GHG) emissions, and foster a more sustainable and equitable future. We share the City's commitment to leveraging this grant opportunity to build on and expand existing efforts, such as the Local Hazard Mitigation Plan (LHMP), the Gateway Cities COG Climate Action Planning Framework, and SCAG's Regional Climate Adaptation Framework. We aim to center the City's unique assets and opportunities in the CAAP vision so that the plan works for the entire Artesia community. This begins with listening and understanding the true objectives behind the CAAP's development.

A key focus of the CAAP is identifying current and future climate hazards, particularly those affecting infrastructure and transportation, and prioritizing investments that benefit vulnerable and historically underserved populations. By leveraging unreleased Caltrans data prepared by our subconsultant Pathways Climate Institute for the 2025 Climate Risk and Vulnerability Assessment, we will deliver a localized analysis to help prioritize vulnerable City assets and guide impactful adaptation strategies. Our emphasis will be on critical transportation infrastructure that supports daily operations and emergency response.

The CAAP will strengthen emergency readiness by improving planning, evacuation systems, and transportation access during extreme weather events. We will evaluate existing evacuation plans and identify gaps in infrastructure, sheltering, and transit accessibility. Our strategies will improve evacuation efficiency and equity, especially for transportation-disadvantaged communities, and include communication plans tailored to diverse populations. We will also identify opportunities to strengthen the City's urban canopy, offering recommendations that enhance resilience, reduce emissions, and transform underperforming forests into valuable assets.

A central objective of the CAAP is to establish a clear, achievable GHG reduction target aligned with California's carbon neutrality goal. While ambitious, we have a strong track record of developing measurable and achievable strategies. Our approach includes granular emissions estimates and forecasting, including City-specific VMT. We are excited to use the new ICLEI ClearPath 2.0 platform, which is well-suited to the City's land use context. Additionally, our in-house GHG inventory tools offer flexibility to meet Artesia's specific needs.

Recognizing the cultural and linguistic diversity of Artesia's residents, we are committed to inclusive, equitable, and accessible outreach. Our multilingual strategy ensures both online and in-person engagement are accessible to English and non-English-speaking residents through translation and real-time interpretation. Our creative storytelling group will bring enhanced and innovative public engagement capabilities through our award-winning in-house creative services team.

Dudek will develop a customized suite of actions to meet the City's CAAP goals. We understand the immediate and long-term strategies needed to address climate issues, and we prioritize practical, actionable solutions that empower local staff and decision makers to implement lasting change. The CAAP will offer a clear roadmap with monitoring tools and funding options, refined through City and community input.

The Dudek team is uniquely qualified to deliver a CAAP that is practical, measurable, and adaptable. We understand that Artesia needs more than a one-size-fits-all plan; it needs a roadmap that builds on existing efforts, can be feasibly implemented, and can be easily adjusted to meet the City's needs. With a strong track record of success in similarly sized and contextually aligned communities, we are excited for the opportunity to support Artesia in creating a safer, more sustainable, and resilient future.

3 SCOPE OF WORK AND PROJECT APPROACH

Project Management

Dudek's success in executing client projects on time and within budget is driven by open team communication initiated by Project Manager Jennifer Reed. Project staff will be kept apprised of task status and next steps, keeping staff engaged with a sense of team purpose in carrying out our work in support of your goals. Dudek prides itself on integrating a fundamental focus on high-quality work, subconsultant management, and meeting client and project goals and objectives.

Primary aspects of the Dudek project management approach include clear communication, managing adherence to the scope, keeping the progression of work on schedule, cost controls, and risk management.

To ensure project success, we engage in clear communication and cooperation with the City, holding regular conference calls and preparing agendas to assist teams in clarifying any issues and proceeding with the work in a unified manner. We use check-in meetings with our project teams to have a shared understanding of status and next steps, such as critical path items for tasks, to ensure we stay on schedule. The project management team will work together to ensure performance, meet communication goals, and keep the City's projects on schedule and within budget. Tools to ensure performance include a thoughtful kickoff meeting, check-in meetings and status update correspondence, dedicated lines of communication, a master deliverables list and schedule with critical path items for each deliverable, and budget tracking. Quality assurance/quality control (QA/QC) is an essential component of Dudek's client value and project management philosophy, which is discussed in detail following Task 7.

Dudek maintains an organizational structure that keeps administrative processes to a minimum, limiting internal bureaucracy and enabling project managers to be flexible and responsive to client needs. As a medium-sized firm, we provide the personal service of project managers who stay with your project from start to finish combined with the breadth and depth of capabilities characteristic of larger firms, enabling us to meet any project requirements. Our project managers are empowered to be problem solvers, with the ability to make decisions in a timely fashion to maintain project momentum. We are proud of our low employee turnover; our staff's long tenure means our Project Manager Jennifer, who has been at Dudek for 19 years, will be with you at project completion.

The team presented in this proposal will be 100% committed to this contract and up to 100% available.

We understand that effective project management goes beyond task coordination; it requires guiding City staff through complex topics with clarity and support. City staff are not expected to be subject matter experts in any one of these multifaceted topics covered by the CAAP. Our team brings deep experience in educating staff when desired, helping to communicate technical concepts to City staff and the community members, outlining decision-making options and considerations, and offering informed recommendations based on similar projects throughout plan development. Dudek, Fehr & Peers, Pathways, and Excel Interpreting & Translating collectively are the City of Artesia team, and we are dedicated to supporting City staff to navigate the CAAP process and equip staff to successfully implement the plan.

Timeline

Chart 1 details key project milestones and deliverables.

Chart 1. Timeline

Task Name	Deliverable	2025			2026												2027					
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 0: Project Management and Meetings																						
0- Project Management and Meetings	• Meeting agendas and summaries																					
Task 1: Baseline Assessment																						
1.1 CAAP Work Plan and Kickoff	• CAAP Work Plan • Kickoff meeting agenda and summary																					
1.2 Existing Plan and Policy Review	• Existing conditions and policy alignment report																					
1.3 Baseline GHG Emissions Inventory	• Baseline GHG inventory and emissions assessment																					
1.4 Environmental Conditions and Climate Risk	• Environmental conditions and climate risk report																					
Task 2: GHG Emission Forecasting, Target Setting, and Action Strategy Development																						
2.1- GHG Emission Forecasting and Target Setting	• GHG emission forecast report • GHG reduction targets and recommendations memorandum																					
2.2- Action Strategy Development	• Sector-based GHG reduction measures																					
Task 3: Comprehensive Climate Vulnerability Assessment																						
3.1- Climate Hazards and Indicators	• Draft and final Climate Vulnerability Assessment Report																					
3.2- GIS Asset Inventory	• Data collection																					
3.3- Asset Exposure and Mapping	• Climate risk and vulnerability maps • GIS database(s) of asset exposure and vulnerability																					
Task 4: Evacuation Assessment and Strategy Development																						
4.1- Evacuation Assessment and Strategy Plan	• Evacuation Assessment and Strategy Plan																					
4.2- Vulnerable Area and Evacuation Time Analysis	• Vulnerable Area and Evacuation Time Analysis																					
4.3- Transportation Access Analysis for At-Risk Populations	• Transportation Access Analysis for At-Risk Populations																					
4.4- Evacuation Communication Strategy	• Evacuation Communication Strategy																					
Task 5: Climate Adaptation Strategy Development																						
5- Climate Adaptation Strategy Development	• Draft climate adaptation strategies and recommendations • Strategy feedback summary																					
Task 6: Community Engagement and Stakeholder Involvement																						
6.1- Public Participation Plan with Key Stakeholder List	• Public participation plan with key stakeholder list																					
6.2- Internal Department Coordination Meetings	• Draft and final presentations for internal department coordination meetings, and supportive materials																					
6.3- Community Pop-Ups	• Pop-up materials (logistics plan, outreach boards, and materials)																					
6.4- Community Surveys	• Two online surveys • Survey key takeaways summary																					
6.5- Social Media Campaign	• Draft and final social media post packages																					
6.6- StoryMap and Website	• StoryMap																					
6.7- Strategies Workshop Webinar	• Workshop materials																					
6.8- Community Engagement Summary	• Complete Community Engagement Summary Report																					
Task 7: Drafting, Finalization, and Adoption of the CAAP																						
7.1- Administrative and Public Review Drafts	• Draft CAAP • Implementation and Monitoring framework																					
7.2- Final Plan and City Council Adoption	• PowerPoint presentation for commission and council • Draft agenda reports for commission and council • Final/Adopted CAAP																					

Control Methodology

Please see Dudek's control methodology detailed under the Quality Control heading following Task 7.

Implementation Plan

Task 0

Project Management and Meetings

Estimated time frame: Continuous

The Dudek project manager, Jennifer Reed, will ensure clear and continual communication for a smooth and collaborative process.

Throughout the process, Dudek will schedule and facilitate virtual meetings with City staff to review work conducted, plan for upcoming efforts, and ensure that the project remains on schedule and within budget. The Dudek project management team will remain nimble and will be available by email and phone to answer questions, collaborate, and move the project forward. Prior to initiating deliverables, we will confirm the key tasks and appropriate format and will ensure QA/QC is performed in accordance with Dudek principles.

Role of City Staff

- Participate in virtual monthly project meetings

Assumptions

- Monthly project meetings (1 hour in length) will be held with City staff, the Dudek project manager, deputy project manager, and up to one other Dudek team member.
- A document sharing portal (e.g., SharePoint), which Dudek can host, will be used for coordinating meeting minutes, agendas, and other relevant project documents.

Deliverables

- Meeting agendas and summaries (Word)

Task 1

Baseline Assessment

Estimated time frame: 5 months

At project kickoff, we will ensure that we understand the City's goals so we can start working towards achieving them on day one.

Task 1.1: CAAP Work Plan and Kickoff

The Dudek team will work closely with the City's project manager to establish a work plan and detailed schedule for the CAAP. The work plan will include a timeline to establish project milestones along with critical path items, resources and data needs, scheduled meetings, and initial assumptions. Our schedule will outline key tasks and subtasks and will adequately build in time for the review process that includes an initial City staff review, Dudek revisions to address questions and comments from City staff review, and follow-up City staff review to ensure that revisions are appropriate.

The Dudek team will work with the City to schedule a kickoff meeting to discuss goals and objectives of the CAAP, share aspirations while aligning expectations, establish relationships, and set the project up for success. The kickoff meeting will introduce key Dudek team members and City staff and clarify roles and lines of communication. We will discuss current City sustainability, GHG reduction, and adaptation efforts and identify existing documents, data, policies, and initiatives relevant to the CAAP. The kickoff meeting will serve as the first step in the community outreach effort by identifying key stakeholders and effective engagement strategies based on the outcomes of previous City efforts. Any potential issues anticipated with the City's CAAP and lessons learned from the Dudek team's similar past projects will be explored for proactive solutions.

Task 1.2: Existing Plan and Policy Review

Dudek will thoroughly assess existing policies and programs, as well as build best practices from our team's experience with similar cities to provide a solid foundation for CAAP development and ensure that the City's objectives are achieved.

Dudek will review existing City, regional, and state environmental, emergency, and climate policies to inform plan development and ensure alignment with the CAAP. To achieve this, the Dudek team will create a database that catalogs existing City efforts and outlines regulatory context. Within this database, the Dudek team will conduct a comprehensive review of existing relevant local planning documents, such as the City's General Plan, LHMP, Active Transportation Plan, Urban Forest Master Plan, and Urban Water Management Plan.

Locally relevant federal, state, and regional guidance documents and regulations will also be reviewed and compiled into the database to ensure consistency with policy guidance for climate mitigation, climate resilience, and evacuation and emergency assessments. These relevant documents and regulations are expected to include Assembly Bill (AB) 1279, Senate Bill 379, AB 747, the California Air Resources Board (CARB) 2022 Scoping Plan, the California Adaptation Strategy, and more. Compiled regulations will include details on the year of adoption and if there is a specific avenue or planning document required to address the regulation.

This effort will identify strengths and areas of improvement for the City. Our goal is to build upon the City's existing efforts by enhancing actions that have been successful, while strengthening those with the greatest potential for GHG emissions reductions. Ultimately this catalog will serve as the basis for CAAP measures and actions and will ensure that our proposed strategy is well integrated with existing practices.

Task 1.3: Baseline GHG Emissions Inventory

Developing effective GHG reduction action starts with a well-planned GHG inventory. We will tailor inventory sectors and sub-sectors to identify appropriate measures at the community and municipal levels.

Dudek will develop a communitywide baseline GHG emissions inventory for the City. Dudek will coordinate with City staff to select a baseline year (likely 2023) based on data availability and relevance and will identify key economic drivers and activities to guide data collection. The inventory will include visual breakdowns of emissions by major categories and sources, such as building energy, on-road transportation, off-road equipment, solid waste, and water and wastewater. **Figure 1** (see Example Graphics following the scope of work) shows an example pie chart of emissions using in-house spreadsheets. Additional GHG emission sources may be identified in coordination with the City and community outreach.

As the largest GHG emissions source of most community inventories, on-road transportation is a critical sector that requires diligence to ensure accuracy. Fehr & Peers will prepare a VMT inventory leveraging their recent work on the Los Angeles and Orange Counties CAP, which will provide a streamlined GHG inventory effort. The VMT forecasts are being prepared with the SCAG Activity-Based Model that is consistent with Connect SoCal 2024, the 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy, and that provides truck data.

Task 1.4: Environmental Conditions and Climate Risk

Our team will work with the City to compliment the LHMP and other existing local hazard analyses, providing new data that assists City decision making.

Dudek and Pathways will complement the existing plan review completed in Task 1.2 with a specific assessment of climate risks, including the City's LHMP. Given that the City's LHMP is currently being updated, our team will

coordinate with City staff at project kickoff to align with the LHMP team and its anticipated adoption timeline. Our team regularly coordinates with LHMP updates, and we understand how to ensure consistency while providing value beyond required components. We will also consider other applicable local hazard planning documents to inform our analyses for Tasks 3 and 4 and identify where our team can add value.

Pathways will then perform a preliminary review of existing and future climate-related risks in the City and the high-level potential impacts and consequences of those risks on the community and critical assets (e.g., transportation networks, utilities, emergency response facilities). This review will include recent natural hazard events that impact the City and/or the adjacent surrounding areas. The team will leverage the latest climate science from the Caltrans Statewide Climate Vulnerability and Risk Assessment, including baseline hazards, review relevant assessments and reports, and summarize the key gaps for resilience and hazard mitigation across the City.

Dudek and Pathways will then collaborate with City staff to develop the framework for the Comprehensive Climate Vulnerability Assessment (Task 3) and will determine the list of climate hazards (e.g., flooding, drought, extreme heat), climate indicators (e.g., extreme heat thresholds), climate scenarios (e.g., global warming levels, SSP2-4.5), and time horizons to support Tasks 3, 4, and 5. This step will streamline the workflows of later tasks and will help ensure that the project team is aligned on project priorities and end-products.

Role of City Staff

- Provide materials requested in the Request for Information in a timely manner.
- Staff will secure permissions for utility and activity data and facilitate access to local data sources (e.g., utility usage).
- Staff will confirm usage data and other relevant inventory assumptions prior to emissions (baseline) calculations.
- Review and provide comments (in comments and/or redline/strikeout) of draft deliverables (Word)

Assumptions

- Inventories will be developed using ICLEI's ClearPath 2.0 or custom spreadsheets.
- Dudek will use calculation methodologies and protocols current to the time of analysis preparation.
- Required data will be available in a usable format, and any significant data gaps or delays may impact schedule and deliverables.
- A virtual project kickoff meeting will be held via Teams if hosted by Dudek or via the preferred City video conferencing software if hosted by the City.
- Traffic models proposed are suitable for use in the CAAP and no new models will need to be run.
- Dudek will respond to one round of consolidated, nonconflicting set of comments on each deliverable in comments and/or redline/strikeout.

Deliverables

- CAAP Work Plan (adjusted project timeline/schedule, final list of existing documents/data to review, and list of key stakeholders for the CAAP) (various: Word, Excel, PDF)
- Kickoff meeting agenda and summary (Word)
- Existing conditions and policy alignment report (Word and PDF)
- Baseline GHG inventory and emissions assessment (Word and PDF)
- Environmental conditions and climate risk report (Word and PDF)

TASK 2

GHG Emission Forecasting, Target Setting, and Action Strategy Development

Estimated time frame: 7 months

The Dudek team will guide the City in identifying ambitious, yet achievable, GHG reduction targets to align with statewide legislation.

Task 2.1: GHG Emission Forecasting and Target Setting

Dudek will develop community GHG emissions forecasts for two future target years, selected in coordination with City staff. We recommend using 2030 as a short-term target to align with SB 32 and 2045 as a long-term target to align with the carbon neutrality goal established in AB 1279. Dudek will discuss this recommendation with City staff during the target-setting process.

The forecasts will include a future business-as-usual emissions scenario (i.e., devoid of any programs, measures, or activities to reduce emissions occurring after the baseline year) and an adjusted business-as-usual emissions scenario (i.e., including the impact of adopted statewide and regional GHG reduction measures), and will reflect impacts from socioeconomic growth expected for the City. To evaluate future growth, the Dudek team will consider plans and feedback from the City and applicable regional agencies and other available state or federal data.

To forecast VMT emissions, Fehr & Peers will use VMT forecasts prepared with the SCAG Activity-Based Model, consistent with the VMT baseline approach in Task 1.3. Fehr & Peers will linearly interpolate the VMT estimates between the model's baseline year of 2019 and horizon year of 2050 to obtain forecasted VMT for the City in the chosen target years (e.g., 2030 and 2045).

In collaboration with City staff, the Dudek team will then establish two future GHG reduction targets (i.e., short- and long-term) that are practical, yet ambitious, to align with statewide goals and inform the development of reduction measures. The statewide emission reduction targets established by SB 32 of 40% below 1990 emissions levels by 2030, by AB 1279 of net zero GHG emissions no later than 2045, and the goal of reducing statewide anthropogenic GHG emissions to at least 85% below 1990 levels by 2045 will be considered during target setting.

Using the forecasted emissions estimated for the two chosen future years and the selected reduction targets, Dudek will assess the emissions gap the City will need to address to achieve the selected targets. This gap will inform development of two feasible reduction scenarios to meet or exceed the chosen targets. The emissions gaps will be characterized by various emission sources, such as energy use, transportation, and waste. **Figure 2** shows an example forecast and target setting within the ClearPath 2.0 platform and **Figure 3** presents an example of a target setting and local emissions gap graph using Dudek in-house spreadsheets.

Task 2.2: Action Strategy Development

Using the forecasted emissions estimated for anticipated years 2030 and 2045 and the selected reduction targets, Dudek will identify a range of measures to address the City's emissions gap identified in Task 2.1. Our team will develop a suite of customized GHG reduction measures tailored to the City's needs, drawing on our experience with statewide targets, CARB guidance, and similar climate plans. **Figure 4** presents an example approach to identifying both emissions reduction and carbon sequestration strategies to meet targets. To leverage statewide policies and align with California's overall roadmap, Dudek recommends prioritizing strategies from CARB Scoping Plan Appendix D guidance, including transportation electrification, VMT reduction, and building decarbonization. This will position the City for successful implementation and progress toward achieving carbon neutrality by 2045.

Fehr & Peers will provide recommendations on and quantify the VMT reduction potential of transportation-related measures that would reduce GHG emissions generated by the City. The City-specific VMT reduction action recommendations will be developed using the Fehr & Peer's TDM+ tool, the Caltrans VMT Mitigation Playbook, and research that contributed to the recently updated California Air Pollution Control Officers Association Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity.

The Dudek team will coordinate with the City to establish a finalized catalog of strategies that meet overall GHG emissions reduction goals. Our team will then estimate GHG emissions reduction scenarios, assuming implementation of the strategies for each of the target years.

Role of City Staff

- Secure permissions for utility and activity data and facilitate access to local data sources (e.g., utility usage)
- Confirm usage data and other relevant target setting assumptions prior to emissions (i.e., projections) calculations
- Review and provide comments (in comments and/or redline/strikeout) of draft deliverables (Word)

Assumptions

- Forecasts and reduction calculations will be developed using ICLEI's ClearPath 2.0 or custom spreadsheets.
- Required data will be available in a usable format, and any significant data gaps or delays may impact schedule and deliverables.
- Dudek will use calculation methodologies and protocols current to the time of analysis preparation.
- Forecasts will be limited to up to two business-as-usual and two adjusted business-as-usual scenarios.
- The ability to fully quantify the GHG reduction potential of actions may be limited by available data, and the wording, structure, and specificity of the actions.
- Dudek will respond to one round of consolidated, nonconflicting set of comments on each deliverable.

Deliverables

- GHG emission forecast report (Word)
- GHG reduction targets and recommendations memorandum (Word)
- Sector-based GHG reduction measures (Word)

TASK 3

Comprehensive Climate Vulnerability Assessment

Estimated time frame: 5 months

Task 3.1: Climate Hazards and Indicators

Pathways will lead the development of a project-specific climate hazard dataset, leveraging the latest statewide datasets from the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment and the Fifth California Climate Assessment (CCA5). It includes bias-corrected Localized Constructed Analogs version 2 (LOCA v2) climate model outputs at 3-kilometer resolution to quantify climate hazards across the entire State of California. Pathways has post-processed these data sets for Caltrans statewide, including developing climate indicators with specific relevance to the built environment (see **Figure 5**). We anticipate evaluating the following climate hazards: extreme heat, flooding, drought, and wildfire.

Task 3.2: GIS Asset Inventory

Dudek will support the climate vulnerability assessment with the compilation of a geographic information system (GIS) database containing the asset information of primary interest, including transportation infrastructure (e.g., roadways, bus routes, evacuation and/or lifeline routes), critical facilities (e.g., utilities, emergency response facilities, schools, health care facilities, and hospitals), and community assets important to the City's identity and culture (e.g., faith centers, community and cultural centers, local businesses, and parks and recreation facilities). The asset inventory will include land use and community demographics, including disadvantaged community designations and characteristics.

Task 3.3: Asset Exposure and Mapping

Pathways has a robust exposure model designed to add multi-hazard exposure information to assets. Using the hazards collated in Task 3.1 and the assets inventory from Task 3.2, Pathways will analyze asset exposure across the suite of hazards (see **Figure 6** for an example asset exposure map). This information will be provided to the City in GIS format for visualizations using ArcGIS online, and will be presented in tabular, graphic, and map formats within the Climate Vulnerability Assessment Report.

The assessment of vulnerability can highlight populations and geographic areas at highest risk of each hazard, as well as compounding hazards, with a lens toward evacuation planning (Task 4) and hazard mitigation and adaptation strategies (Task 5).

Role of City Staff

- Review and provide comments (in comments and/or redline/strikeout) on the draft Climate Vulnerability Assessment Report (Word)

Assumptions

- Dudek will respond to one round of consolidated, nonconflicting set of comments on each deliverable.

Deliverables

- Draft and final Climate Vulnerability Assessment Report (Word)
- Climate risk and vulnerability maps (PDF)
- GIS database(s) of asset exposure and vulnerability

TASK 4

Evacuation Assessment and Strategy Development

Estimated time frame: 5 months

Task 4.1 Evacuation Assessment and Strategy Plan

Dudek will develop a comprehensive, multi-pronged strategy to improve evacuation effectiveness and overall resilience. Recognizing that infrastructure upgrades alone are insufficient to address the complex challenges posed by climate-related disasters, such as flood, this task will integrate technology, emergency response enhancements, and policy-driven solutions to create practical strategies that can be progressively implemented. Our recommendations will be rooted in real-world experience, drawing from interviews with fire and law enforcement, as well as available after-action reports of past evacuations. We will examine multiple strategies to assist the City in managing evacuations effectively such as AI-assisted traffic control, smart cameras for evacuation monitoring, redundant bandwidth to support emergency communications, and temporary strategic road widening that can facilitate emergency traffic flow when needed. **Figure 7** provides an example of potential road-widening strategies that would support multimodal use, while not inducing additional vehicle demand during day-to-day operations. Additionally, infrastructure for sheltering in place will be considered, with a focus on establishing community resilience hubs equipped with emergency power, air conditioning, electric vehicle charging stations, and essential supplies in high-risk areas.

Task 4.2 Vulnerable Area and Evacuation Time Analysis

The Dudek team will evaluate the resiliency of the City's roadway network to climate-related hazards to inform strategies in Task 4.1. Each hazard type requires unique data inputs, modeling assumptions, and mitigation strategies. This analysis will focus on hazards most likely to trigger mass evacuation or large-scale emergency response based on the City's LHMP analysis.

Dudek proposes a hybrid modeling approach that builds upon existing conditions and simulates real-world scenarios by integrating AI-supported GIS Network Analyst with Vissim microsimulation. This approach will assess the transportation network's capacity, safety, and emergency response capabilities under various hazard scenarios, ensuring compliance with AB 747 and AB 1409.

For earthquake and flood scenarios, the analysis will target high-risk areas identified in the LHMP, FEMA Flood Maps, and the LA County Liquefaction Map. The evaluation will assess impacted roadways, evacuation routes, and emergency access for first responders. Additional scenarios will address Public Safety Power Shutoffs (PSPS) and extreme heat events, to assess impacts of these climate-related events on EV charging, transit-dependent populations, and evacuation impediments such as pavement deterioration and vehicle malfunctions. Hazard data will be integrated with demographic and mobility datasets (e.g., population density, vehicle ownership, and socioeconomic factors) to estimate evacuee distribution, accessibility to resilience hubs and shelters, and alternative evacuation routes.

Following the initial risk assessment, Dudek will develop a hybrid evacuation model using GIS and Vissim with Dynamic Traffic Assignment to evaluate travel times during an evacuation event. The model will simulate travel patterns and roadway capacity and assess congestion, stop-and-go conditions, contraflow operations, and emergency vehicle prioritization while testing traffic

control strategies, signal timing adjustments, and phased evacuations based on hazard severity, warning time, and network capacity. Vissim outputs will refine GIS inputs in a feedback loop to enhance accuracy. Evacuation destinations will be based on space availability, evacuee characteristics, and vulnerability to climate risks.

The report will include GIS-based hazard and evacuation risk and vulnerability maps, identification of critical corridors, at-risk road segments, hot spot areas, location for potential improvements, evacuation times, and findings aligned with Task 4.1. 3D visualizations of evacuation scenarios will support public outreach and stakeholder engagement, providing clear insights for decision makers. **Figure 8** illustrates 3D vehicle flow in a Vissim simulation from a regional network and individual intersection perspective.

Task 4.3 Transportation Access Analysis for At-Risk Populations

Aligned with Task 4.2, Dudek will develop a transportation access analysis to evaluate transportation infrastructure capacity from an organizational and planning perspective. This includes identifying the roadway network, assessing capacity (including contraflow conditions), pinpointing bottlenecks, one-way access limitations, poor road conditions, and potential failure points during major evacuations. To meet Senate Bill 99 requirements (PRC §4290.5), the analysis will also identify residential areas in hazard zones lacking at least two emergency evacuation routes.

This analysis will identify gaps in infrastructure and transit access across the City and recommend strategies to improve evacuation efficiency and equity for at-risk populations. These include residents in hazard-prone areas (per Task 4.2) and those with limited transportation access. The City's diverse population includes vulnerable groups such as seniors, disadvantaged individuals, non-English speakers, people with medical or mobility needs, youth, and unsheltered residents who may face barriers during climate emergencies. The analysis will also evaluate multimodal transportation constraints under extreme events and propose adaptation strategies to strengthen the City's overall transportation resilience.

Task 4.4 Evacuation Communication Strategy

Dudek will develop an Evacuation Communication Strategy to enhance public warning and communication systems to address infrastructure failures during disasters. Traditional wireless-based alert systems are vulnerable to cellular network failures caused by fire damage or congestion from excessive public use. Our multimodal communication strategy will incorporate geo-targeted SMS, social media alerts, digital highway signage, and automated calls to ensure broad and inclusive outreach, particularly for non-English speakers and individuals with access and functional needs.

Role of City Staff

- Facilitate access to existing evacuation plans and/or protocols used by the City
- Review and provide comments (in comments and/or redline/strikeout) on the draft deliverables

Assumptions

- The Evacuation Time Analysis will include up to eight (8) analysis scenarios.
- Land use data will be obtained from the SCAG Travel Demand Model, and population, demographic, and other asset data will be assumed to be publicly available or made available by the City.
- Dudek will respond to one round of consolidated, nonconflicting set of comments on each deliverable in comments and/or redline/strikeout.

Deliverables

- Evacuation Assessment and Strategy Plan (PDF)
- Vulnerable Area and Evacuation Time Analysis (PDF)
- Transportation Access Analysis for At-Risk Populations (PDF)
- Evacuation Communication Strategy (PDF)

TASK 5

Climate Adaptation Strategy Development

Estimated time frame: 4 months

Climate adaptation is a critical long-term need and a short-term imperative (e.g., addressing areas at risk

today). Flexible adaptation pathways can address short- and long-term adaptation priorities together, in contrast to traditional techniques that often force a false choice: choosing to enhance resilience to rapidly emerging climate impacts today or choosing to address the impacts predicted in decades to come. Adaptation pathways also consider changing social norms and political and economic context, as adaptation priorities will inevitably change over time, rather than assuming that the best solutions for today will necessarily be the best solutions for tomorrow. Our team has experience developing pathway approaches to adaptation strategies and have used this approach in various settings, including for larger regional government agencies like the San Diego Association of Governments, as well as local municipalities like the City of Oxnard. The Dudek team will draft a comprehensive suite of adaptation strategies that utilize a pathways approach as appropriate to ensure flexibility and ease of implementation for the City.

Development of the proposed strategies will be informed by the evaluations completed in Tasks 1, 3, and 4 to address each identified hazard. For example, **Figure 9** displays a set of strategies that can address the urban heat island effect on a single city block. Strategies will be selected that support the City's goals, align with statewide regulations, and improve community resilience or reduce GHG emissions in an efficient manner. The Dudek team will include successful City efforts in the suite of strategy recommendations and will consider how best practices from similar jurisdictions may fill gaps or respond to City needs while still aligning with the City's organizational structure and implementation framework. Strategies will clearly note if they're directly cross-referenced from existing City plans. For new or modified strategies, one or more City plans may be identified for strategy inclusion consideration upon the next revision of said plan. This organization will allow City staff to seamlessly use the CAAP as a tool and reference during plan updates.

Public feedback from Task 6 will be integrated into policy development, and our team will provide a Strategy Feedback Summary to the City alongside the draft strategies to highlight where community feedback directly led to a certain strategy or implementation detail. Within the plan itself, our team will ensure a strong throughline between the trends and findings of engagement and the resulting policies by highlighting public input in the strategy chapter. Further, strategies will involve local programs and organizations that may act as partners and include cultural and social considerations specific to the City. This ensures that the planning process is transparent, community-driven, and equitable.

Co-benefits for each strategy will be highlighted, such as improved air quality, enhanced mobility, local economic benefits, and improved quality of life. These identified co-benefits will quickly communicate how strategies respond to a variety of community interests and equity concerns. This will ensure a holistic approach that effectively folds together the issues assessed in Tasks 3 and 4. Adaptation strategies will also be organized to work cohesively with Task 2's climate action strategies to promote effective implementation of crosscutting strategies that achieve multiple project goals.

Draft adaptation strategies will be provided to the City for review alongside the strategy feedback summary. Following review and comments, Dudek will update and incorporate the adaptation strategies into the draft plan.

Role of City Staff

- Review, refine, and approve a list of climate adaptation strategies (Word or Excel format)

Assumptions

- Dudek will respond to one round of consolidated, nonconflicting set of comments on each deliverable.

Deliverables

- Draft climate adaptation strategies and recommendations for updates to City planning documents (Word)
- Strategy feedback summary (Word)

TASK 6

Community Engagement and Stakeholder Involvement

Estimated time frame: Continuous

Our inclusive and equitable engagement strategy combines in-person outreach with supplemental online engagement, and more targeted engagement with appointed officials and key stakeholder groups in the City to ensure meaningful participation from diverse stakeholders. We understand that engagement across City departments, the City Council, the Environmental Commissions, and business and industry leaders in the City is integral to developing a holistic sustainability framework and promoting buy-in. In addition, we believe that engagement with the broader public at key touchpoints during the project can facilitate community empowerment and community ownership of the CAAP.

Task 6.1: Public Participation Plan with Key Stakeholder List

In collaboration with City staff, Dudek will develop a Public Participation Plan that outlines a comprehensive, inclusive, and meaningful strategy for engaging the City's residents and stakeholders in the development of the CAAP. The plan will include engagement goals and objectives, strategies for targeting the City's linguistically diverse residents and stakeholders, format and methods for engaging key stakeholders, an outreach schedule that outlines how community feedback received from each touchpoint will inform the technical work, and a project style guide. The Public Participation Plan is intended to be a living document that will be used as an outreach guide and may be updated periodically during the project.

Task 6.2: Internal Department Coordination Meetings

In partnership with the City, Dudek will develop content for and participate in two meetings with City staff, such as representatives from Public Works, Parks and Recreation, Community Development, and other departments that will be responsible for implementing CAAP actions.

The first meeting will introduce the CAAP, including the purpose, goals, and high-level content, and summarize the findings of the baseline assessment, including the GHG emissions inventory and climate hazards. The presentation and discussion will outline how each City department will contribute to CAAP implementation, include opportunities to provide input on the effectiveness of existing plans and policies, and estimate staff time commitment for the draft CAAP process. The second meeting will provide City staff with an overview of the CAAP's draft structural framework, along with the draft set of measures and actions identified by the Dudek team to reduce GHG emissions and increase resilience for feedback from City staff.

Task 6.3: Community Pop-Ups

Dudek will schedule, plan, and conduct two pop-up events by plugging into existing community events to collect input from the broader community. These pop-ups will "meet the community where they are," leveraging well-attended City events, such as the International Street Fair, Mariachi Festival, or National Night Out. Dudek will work with the City to select events that align with the project timeline and maximize outreach. **Figure 10** shows recent examples of Dudek-hosted community pop-ups. If there is interest from the City, one of the pop-ups could be coordinated with a local community-based organization, such as Strong Towns Artesia, to coincide with a community clean-up event that supports the CAAP's sustainability goals.

The materials for the first pop-up will be focused on introducing the community to the project and gathering feedback on barriers to adopting more sustainable behaviors. The second pop-up, held after the GHG inventory is developed, can share key findings on emission sources and collect feedback from the community. Pop-up materials will be available in English, Spanish, and potentially other languages, such as Tagalog and/or Hindi as identified by the Public Participation Plan and per City direction. Following each pop-up, Dudek will share an event summary with the City.

Task 6.4: Community Surveys

Dudek will conduct two online surveys to gather community input for the development of the CAAP. One survey will be launched alongside the community pop-ups and will broaden the reach of engagement across the City by sharing information about the CAAP and assessing current behaviors and openness to more sustainable practices among residents to reduce GHG emissions. The

community survey will be provided in English and Spanish as well as potentially other languages as directed by City staff and as identified in the Public Participation Plan. To promote equitable access and participation, the survey can also be provided in a paper format to be distributed at City events and facilities to reach those who may have limited access to technology. Survey results will be analyzed and shared with City staff.

Dudek will develop and distribute a second survey specifically for key stakeholders in Artesia, including the business community, key employers, and industries. This survey will be used to understand the current sustainable practices each stakeholder has adopted or implemented to reduce their emissions, and any challenges they face in transitioning to more climate friendly solutions. Dudek will work with City staff on the distribution of the survey. Survey results will be analyzed and shared with City staff. **Figure 11** presents example online community and business surveys.

Task 6.5: Social Media Campaign

We understand the power of adding social media to supplement traditional public outreach strategies and to engage the young generation in the CAAP planning process. Our team is equipped to use social media as a tool to increase the extent of our outreach. Dudek can develop up to three social media posts, aligned with the project branding guidelines, and content for City's existing social media platforms, including Facebook and Instagram. For each in-person outreach event, we will use social media as one of many tools for event marketing and noticing. Outside of outreach events, we can use social media to strategically promote the online survey, advertise for the strategies workshop webinar, and share key facts about the benefits of the CAAP. **Figure 12** presents an example social media post to advertise the community survey.

Task 6.6: StoryMap/Website Content

To help the City effectively communicate climate issues and solutions to the public, we will utilize Esri StoryMaps to create a website that maximizes public engagement through interactive digital media. The StoryMap will seamlessly integrate with existing GIS datasets and present them in a reader-friendly, visual format. The website will feature interactive maps and visuals that display data such as climate hazards, vulnerable City assets, adaptation strategies, emergency response, and GHG inventory sectors. The StoryMap will include text, images, and videos and will be an "always on" public outreach tool for the City. Given the City's existing use of Esri for GIS work, StoryMaps is a logical choice for web development.

We will work closely with City staff in a collaborative effort to establish clear goals and workflows. We will kick off this effort with a virtual meeting with City staff to identify priority content and goals, and Dudek will follow up with an outline of the StoryMap for the City to approve. Through regular meetings, Dudek will continually update the City on our progress to ensure deadlines are met and budgets are maintained.

As an alternative to the proposed StoryMap, if preferred by City staff, we can create customized website content and graphics for the City to integrate into their existing website framework. **Figure 13** presents an example graphic generated by our in-house creative services team to captivate an audience and explain complex topics that can be used on the City's website as well as other marketing materials.

Task 6.7: Strategies Workshop Webinar

Dudek will host one GHG reduction and adaptation strategies and measures webinar during measure development to allow the community to provide feedback on how measures may be implemented in the community and to measure buy-in for GHG reduction strategies that require behavior change. The webinar will serve as a convenient and accessible opportunity for community engagement and will include a presentation by the Dudek team followed by a Q&A session. The webinar will educate the community on the CAAP progress and how they can participate in meeting the City's GHG reduction goals and will encourage greater participation and conversation. While in-person outreach has many benefits, Dudek has had success hosting virtual meetings at this stage of the planning process because the webinar focuses on the

proposed strategies and actions, which is a lot of information to communicate, and because a webinar allows as many community members to attend as possible. Following the webinar, Dudek will share an event summary report with the City.

Task 6.8: Community Engagement Summary

Dudek will prepare a community engagement summary, which will be presented as an Outreach Chapter within the CAAP, as well as a more detailed Outreach Appendix. The summary will document all the outreach and engagement activities conducted throughout the planning process, outlining their objectives and outcomes. It will highlight key takeaways and community priorities, demonstrating how community feedback helped shape the development of the Plan.

Role of City Staff

- City to provide contact information for internal City department staff and coordination with appointed officials
- For pop-ups and events, City staff to support finalizing details of the pop-ups, identify location for event, and review and print materials and collateral for events
- Review of outreach materials

Assumptions

- Per Esri requirements, the City will host the StoryMap within the City's current ArcGIS Online account.
- The City will pay for event fees, if applicable, and/or coordinate with City departments responsible for events.
- Pop-up events will replicate the same activity and materials.
- Dudek will translate select materials into Spanish and up to two (2) additional languages as identified and deemed appropriate by City staff up to budget allocated in Task 6 (approximately $0.20 per English to Spanish word).
- The StoryMap will be developed in English; additional language can be provided under a separate budget.

Deliverables

- Draft and final Public Participation Plan with key stakeholder list (Word)
- Draft and final presentations for internal department coordination meetings, agendas, supportive materials, and summaries (Word and PowerPoint)
- Community pop-up materials (logistics plan, outreach boards, supplemental materials, and event summaries) (various: Word, PowerPoint, PDFs, etc.)
- Draft and final survey questions and surveys, and key takeaways summary (Word and SurveyMonkey)
- Draft and final social media post packages aligned with project branding, graphics, text captions, and posting schedule (jpegs and Word)
- Draft and final workshop materials, including logistics, marketing support, presentation, and event summary (various: Word, PowerPoint, messaging, images, etc.)
- Draft and final StoryMap outline and StoryMap (Word and online)
- Draft and final Community Engagement Summary Report (Word and PDF)

TASK 7

Drafting, Finalization, and Adoption of the CAAP

Estimated time frame: 16 months

We are responsive, agile collaborators who are 100% committed to the success of this effort.

Task 7.1: Administrative and Public Review Drafts

Dudek will initiate plan development by preparing a table of contents for City review, outlining chapters that summarize Tasks 1-6, and appendices with supporting detail. Deliverables will be scheduled to allow review of appendices first (e.g., GHG inventory, vulnerability assessment) before drafting the related CAAP chapters.

To support clear and consistent communication, Dudek will develop a draft layout and style guide for the CAAP, including colors, fonts, and page formats, along with an editorial guide outlining citation standards, acronyms, and a glossary. These tools will ensure consistency throughout plan preparation.

An initial CAAP administrative draft (Admin Draft No. 1) will be submitted in Word for City review, written in accessible, public-friendly language with definitions and background on the plan's purpose and goals. Following feedback, Dudek will revise the draft using tracked changes (Admin Draft No. 2) and hold a working call with staff to address any substantive comments. Dudek will submit the revised Word draft confirming all revisions.

Upon City approval, Dudek will produce a formatted PDF with maps, infographics, callout boxes, photos, and charts to enhance clarity and align with the overall branding. Dudek will finalize the PDF based on City feedback, focused on layout and visuals, as the text will have already been reviewed. The final revised PDF will serve as the public review draft. To ensure accessibility, Dudek will perform ADA processing for the public draft (prior to release) in compliance with state requirements.

A key piece of the draft CAAP is development of a strategic framework that will facilitate implementation and monitoring. A strategic implementation framework will be developed based on Task 2/s and 5 action and adaptation strategy and action development, respectively, and will act as a next steps guide for the City throughout implementation. Dudek will work with the City to identify key characterizations and helpful information, which will include the following:

- Short-, medium-, and long-term action steps
- Identification of departments responsible for implementing the action
- Indicators for success (tracking metrics and performance criteria for quantified actions, as applicable)
- Appropriate methods to assess progress
- Funding and financing opportunities

Additional details may include action type (e.g., ordinance, program, study), enforcement approach (requirement or incentive), and potential partnerships. The full implementation roadmap will be included as an appendix, with a summary in the main plan.

Task 7.2: Final Plan and City Council Adoption

Dudek will prepare the final CAAP in consideration of public comments. We will review the key themes and specific comments identified by City staff and revise the document in response to meaningful, technically accurate input. Following the review, Dudek will update the public draft to produce the clean final CAAP (no tracked changes). The final CAAP will be accompanied by a concise summary of key changes, including the location of the change, a brief description, and the rationale behind it. The City will maintain a copy of the Word document with tracked changes for internal reference. Dudek will provide the revised final CAAP for one round of City review and incorporate feedback as needed before preparing the final CAAP for City Council adoption.

Dudek will perform ADA processing on the final CAAP (at or post-adoption) as well. To support the public hearing process, Dudek will develop presentation materials summarizing the CAAP's analysis, findings, and key strategies. Our team will attend and present at two hearings: one with the Public Safety Commission and one with the City Council.

Role of City Staff

- Collect and review public comments
- Lead the Commission and Council presentations

Assumptions

- An industry standard level of revision between the draft and final CAAP is limited to corrections that ensure technical accuracy or areas where the public needs clarification.
- The budget for revisions between draft and final CAAP development was developed by drawing from our experience with cities of similar size and scale.
- The City will prepare all required California Environmental Quality Act (CEQA) documentation.
- One Dudek team member will attend the Public Safety Commission Hearing and City Council Hearing in person.
- Translation of the entire PDF plan is not requested; however, Dudek can translate the plan for an additional fee.

- Dudek will respond to one round of consolidated, non-conflicting comments (i.e., one file with all comments combined) on the first draft CAAP PDF.

Deliverables

- Draft CAAP (including ADA-accessible electronic version) (PDF)
- Implementation and Monitoring framework (i.e., summary of implementation and next steps) (Word)
- Presentation and presentation materials for commission and council (PowerPoint)
- Draft agenda reports for commission and council (Word)
- Final/Adopted CAAP (including ADA-accessible electronic version) (PDF)

Quality Control

QA/QC is an essential component of Dudek's process to create high-quality work products.

Dudek has developed and adopted a formal QA/QC program that is tailored to each project's needs. The Dudek publications team will work closely with Jennifer to apply the highest standards of quality to all deliverables. With experience preparing thousands of environmental documents, plans, and technical reports, our editorial and publications staff specialize in complete document solutions, helping you manage complex technical publications under tight deadlines. Our QA/QC program saves time and produces clear, objective, and accurate documents.

As part of our QA/QC process, prior to initiating preparation of any CAAP deliverable, Dudek will coordinate with the City to define the purpose and objective, level of detail, and format. We will establish how the approach methodologies, assessment outcome, and documentation will be used, including identifying the intended audience (e.g., internal City staff review or community-facing materials). We will also collaborate on graphics and presentation of materials and identify any associated accessibility or translation needs. For a typical work product, we will implement the following process:

- **Style Guide Development.** Our dedicated publications team will establish a project-specific style guide that incorporates the City's preferences and best practices with regard to naming, style, and format. Our style guides incorporate the City's branding including colors and fonts to develop a CAAP-specific guide to ensure uniformity in messaging the CAAP to the community. The style guide also tests and ensures that the styling is ADA compliant. Our technical editors and formatting staff will use the style guide to maintain consistency and reduce the time spent on grammatical or other routine comments during City review. A style guide facilitates a smoother end process when plan adoption or substantive changes are a higher priority.
- **Technical Review.** Dudek will assign an internal reviewer for all written work products. This step in the review process focuses on the legal adequacy, technical accuracy, and readability of all deliverables.
- **Editorial and Formatting Review.** Once the technical review is complete, Dudek editors will conduct an editorial review of deliverables following the agreed-upon style guide. Before submittal to the City, the Dudek publications staff will format each document to ensure a clean, visually consistent work product.
- **Document Production.** The Dudek publications production team verifies the quality of each physical deliverable before publication and can produce and publish web versions of project deliverables as required.

Ultimately, our QA/QC process enables us to create high-quality, visually rich, and technically sound planning documents through thoughtfully distilling technical data into easy-to-use documents with clear objectives and evidence-based conclusions.

Sample Reports

Buena Park CAAP

Client: City of Buena Park

Description:

- Developed the City's first CAAP (adopted September 2025), including preparation of a GHG emissions inventory and vulnerability assessment, and identified actions to reduce emissions and increase resilience across eight opportunity areas
- Conducted extensive outreach to educate the community, including pop-up events, community and business surveys, and a strategy workshop
- Provided a CEQA-qualified plan with detailed implementation strategy and tracking mechanisms for existing and new development



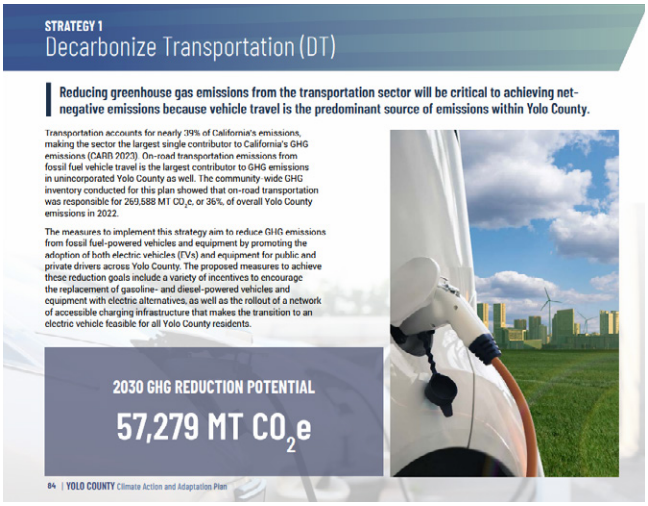
CLICK TO VIEW SAMPLE REPORT

Yolo County CAAP

Client: County of Yolo

Description:

- Provided extensive multilingual engagement and outreach in all communities throughout the County, including 80 engagement events, and input from over 1,100 community members
- Identified strategies, measures, and actions to achieve net-negative emissions by 2030 (15 years ahead of statewide goals) and increase resilience to climate-related hazards
- Developed a comprehensive carbon sequestration analysis and strategy to achieve emissions reductions and support the long-term sustainability of the County's natural and working lands



CLICK TO VIEW SAMPLE REPORT

Meeting Rates and Expenses

Hourly rates for additional meetings, if determined to be applicable, would depend on the content and format of the meeting and the relevant staff participating. Potential materials for the meeting such as agendas and meeting summaries, PowerPoint presentations, etc., would be billed separately and would similarly depend on the purpose and objectives of the meeting.

A virtual meeting for one Dudek team member would be billed consistent with our standard schedule of charges, which for this project's staff would range from $135/hour to $350/hour. No travel expenses are necessary for virtual meetings.

An in-person meeting for one Dudek team member would also be billed consistent with our standard schedule of charges, which for this project's staff would range from $135/hour to $350/hour. Additional travel expenses may be necessary and would be billed consistent with standard mileage cost (i.e., $0.700/mile).

Prior to initiating out-of-scope effort, Dudek will provide an estimated cost of labor and materials to City staff for discussion and agreement. Only labor and travel expenses are anticipated with additional meetings; no administrative or other related expenses are anticipated.

Example Graphics

Figure 1 (Task 1.3). Example pie chart of emissions using in-house spreadsheets

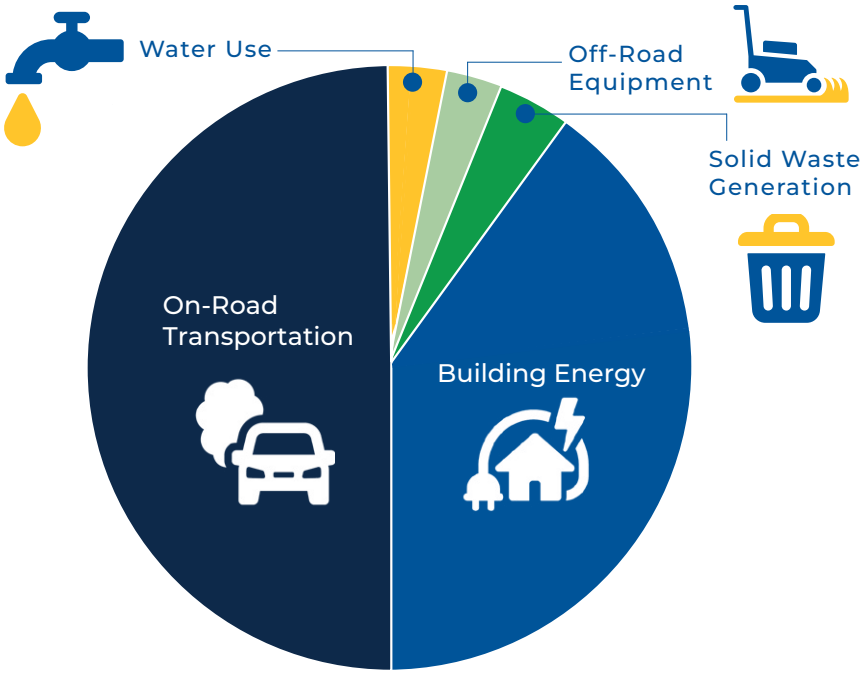


Figure 2 (Task 2.1). Example ClearPath emissions forecast and target-setting screen

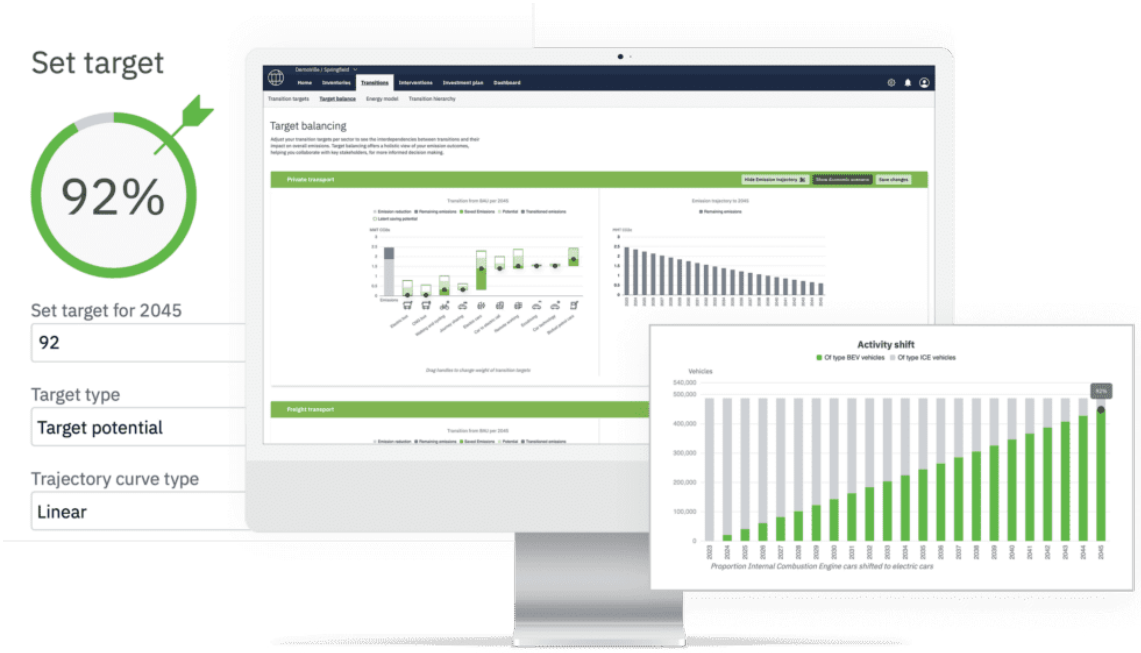


Figure 3 (Task 2.1). Example target setting and local gap graph

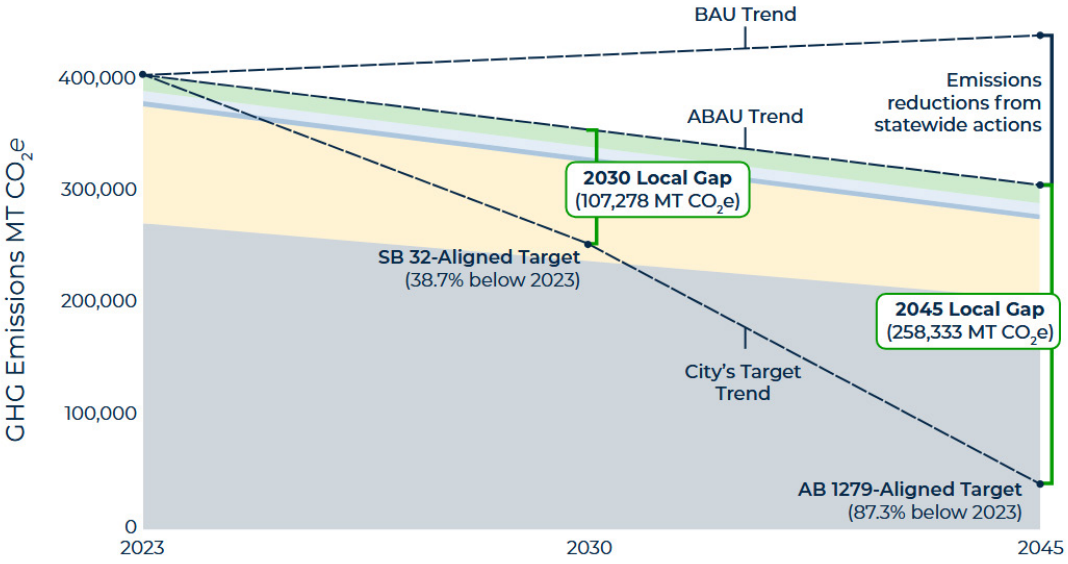


Figure 4 (Task 2.2). Example approach of identifying both emissions reduction and carbon sequestration strategies to meet targets

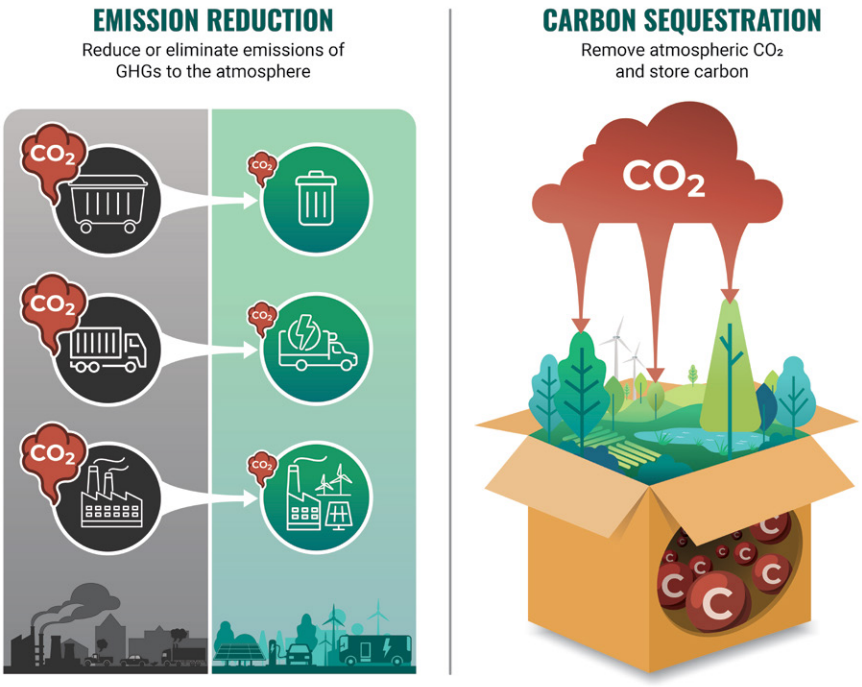


Figure 5 (Task 3.1). Example climate indicators developed for the Caltrans Statewide Climate Vulnerability and Risk Assessment (near completion)

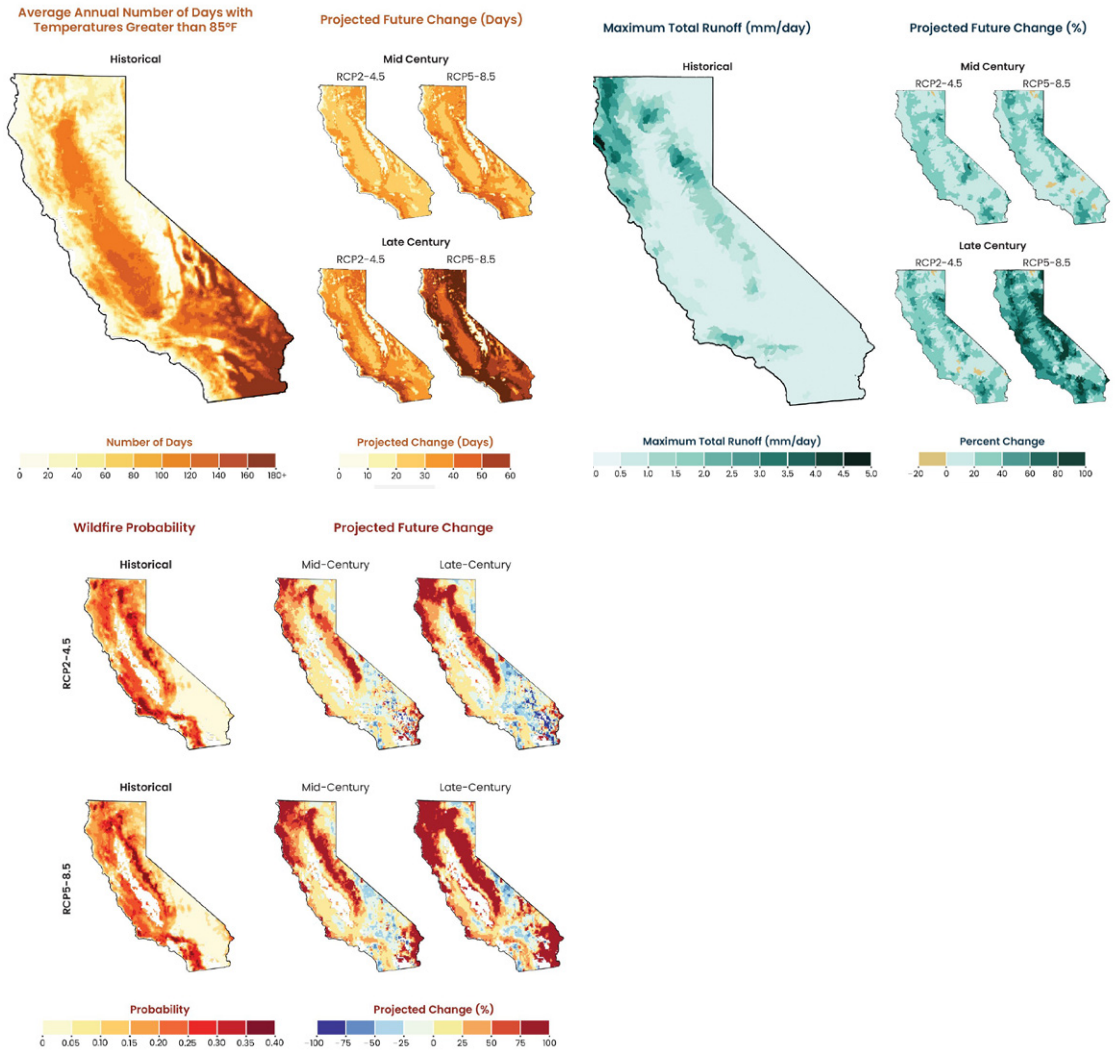


Figure 6 (Task 3.3). Example asset exposure:wildfire threat (left) mapped to Caltrans State Highway Assets (right)

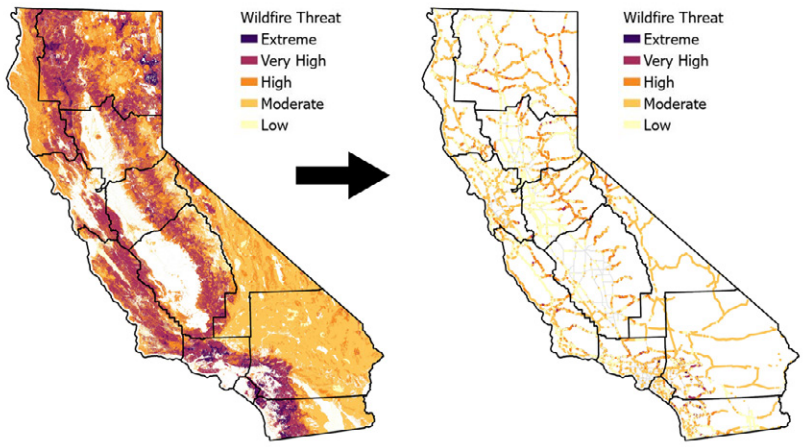


Figure 7 (Task 4.1). Example of potential road-widening strategies that would support multimodal use, while not inducing additional vehicle demand during day-to-day operations



Figure 8 (Task 4.2). Illustrates 3D vehicle flow in a Vissim simulation from a regional network and individual intersection perspective

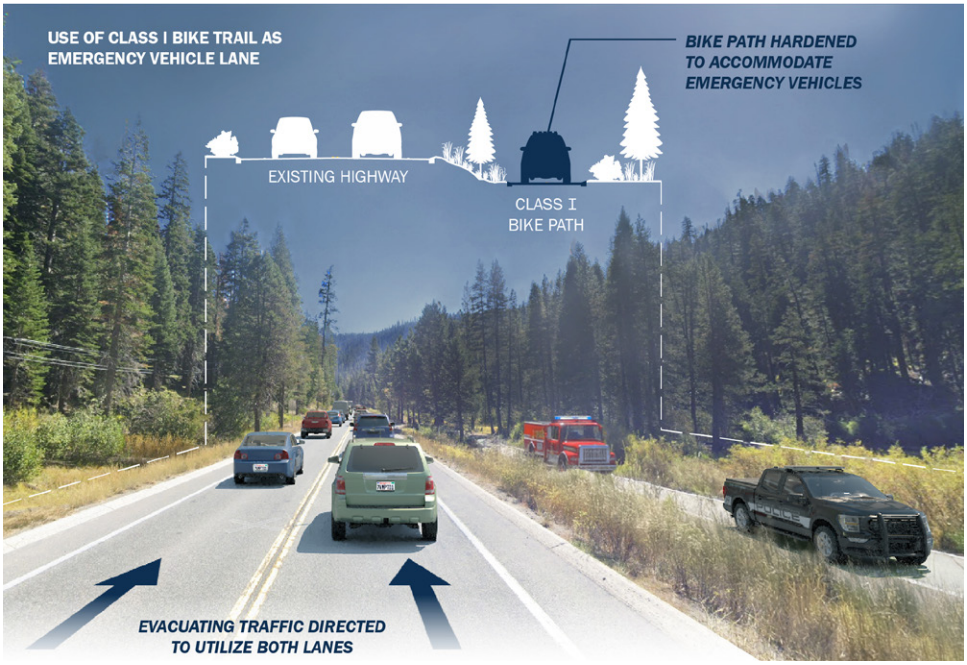


Figure 9 (Task 5). A set of strategies that can address the urban heat island effect on a single city block



Figure 10 (Task 6.3). Example pop-up events



Figure 11 (Task 6.4). Example online community and business surveys

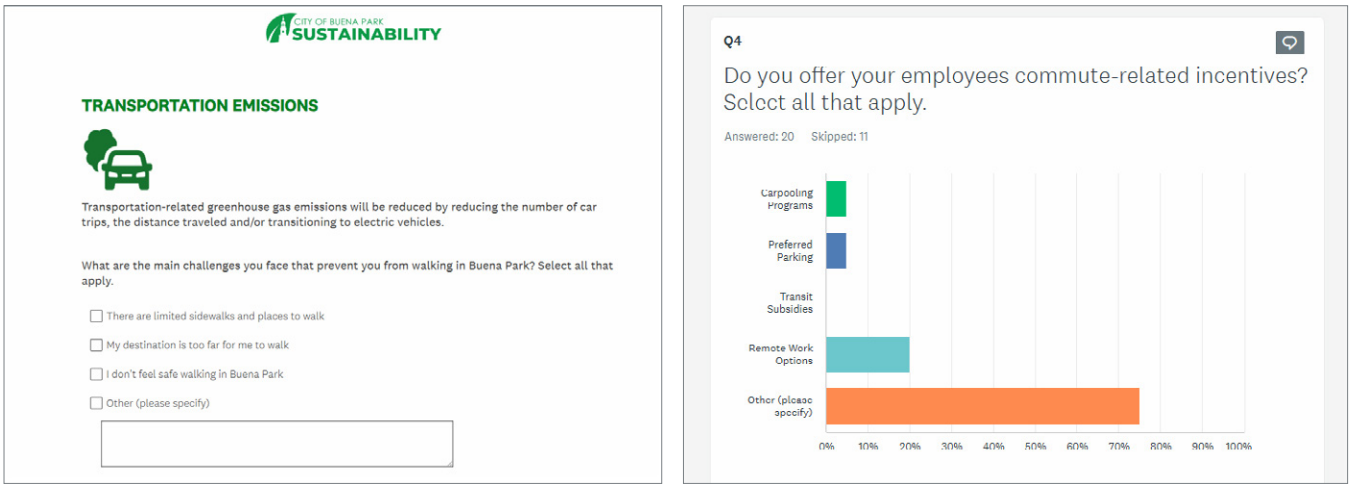
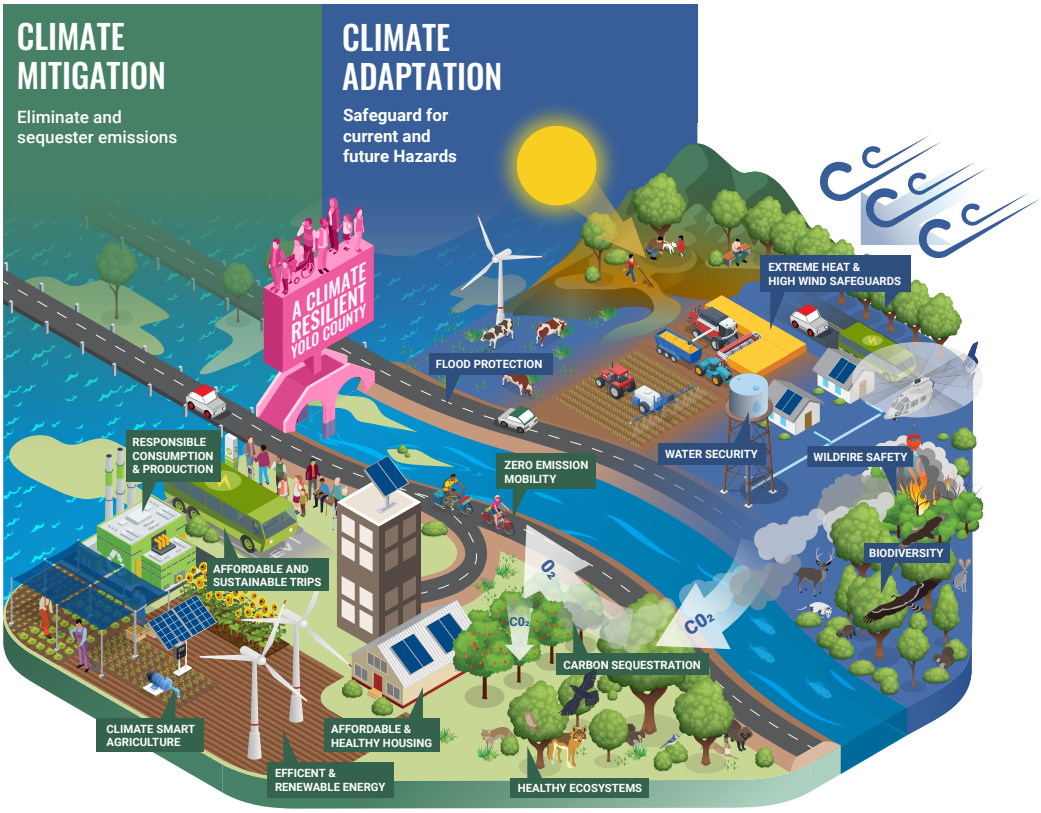


Figure 12 (Task 6.5). Example social media post to gain attention of the community and advertise the community survey



Figure 13 (Task 6.6). Example graphic generated by our in-house creative services team that can be used for website, marketing materials, or CAAP development



4 REFERENCES

The following references from California agencies of similar size and scope can attest to the Dudek team's work on projects of similar size and scope.

Buena Park CAAP (Dudek)

Client: City of Buena Park

Description: Developed the City's first CAAP (adopted September 2025), including preparation of a GHG emissions inventory and vulnerability assessment, and identified actions to reduce emissions and increase resilience across eight opportunity areas

▶ Click here for full project description

Dates: 2024-2025

Contact: Lotus Thai, Sustainability Manager; 714.562.3592; lthai@buenapark.com

Yolo County CAAP (Dudek)

Client: County of Yolo

Description: Developed a CAAP for Yolo County that is a comprehensive road map to achieve GHG emission reductions and increase resilience

▶ Click here for full project description

Dates: 2024-2025

Contact: Kristen Wraithwall, Sustainability Manager; 530.666.8047; kristen.wraithwall@yolocounty.org

Fresno CAP and Environmental Justice Element (Dudek)

Client: City of Fresno

Description: Developed the City's Climate Adaptation Plan and Environmental Justice Element, which are foundational to integrate climate justice and public health into the Fresno General Plan.

▶ Click here for full project description

Dates: 2023-2025

Contact: Casey Lauderdale, Long-Range Planner; 559.621.8515; casey.lauderdale@fresno.gov

Los Angeles County and Orange County Cities CAP (Fehr & Peers)

Client: County of Los Angeles and County of Orange

Description: Supported transportation for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area CAP.

▶ Click here for full project description

Dates: 2023-2025

Contact: Thuy Hua, AICP, Environmental Planning Section Head; 213.974.6461; thua@planning.lacounty.gov

Caltrans Statewide Climate Vulnerability and Risk Assessment (Pathways)

Client: Caltrans

Description: Leading the multi-hazard climate exposure and vulnerability assessment for Caltrans Statewide Climate Risk and Vulnerability Assessment

▶ Click here for full project description

Dates: 2023-Ongoing

Contact: Julia Biggar, Caltrans Climate Change Branch Chief; 916.639.6375, Julia.biggar@dot.ca.gov

5 COST AND COMPLIANCE STATEMENTS

Dudek confirms that all charges will be based on a not-to-exceed fee included in the final agreement. **Table 1** details our not-to-exceed fee.

Table 1. Fee Proposal

		Dudek Labor Hours and Rates																				Subconsultant Fees				
Project Team Role:		Senior Specialist V	Senior Specialist III	Specialist IV	Specialist II	Analyst III	Senior Specialist II	Analyst IV	Creative Services II	Specialist IV	Senior Project Director Environmental	Specialist II	Senior Specialist I	Analyst III	Creative Services IV	Creative Services IV	Senior Specialist III	GIS Analyst II	Technical Editor III			General Services	General Services	General Services		
Team Member:		Jennifer Reed	Kelly Bray	Sarah Halterman	Henry Eckold	Ames Noll	Shannon Heffernan	Joshua Baehr	Creative Services II	Lisa Maier	Michael Huff	Amanda Meroux	Arthur Chen	Tyler Mathews	Raoul Ranoa	Melanie Betlach	Mark McGinnis	Stephanie Hanson-McKenzie	Technical Editor III	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Excel Interpreting	Fehr & Peers	Pathways	OTHER DIRECT COSTS	TOTAL FEE
Billable Rate:		$275	$250	$195	$175	$135	$235	$145	$145	$195	$350	$185	$220	$135	$185	$185	$250	$145	$160			Fee	Fee	Fee		
Task 0	**Project Management and Meetings**	**32**	**32**	**10**	**8**		**9**													**91**	**$22,265**		**$500**	**$3,990**		**$26,755**
Task 1	**Baseline Assessment**																									
1.1	CAAP Work Plan and Kickoff	4	2	1	1	1	1	1		1		1								13	$2,865		$500	$1,050		$4,415
1.2	Existing Plan and Policy Review	1	1	4		24		20												50	$7,445					$7,445
1.3	Baseline GHG Emissions Inventory	2		16		60													2	80	$12,090		$8,930			$21,020
1.4	Environmental Conditions and Climate Risk		2		2														2	6	$1,170			$4,340		$5,510
	Subtotal Task 1	**7**	**5**	**21**	**3**	**85**	**1**	**21**		**1**		**1**							**4**	**149**	**$23,570**					**$38,390**
Task 2	**GHG Emission Forecasting, Target Setting, and Action Strategy Development**																									
2.1	GHG Emission Forecasting and Target Settin	2		6		10									6				2	26	$4,500		$6,000			$10,500
2.2	Action Strategy Development	8	4	20		80													6	118	$18,860		$23,350			$42,210
	Subtotal Task 2	**10**	**4**	**26**		**90**									**6**				**8**	**144**	**$23,360**					**$52,710**
Task 3	**Comprehensive Climate Vulnerability Assessment**																									
3.1	Climate Hazards and Indicators		2		2															4	$850			$6,860		$7,710
3.2	GIS Asset Inventory		1		2												2	12		17	$2,840			$970		$3,810
3.3	Asset Exposure and Mapping		1		2													4		7	$1,180			$23,560		$24,740
	Subtotal Task 3		**4**		**6**												**2**	**16**		**28**	**$4,870**					**$36,260**
Task 4	**Evacuation Assessment and Strategy Development**																									
4.1	Evacuation Assessment and Strategy Plan		1							20	6	16	4				1		4	52	$10,980					$10,980
4.2	Vulnerable Area and Evacuation Time Analysis		1							20	4	60	40	100			1	16	4	246	$42,160					$42,160
4.3	Transportation Access Analysis for At-Risk Populations		1							10	4	20	20	20				8	4	87	$16,200					$16,200
4.4	Evacuation Communication Strategy		2							10	6	4							4	26	$5,930					$5,930
	Subtotal Task 4		**5**							**60**	**20**	**100**	**64**	**120**			**2**	**24**	**16**	**411**	**$75,270**					**$75,270**
Task 5	**Climate Adaptation Strategy Development**	**2**	**4**		**20**			**20**		**20**									**8**	**74**	**$13,130**			**$10,680**		**$23,810**
Task 6	**Community Engagement and Stakeholder Involvement**																									
6.1	Public Participation Plan with Key Stakeholde	2	1				6	8											2	19	$3,690					$3,690
6.2	Internal Department Coordination Meetings	4	4	8	8		4	4	10											42	$8,030					$8,030
6.3	Community Pop-Ups	2	2	4	4		16	20	16											64	$11,510	$1,000			$768	$13,278
6.4	Community Surveys	2	2	4	4		4	6	8										1	31	$5,660	$1,000			$200	$6,860
6.5	Social Media Campaign	2	2	2	2		3	8	6										1	26	$4,685	$500				$5,185
6.6	StoryMap/Website Content	2	2	2	2		8	8	8						26				1	59	$10,960	$500				$11,460
6.7	Strategies Workshop Webinar	4	4	8	8		8	4	8											44	$8,680	$2,000				$10,680
6.8	Community Engagement Summary	1	1				4	8	8										4	26	$4,425					$4,425
	Subtotal Task 6	**19**	**18**	**28**	**28**		**53**	**66**	**64**						**26**				**9**	**311**	**$57,640**				**$968**	**$63,608**
Task 7	**Drafting, Finalization, and Adoption of CAAP**																									
7.1	Administrative and Public Review Drafts	18	20	38	36	30		20							30	42			70	304	$55,130					$55,130
7.2	Final Plan and City Council Adoption	12	8	12	4	4		2							2	10			18	72	$14,270				$95	$14,365
	Subtotal Task 7	**30**	**28**	**50**	**40**	**34**		**22**							**32**	**52**			**88**	**376**	**$69,400**				**$95**	**$69,495**
	Total Hours	**100**	**100**	**135**	**105**	**209**	**63**	**129**	**64**	**81**	**20**	**101**	**64**	**120**	**64**	**52**	**4**	**40**	**133**	**1584**						
	Total	**$27,500**	**$25,000**	**$26,325**	**$18,375**	**$28,215**	**$14,805**	**$18,705**	**$9,280**	**$15,795**	**$7,000**	**$18,685**	**$14,080**	**$16,200**	**$11,840**	**$9,620**	**$1,000**	**$5,800**	**$21,280**		**$289,505**	**$5,000**	**$39,280**	**$51,450**	**$1,063**	**$386,298**
	Percent of Hours (Base)	*6%*	*6%*	*9%*	*7%*	*13%*	*4%*	*8%*	*4%*	*5%*	*1%*	*6%*	*4%*	*8%*	*4%*	*3%*	*0%*	*3%*	*8%*							

Hourly Rate Schedules

Charts 2-5 detail the Dudek team's hourly rates for this project.

Chart 2. Dudek Rate Sheet

DUDEK 2025 Standard Schedule of Charges

Engineering Services

Project Director	$345.00/hr
Principal Engineer III	$320.00/hr
Principal Engineer II	$300.00/hr
Principal Engineer I	$290.00/hr
Program Manager	$275.00/hr
Senior Project Manager	$275.00/hr
Project Manager	$265.00/hr
Senior Engineer III	$260.00/hr
Senior Engineer II	$250.00/hr
Senior Engineer I	$240.00/hr
Project Engineer IV/Technician IV	$230.00/hr
Project Engineer III/Technician III	$220.00/hr
Project Engineer II/Technician II	$210.00/hr
Project Engineer I/Technician I	$190.00/hr
3D Production Manager	$220.00/hr
Senior Designer II	$210.00/hr
Senior Designer I	$200.00/hr
Designer	$190.00/hr
Assistant Designer	$185.00/hr
CADD Operator III	$180.00/hr
CADD Operator II	$195.00/hr
CADD Operator I	$155.00/hr
CADD Drafter	$175.00/hr
CADD Technician	$125.00/hr
Project Coordinator	$160.00/hr
Engineering Assistant	$125.00/hr

Environmental Services

Senior Project Director	$350.00/hr
Project Director	$300.00/hr
Senior Specialist V	$275.00/hr
Senior Specialist IV	$265.00/hr
Senior Specialist III	$250.00/hr
Senior Specialist II	$235.00/hr
Senior Specialist I	$220.00/hr
Specialist V	$210.00/hr
Specialist IV	$195.00/hr
Specialist III	$185.00/hr
Specialist II	$175.00/hr
Specialist I	$165.00/hr
Analyst V	$155.00/hr
Analyst IV	$145.00/hr
Analyst III	$135.00/hr
Analyst II	$125.00/hr
Analyst I	$105.00/hr
Technician IV	$100.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr
Project Coordinator II	$170.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$165.00/hr
Survey Lead	$300.00/hr
Survey Manager	$260.00/hr
Survey Crew Chief	$195.00/hr
Survey Rod Person	$145.00/hr
Survey Mapping Technician	$135.00/hr

Construction Management Services

Principal Manager	$215.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$185.00/hr
Project Manager/Construction Management	$175.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$175.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$160.00/hr
Construction Inspector	$150.00/hr
Administrator/Labor Compliance	$125.00/hr

Hydrogeology/HazWaste Services

Project Director	$345.00/hr
Principal Hydrogeologist/Engineer III	$320.00/hr
Principal Hydrogeologist/Engineer II	$310.00/hr
Principal Hydrogeologist/Engineer I	$300.00/hr
Senior Hydrogeologist V/Engineer V	$275.00/hr
Senior Hydrogeologist IV/Engineer IV	$265.00/hr
Senior Hydrogeologist III/Engineer III	$255.00/hr
Senior Hydrogeologist II/Engineer II	$245.00/hr
Senior Hydrogeologist I/Engineer I	$235.00/hr
Project Hydrogeologist V/Engineer V	$225.00/hr
Project Hydrogeologist IV/Engineer IV	$215.00/hr
Project Hydrogeologist III/Engineer III	$205.00/hr
Project Hydrogeologist II/Engineer II	$195.00/hr
Project Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$135.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$150.00/hr
Collections System Manager	$150.00/hr
Grade V Operator	$140.00/hr
Grade IV Operator	$125.00/hr
Grade III Operator	$115.00/hr
Grade II Operator	$95.00/hr
Grade I Operator	$90.00/hr
Operator in Training	$80.00/hr
Collection Maintenance Worker	$85.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$185.00/hr
Creative Services III	$160.00/hr
Creative Services II	$145.00/hr
Creative Services I	$130.00/hr
Technical Editor IV	$185.00/hr
Technical Editor III	$160.00/hr
Technical Editor II	$145.00/hr
Technical Editor I	$130.00/hr
Publications Specialist IV	$135.00/hr
Publications Specialist III	$125.00/hr
Publications Specialist II	$115.00/hr
Publications Specialist I	$105.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost
Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.
Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.
Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

DUDEK

EFFECTIVE JANUARY 1, 2025
Updated March 6, 2025

Chart 3. Fehr & Peers Rate Sheet

Fehr & Peers

2025–2026
(July 2025 through June 2026)
Hourly Billing Rates

Classification	**Hourly Rate**
Principal	$280.00 – $460.00
Senior Associate	$240.00 – $335.00
Associate	$215.00 – $290.00
Senior Engineer/Planner	$165.00 – $240.00
Engineer/Planner	$140.00 – $200.00
Senior Engineering Technician	$160.00 – $255.00
Senior Project Accountant	$125.00 – $190.00
Senior Project Coordinator	$135.00 – $225.00
Project Coordinator	$120.00 – $190.00
Technician	$155.00 – $195.00
Intern	$100.00 – $160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

Chart 4. Pathways Climate Institute Rate Sheet

pathways
CLIMATE INSTITUTE

2025 Rates

Principal	$330
Director	$220
Senior Planner	$195
Senior Analyst	$165
Senior Technician	$145
Technician	$125
Intern	$80

Chart 5. Excel Interpreting and Translating Rate Sheet

Excel Interpreting & Translating
2081 Arena Blvd. Suite 260
Sacramento, California 95834

Phone 1 (800) 915-0638
Fax 1 (800) 930-2393
www.excelinterpreting.com

Fee Structure – Dudek Engineering & Environmental 2024-2026

I. Interpretation

(In-person/On-site and Video Remote Interpreting (VRI)-Zoom/Google Meet)

Description	In-person/On-site	VRI
Hmong, Chinese, Vietnamese, Korean	$180.00/hour	$175.00/hour
All other languages	$190.00/hour	$185.00/hour
American Sign Language	$190.00/hour	$185.00/hour

- Short Notice Charge – additional $20.00 per hour - requests made fewer than 24 business hours.
- After hour charge – additional $20.00 per hour – appointments that are between 7:00 PM to 7:00 AM
- 2 hours minimum for regular and VRI - all requests that are more than 2 hours will be billed according to hours requested and reserved (as opposed to actual hours worked); Time extending beyond the hours requested will be billed in 15-minutes increments.
- *Consecutive – one on one meetings
- **Simultaneous – e.g. conference, group, town hall meetings
- When the meeting exceeds two hours, team interpreting is required
- For In-person/On-site Interpretation: Mileage – IRS Standard mileage rate – 40+ miles roundtrip travel; Travel Time - $49.00 per hour – 60+ miles travel

II. Equipment

Description	Per Day Rate
Receiver	$15.00 per piece
Transmitter	$100.00 per piece
Shipping and Handling	$200.00 flat fee

Chart 5. Excel Interpreting and Translating Rate Sheet

Excel Interpreting & Translating
2081 Arena Blvd. Suite 260
Sacramento, California 95834

Phone 1 (800) 915-0638
Fax 1 (800) 930-2393
www.excelinterpreting.com

III. Document Translation

Description	Regular	Rush
Spanish	$0.22 per word	$0.24 per word
All Other Languages	$0.25 per word	$0.27 per word
Project Minimum	$120.00 per language	

- Full fee applies when email confirmation has been made
- Rush fee: requests received fewer than 24 business hours
- Formatting fees may apply for other file formats, a separate quote will be prepared for each request for approval.

Late Cancellation Policy

Cancellations made with fewer than 48 business hours will be invoiced for the full amount of the scheduled appointment (2-hours/3-hours minimum or hours reserved). Please send a cancellation email and a call (for last minute cancellations). If you utilize our client portal login, that will suffice. You cancel through the portal and no calls or emails will be necessary.

Compliance with Laws

Dudek affirms compliance with all applicable federal, state, and local laws, with the most stringent requirements applying in case of conflict.

Authorization for Project Records

Dudek authorizes the City access to all project records, which will be retained for at least three years after completion.

Non-Discrimination Statement

Dudek's policy prohibits discrimination against employees and applicants for employment based on race (including traits historically associated with race such as hair texture and protective hairstyles), religion, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, reproductive health decision-making, gender, gender identity, gender expression, age, military status, veteran status, uniformed service member status, sexual orientation, transgender identity, citizenship status, pregnancy, or any other consideration prohibited by applicable federal, state, or local laws. Dudek's policy also prohibits discrimination based on the perception of anyone having any of those characteristics or being associated with a person having or perceived as having any of those characteristics.

Certification of Compliance with the California Labor Code and Applicable Prevailing Wage Laws, including Federal Labor Standards

Dudek certifies compliance with the California Labor Code and Applicable Prevailing Wage Laws, including Federal Labor Standards.



6 TEAM QUALIFICATIONS

Key Staff

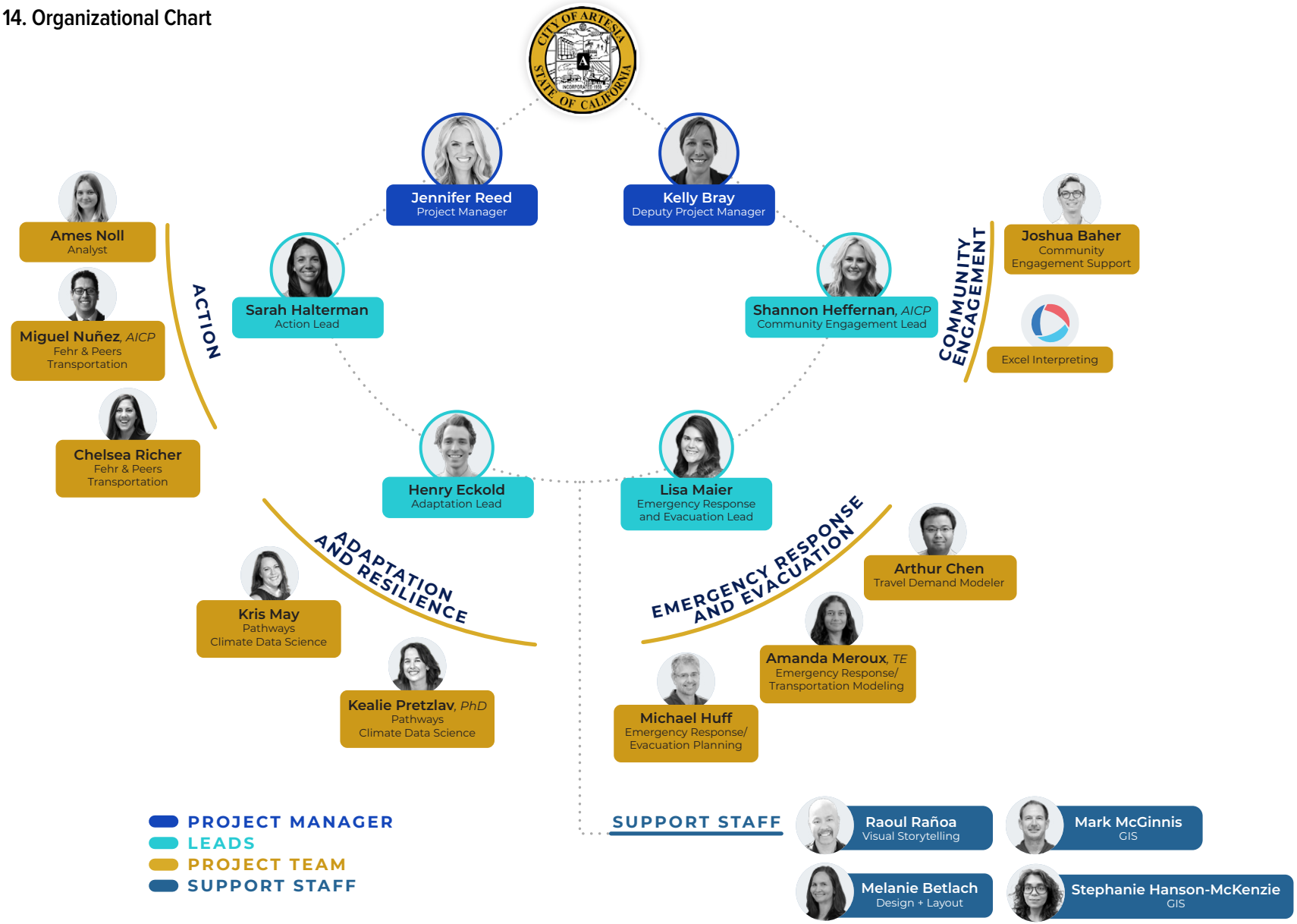
Figure 14 outlines our team and lines of communication. **Table 2** details the Dudek team's qualifications, estimated number of hours dedicated to the project, years' experience, and relevant project work. Please see **Appendix A** for key personnel resumes.

Table 2. Personnel Qualifications

Name and Role	Years' Experience	Relevant Project Work
Jennifer Reed Project Manager	19 years' experience	• City of Buena Park CAAP • City of Costa Mesa CAAP • Yolo County CAAP
Kelly Bray Deputy Project Manager	16 years' experience	• City of Escondido Extreme Heat Resilience Plan • City of Escondido Urban Forest Management Plan • California High-Speed Rail Risk and Resilience Report
Sarah Halterman Action Lead	10 years' experience	• City of Buena Park CAAP • City of Costa Mesa CAAP • Yolo County CAAP
Ames Noll Action Analyst	2 years' experience	• City of Buena Park CAAP • City of Costa Mesa CAAP • San Diego County Water Authority CAP update
Henry Eckold Adaptation/Resilience Lead	6 years' experience	• City of Buena Park CAAP • Yolo County CAAP • City of Rialto CAP
Shannon Heffernan, AICP Community Engagement Lead	17 years' experience	• County of Los Angeles South Bay Area Plan • County of Los Angeles Metro Area Plan
Joshua Baehr Community Engagement Support	7 years' experience	• City of Buena Park CAAP • County of San Luis Obispo Climate Resilience Report • City of Newport Beach General Plan Update
Lisa Maier Emergency Response/ Evacuation Planning	9 years' experience	• Point Molate Wildfire Emergency Response Plan • Santa Barbara Fire Department Draft Community Wildfire Protection Plan • Berggruen Institute Emergency Wildfire Evacuation Plan

Name and Role	Years' Experience	Relevant Project Work
Michael Huff Emergency Response/ Evacuation Planning	33 years' experience	• The Ranch at Laguna Beach Fire and Evacuation Planning • Fanita Ranch Master Planned Community Project Fire Protection Plan and Evacuation Plan • Laguna Beach Fire Department On-Call Fire Consulting
Amanda Meroux Emergency Response/ Transportation Modeling	7 years' experience	• Mesa Verde Specific Plan • DLR Group San Pedro Marketplace Project • City of Arcadia Huntington Village Project
Arthur Chen Travel Demand Modeling	13 years' experience	• City of Fresno Southeast Specific Plan/South Central Specific Plan Transportation Impact Analysis • Stanislaus Council of Governments South County Corridor Study • Sonoma County Travel Demand Model Update
Raoul Rañoa Visual Storytelling	30 years' experience	• City of Buena Park CAAP • Yolo County CAAP • City of Rialto Climate Adaptation Plan
Melanie Betlach Design and Layout	24 years' experience	• City of Buena Park CAAP • Yolo County CAAP • Lincoln City CAP
Mark McGinnis GIS	25 years' experience	• SANDAG Mid-Coast Corridor Project • MRCA Malibu Parks Public Access Enhancement Project • MRCA Ramirez Canyon Park Recreational Improvements
Stephanie Hanson-McKenzie GIS	5 years' experience	• City of Newport Beach General Plan Update • City of Oxnard Local Coastal Plan Amendment
Kris May (Pathways) Climate Data Science	28 years' experience	• Caltrans Statewide Climate Vulnerability and Risk Assessment • San Francisco Public Utilities Commission Extreme Precipitation Study
Kealie Pretzlav, PhD (Pathways) Climate Data Science	10 years' experience	• Caltrans Statewide Climate Vulnerability and Risk Assessment • Transportation Agency for Monterey County North Monterey County Regional Transportation Vulnerability Assessment
Miguel Núñez, AICP (Fehr & Peers) Transportation	18 years' experience	• Gateway Cities Council of Governments CAP • Los Angeles County 2045 CAP Update EIR
Chelsea Richer (Fehr & Peers) Transportation	15 years' experience	• LA Metro CAAP Update • LA Metro VMT Target Setting

Figure 14. Organizational Chart



Dudek Team Expertise

Dudek

Climate Action Planning and Resilience

Dudek is a team of seasoned experts in GHG emissions, climate planning, adaptation, resilience, land use, and policy. We have successfully developed climate plans for California cities using Caltrans planning grants, aligning with regional frameworks like SCAG's Regional Climate Adaptation Framework and integrating with local efforts such as LHMPs and Safety Elements. Our approach emphasizes understanding each city's unique context and building on existing efforts to create practical, outcome-driven, and implementable strategies. We have prepared numerous CAPs and CAAPs across diverse settings, tailoring solutions to community priorities while maximizing co-benefits like economic development and equity. Our innovative methods include using advanced technology to quantify carbon sequestration and designing GHG inventories that inform future reduction measures.

Dudek's planners have authored award-winning adaptation plans and secured millions in grant funding for shovel-ready projects in cities like Bakersfield and Pomona. Our plans are user-friendly for city staff and accessible to the public, incorporating vulnerability assessments and addressing disproportionate hazard impacts. Collaboration across disciplines ensures comprehensive solutions, and our work has earned recognition from state agencies and multiple APA awards for innovation, effectiveness, and commitment to long-term sustainability.

Our planners are active in leading climate organizations, including the Association of Environmental Professionals Climate Change Committee and the American Planning Association, staying at the forefront of climate legislation and planning.

Climate-Related Emergencies and Evacuation

Dudek emergency planners and registered professional foresters are recognized across California for their expertise in wildfire protection planning, forest resource management, and evacuation planning for climate-related risks, including wildfire, extreme heat, flooding, and drought. We have developed numerous wildfire protection and land management plans that assess local risks and prescribe short-, medium-, and long-term hazardous fuels reduction strategies. Our team balances ecological and aesthetic forest values with fire hazard mitigation, using site assessments, hazard modeling, and resource mapping to identify and prioritize fuel management areas. We have developed evacuation plans that assess roadway networks under a variety of emergency scenarios to identify constrained roadways and parcels, choke points, and at-risk populations. We navigate California's regulatory landscape, drafting and processing plans and permits through lead agencies with precision and care.

Our team of emergency planners, foresters, and fire protection planners works closely with public agencies to strengthen emergency preparedness and communication strategies for residents and visitors of the City.

Urban Forestry

The Dudek urban forestry team integrates climate resilience into tree canopy planning, emphasizing cooling benefits, air quality improvements, and stormwater management, for a holistic, efficient approach. Our urban forestry team has completed urban greening and shade plans for over 30 jurisdictions.

Community Engagement



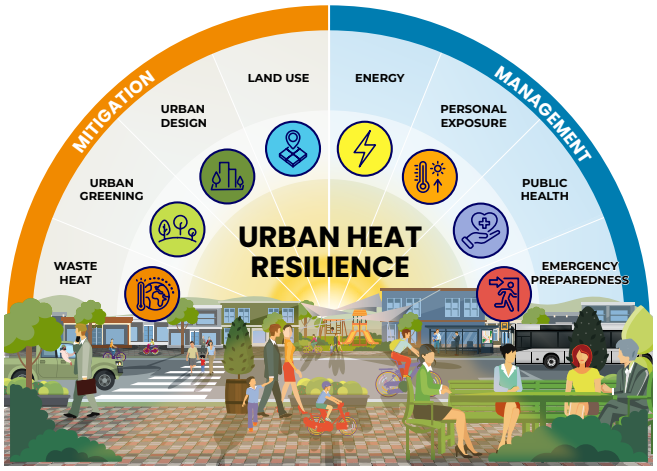
Using traditional and digital methods, our team makes technical concepts accessible, empowering the community to engage with confidence and contribute informed perspectives.

The Dudek team recognizes that climate planning is technically complex and that meaningful community involvement is essential. Our professionals prioritize reaching hard-to-engage populations, such as seniors, lower-income families, and non-English speakers. We develop multilingual, multimodal strategies that reach historically underserved communities, including non-English speakers and residents of disadvantaged areas.

Our methods identify the right project touchpoints to ensure that we connect with each community we work with. We use a mix of traditional and digital tools to offer multiple avenues for inclusive engagement. All materials will be locally relevant and culturally responsive to ensure meaningful community participation in the process. These tools help ensure that all voices are part of shaping the plan.

Creative Services

Our in-house technical storytelling and creative service team specializes in transforming complex technical topics, such as climate science, into clear, engaging visuals and messages. We create digital illustrations, simulations, PowerPoint presentations, infographics, and outreach materials tailored to the City's brand for a cohesive public engagement experience. Using Esri StoryMaps and Experience Builder, our team develops interactive mapping tools and customized online content, including videos, motion graphics, and web portals, that bring climate action to life and integrate seamlessly with the City's website. We also provide training and support to ensure the City can easily maintain and update its online content. We have in-depth experience publishing documents for public review including creating web-based PDFs, interactive forms, and collaborative SharePoint environments. Dudek web and graphics specialists provide full-service website design, information architecture, responsive design, and optimized digital content. We understand the importance of organization, usability, and visual impact while adhering to our client's web standards.



ADA Compliance

To ensure that the Artesia community can easily navigate and understand digital content, we offer digital accessibility services that comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and applicable state laws. We possess specialized knowledge, skills, and experience to help our clients meet the requirements of these regulations, including accessible document design, creation, evaluation, and remediation.

Fehr & Peers

Fehr & Peers brings local CAP/CAAP experience to this project.

Fehr & Peers is a transportation planning and engineering firm with 24 offices and over 400 staff nationwide. Since 1985, the firm has partnered with public and private clients to design safer, more effective ways for people and goods to move—creating spaces where everyone can thrive, today and for generations to come.

Bringing together data, technology, and the lived experiences of the communities they serve, they help clients make confident, well-informed decisions. In addition to understanding travel demand models and vehicular demands, they are sustainable transportation experts who have prepared hundreds of transportation sections of all types of CEQA and National Environmental Policy Act (NEPA) documents. Importantly, they understand the criteria in determining the type of study required based on the mobility analysis. Fehr & Peers' research into the connection between land use and transportation lead much of the work that is currently utilized to estimate vehicles miles of travel for both climate action plans and for CEQA assessment under Senate Bill 743.

Fehr & Peers has locally supported the preparation of CAPs for the Los Angeles-Long Beach-Anaheim Metropolitan Area, Los Angeles County, and the Cities of Maywood, Alhambra, and Buena Park, as a few examples. Fehr & Peers has extensive experience utilizing travel demand models, researching land use and transportation relationships, developing VMT estimates, conducting CEQA analyses, and applying state of the art and legally compliant products in the climate, sustainability, VMT, and evacuation space.

Pathways Climate Institute, LLC

Pathways has experience developing robust multi-hazard adaptation plans, local hazard mitigation plans, climate adaptation and resiliency plans, and CAAPs for local municipalities to large agencies.

Pathways Climate Institute, LLC is a small, woman-owned, research consulting firm based in San Francisco, CA with an enthusiastic team of experts in diverse fields bringing together decades of experience to help address the challenges of climate change. As a professional engineer and a scientist, Dr. Kris May founded Pathways in 2016, combining her engineering knowledge of the built environment with innovative climate science to support defensible and risk-informed climate adaptation planning. Pathways excels at centering communities in the decision-making process, creating equitable adaptation and implementation pathways that respect community culture and cohesion while building adaptive capacity towards a more resilient future.

Pathways collaborates with multi-disciplinary partners to identify data gaps and hurdles faced by local agencies and develop innovative ways to close those gaps and overcome policy and governance hurdles related to climate adaptation. Pathways pioneered state-of-the-art science related to shallow groundwater and future extreme precipitation, both of which were identified as research-based science gaps by local California communities. Our small but mighty team is currently leading the multi-hazard exposure and vulnerability assessment for Caltrans' Statewide Climate Risk and Vulnerability Assessment. Climate indicators developed by Pathways for Caltrans are supporting the Fifth California Climate Change Assessment, including extreme heat,

heat waves, drought, wildfire, runoff-related flooding, and landslides. This work underpins local hazard mitigation plans and CAAPs for the Santa Clara Valley Transportation Agency, City of Alameda, and the City of San Francisco.

Excel Interpreting & Translating

Excel bridges the language gap to ensure equal access to resources for everyone, regardless of language proficiency.

Excel Interpreting & Translating (Excel) believes that bridging the language gap is critical to ensuring equal access to resources and building stronger, better-served communities for everyone, regardless of English proficiency. Their staff understands that translation is about the intended message and the tone that the author of the source materials is trying to get across. Excel has the unique combination of depth and interpreting experience to deliver high-quality services to meet the language access needs of the Artesia community.

Relevant Projects

The Dudek team has extensive experience developing transformative climate plans for public agencies throughout California that align with the size and scope of the requested CAAP for the City. The following lists our team's extensive current and previous relevant contracts, followed by detailed descriptions of featured projects.

CAP/CAAP Projects

- City of Buena Park CAAP
- City of Costa Mesa CAAP
- Yolo County CAAP
- San Diego County CAP
- San Diego County Water Authority CAP
- City of Rialto Climate Adaptation Plan
- City of Fresno Climate Adaptation Plan
- City of Vacaville Energy and Conservation Strategy
- Los Angeles County and Orange County Cities Priority CAP and Comprehensive CAP
- Los Angeles County CAP Update
- LA Metro CAAP Update
- Oxnard CAP
- Gateway Cities Council of Governments CAP
- South Bay Cities Council of Governments Land Use and Transportation CAP

Additional Relevant Projects

- City of Bell Urban Forest Management Plan
- Los Angeles County Integrated Wildfire Safety Program
- San Diego Association of Governments Regional Resilience Roadmap
- San Luis Obispo County Public Health and Climate Resilience Study
- Coachella Valley Association of Governments Eastern Coachella Valley Action Plan for Climate Resilience
- City of Bakersfield Transformative Climate Communities Planning Grant Project
- City of Indio Transformative Climate Communities
- City of Highland Housing and Safety and Environmental Justice Elements
- City of Arcadia Safety and Environmental Justice Element Updates
- City of Rialto Land Use, Safety, Circulation, and Environmental Justice Element Update, and Environmental Compliance
- California Department of Forestry and Fire Protection State Route 17 Wildfire Resilience Planning and Implementation
- Los Angeles County Metro Area Plan

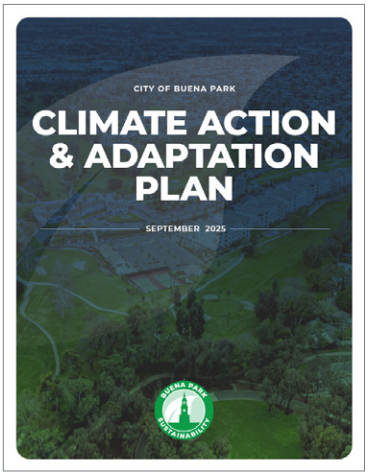
Buena Park CAAP

Client: City of Buena Park

Dudek partnered with the City of Buena Park to develop its first CAAP, a CEQA-qualified document adopted by City Council in September 2025. The plan includes a GHG emissions inventory, future emissions forecast, reduction targets aligned with state goals, a vulnerability assessment, and strategies for GHG reduction and climate adaptation.

To support long-term implementation, Dudek provided practical tools that are easily updated by City staff and integrated into existing municipal processes for tracking and accountability. The planning process emphasized internal collaboration and community engagement; involving City departments in measure development; and conducting outreach through pop-up events, surveys, and workshops to build awareness and gather input.

In addition, Fehr & Peers completed a citywide VMT inventory and developed VMT/GHG reduction measures



and strategies related to land use and transportation as part of the City's CAP.

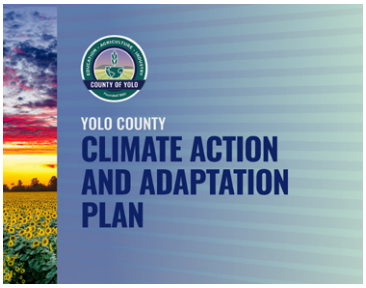
The CAAP is available as a visually accessible PDF and an interactive web-based platform to help the community understand its objectives and voluntarily support implementation. Dudek will be finalizing a permit tracking system, launching the web-based plan, and developing a CEQA checklist to support incorporation of CAAP measures into new development in Fall 2025.

Yolo County CAAP

Client: County of Yolo

Dudek developed a CAAP for Yolo County (County) that is a comprehensive road map to achieve GHG emission reductions and increase resilience in response to the impact of climate change while centering equity and a Just Transition. Our team conducted extensive multilingual engagement and outreach in all communities throughout the County and developed strong partnerships with community-based organizations, community-based partners, agencies, agricultural interests, business community, industry, and other stakeholders.

Dudek GHG experts updated the County's GHG inventory and provided projections for 2030 and 2045, and identified strategies, measures, and actions to achieve the GHG reduction target of net negative emissions by 2030. Dudek leveraged the sequestration potential of the County's extensive natural and working lands to close the GHG reduction gap through actions to support stewardship, restoration, conservation, and climate-smart



agricultural practices. The Dudek team led the sequestration analysis, which included extensive outreach with the agricultural community, existing-setting and plan review, measure and action development, geographic information system (GIS) analysis of suitable available acreage, and sequestration potential quantification.

The planning process was highly collaborative, involving coordination across multiple jurisdictions, agencies, tribes, and community-based organizations to ensure alignment and shared ownership of the plan's goals. The plan includes an updated GHG inventory, emissions forecasts, and a suite of reduction and adaptation strategies, supported by cost and savings estimates and a funding roadmap to guide implementation.

County of San Diego CAP

Client: County of San Diego

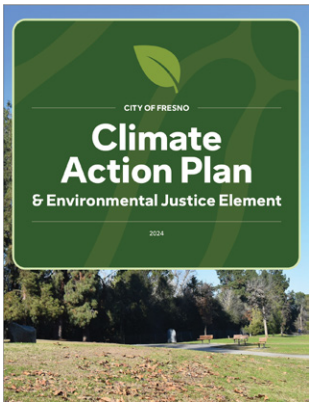
As Division Chief of Sustainability Planning for the County of San Diego, Kelly Bray managed the implementation of the County's 2018 CAP and led the preparation of the 2024 CAP update. As senior technical and project lead for all related initiatives, she led community engagement and served as project lead for elected officials and other stakeholders.

The County's 2024 CAP update is a CEQA-qualified CAP that fulfills the mitigation requirements of the County's 2011 General Plan for the 23 rural and suburban communities that make up the unincorporated area of San Diego. The CAP update strives to reduce GHG emissions while prioritizing healthy and prosperous communities that are wildfire, energy, and water resilient. The plan establishes 2030 and 2045 targets, and includes 9 strategies, 21 measures, and 70 actions that the County must take to reduce GHG emissions. The CAP also includes supporting actions that serve as a road map to the long-term goal of net zero emissions. The County used an equity-centered approach and used hundreds of meetings, workshops, outreach events, and surveys to gather input from over 20,000 individuals during the 3-year process.

Fresno Climate Adaptation Plan

Client: City of Fresno

The City of Fresno's Climate Adaptation Plan and Environmental Justice Element are the foundational documents to integrate climate justice and public health into the Fresno General Plan. Dudek provided technical analysis, facilitated a review of all relevant existing planning documents, designed public engagement, and is creating implementation pathways.



The Climate Adaptation Plan and Environmental Justice Element took a neighborhood approach, outlining the physical, social, and planning environment of the nine Fresno neighborhoods to define unique needs as well as the relevant planning tools the City could expect to use in the next 20 years based on grant availability, anticipated state investment, and private development patterns.

By working in conjunction with staff, Dudek is creating a radically practical plan that outlines the meaningful incremental steps the City should take to prepare for climate change and enhance environmental justice.

Moreno Valley Aquabella Fire Service Consulting

Client: Highland Fairview Operating Co.

Dudek conducted a wildfire evacuation analysis to support emergency preparedness and planning for a development site located within a wildland–urban interface. To perform this analysis, the project team used Vissim, a microscopic traffic simulation tool capable of modeling individual vehicle movements and driver behavior under high-stress, emergency conditions. Multiple scenarios were developed to reflect existing conditions, proposed site build-out, and cumulative development. The Vissim model provided detailed, time-based outputs that allowed the team to estimate evacuation durations and identify key constraints in the roadway network. The analysis offered valuable insights into design strategies that could further enhance emergency response and evacuation performance. This approach ensured that the findings were grounded in real-time traffic dynamics and could inform both site planning and broader community resilience efforts.

Los Angeles County and Orange County Cities CAP

Client: Los Angeles County

Fehr & Peers contributed to the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area CAP, which was funded through the EPA's Climate Pollution Reduction Grant program. The first phase included the preparation of the Priority Climate Action Plan (PCAP), followed by a Comprehensive Climate Action Plan (CCAP). As part of the PCAP, Fehr & Peers prepared inventories of VMT in jurisdictions that did not already have readily available information and developed VMT reduction estimates for multiple transportation strategies. Fehr & Peers provided Los Angeles and Orange County VMT data for the following scenarios: 2018 baseline VMT, 2030 BAU forecast, and 2045 BAU forecast. Following the inventory and forecast updated status report, Fehr & Peers provided updated Los Angeles and Orange County VMT data for the following scenarios: inventory update VMT, 2030 forecast update and 2045 forecast update.

Caltrans Statewide Climate Vulnerability and Risk Assessment

Client: Caltrans

Pathways is leading the multi-hazard climate exposure and vulnerability assessment for Caltrans Statewide Climate Risk and Vulnerability Assessment. Pathways is advancing analysis methods using cloud computing resources to rapidly evaluate climate hazards across the entire state of California and identify exposure at the local asset level across multiple time horizons and climate scenarios. The exposure and vulnerability assessment includes coastal flooding with sea level rise, coastal erosion, shallow and emergent groundwater, fluvial flooding, subsidence, and climate stressors including extreme precipitation, extreme heat, and drought. Pathways pioneered multi-variate climate hazard data sets for drought, extreme precipitation, and wet bulb globe temperature for this assessment. These data sets will be included in the Cal-Adapt catalogue to support future climate assessments upon the completion of the assessment.

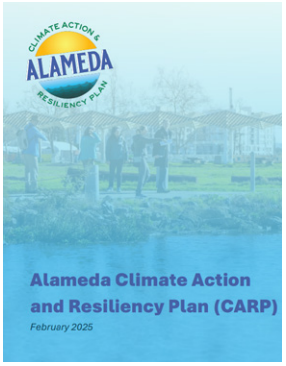
The assessment also considers equity and the disproportionate impacts on underserved communities when transportation networks are impacted by climate hazards and unforeseen extreme events, such as stranded communities with limited access to emergency services, employment centers, and basic needs.

Alameda Climate Action and Resiliency Plan

Client: City of Alameda

Pathways supported the City of Alameda in conducting its mid-cycle update of the CARP. The update includes a GHG inventory and serves as a mid-cycle update and blueprint for the next phase of the City's climate work from 2025–2030 with a focus on implementation steps needed to address the remaining tasks before 2030 and achieve net zero emissions.

Pathways provided climate change expertise to update two critical chapters of the LHMP: Hazard Characterization and Risk Assessment and Climate Adaptation and Hazard Mitigation Strategy. Pathways described flooding related hazards, including coastal flooding, stormwater flooding, groundwater, and more.



Pathways also completed a comprehensive update of strategies for location-based priority flooding. Pathways also developed new layouts for each strategy and produced updated figures and maps. The final draft CARP and Climate Adaptation and Hazard Mitigation Plan were released in February 2025.



APPENDIX A

Resumes

Jennifer Reed

PROJECT MANAGER

Jennifer Reed is an air quality and climate change specialist/environmental planner with 19 years' experience. Jennifer leads the Dudek air quality services team and has been responsible for the management, analysis, and technical leadership of projects subject to compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She has completed numerous environmental documents in support of a diverse range of public and private developments and has served in a managing and technical role for Climate Action Plans (CAPs) and Climate Action and Adaptation Plans (CAAPs). Jennifer specializes in air quality, greenhouse gas (GHG) emissions, health risk assessment (HRA), and energy technical analyses, as well as climate action planning, and continues to be on the forefront of evolving science, emissions modeling computer programs, regulatory framework, case law, and planning best practices.

Jennifer has prepared air quality and GHG assessments for a wide variety of development projects throughout California, including large residential projects, commercial and retail projects, industrial projects, mixed-use developments, colleges and universities, healthcare facilities, energy projects, water and wastewater infrastructure, and transportation improvements. Additionally, she has considerable experience in project planning and regulatory compliance and has experience in project management, land-use permit processing, constraints analysis, development feasibility studies, due diligence investigations, and various other land-use planning projects.



Education

University of California, Santa Barbara
BA, Environmental Studies
BA, Geography

Professional Affiliations

Association of Environmental Professionals, Climate Change Committee

Air and Waste Management Association

Select Project Experience

CAAP, City of Buena Park, California. Serving as project manager to assist the City in developing a CAAP to meet statewide GHG reduction and climate adaptation goals, with an emphasis on how the local economy in Buena Park can meaningfully contribute to emission reductions and build communitywide resilience. To do this sustainability leaders for Buena Park's tourism businesses and logistics warehouses, which drastically impact transportation emissions, are joining an environmental working group and will collaborate with the City on policy. The CAAP includes a robust existing plan, policies, and best practices review; development of a GHG emissions inventory, forecasts, target setting, and local gap analysis; vulnerability assessment and development of adaptation measures; development of tiered GHG emission reduction measures; creative stakeholder engagement; effective implementation plan for ongoing monitoring and reporting; and a CEQA analysis and CEQA tiering mechanism. The final plan is being developed with implementation tools that ensure ease of use by city staff, and a website-focused final product that will allow residents to interact with the plan in an engaging way.

Yolo County CAAP, County of Yolo, California. Served as project manager for the CAAP. Technical assistance focus is on the GHG inventory, GHG reduction measures, and the adaptation reduction measures, as well as preparing the plan in an understandable and engaging fashion. The County's goal is carbon negative by 2030 and the CAAP will include a Community Engagement and Equity Strategy along with extensive outreach materials and website,

three types of GHG inventories (community-wide, municipal, and a consumption-based narrative), collaboration with the Resources Conservation District to identify carbon sequestration potential, identification of vulnerabilities and adaptation and resilience strategies, development of a feasible funding and financing roadmap, and preparation of an implementation and monitoring plan that integrates with the County's existing tools.

CAAP, City of Costa Mesa, California. Serving as project manager to assist the City of Costa Mesa in developing its first CAAP to reduce GHG emissions and prepare the community for the impacts of climate change. The City's CAAP will evaluate the current status of the City to understand the City's GHG emissions and climate vulnerabilities, identify City-specific GHG reduction and adaptation goals, develop tailored actions to guide the City to align with statewide GHG reduction targets and build community resilience, and outline an implementation framework for long-term success. The CAAP process includes extensive community outreach including stakeholder working meetings, pop-up events, and a community survey. The CAAP will be CEQA-qualified to allow future projects within the City to tier for streamlined project approval.

Energy and Conservation Action Strategy Update, City of Vacaville, California. Contributed to the preparation of the Energy and Conservation Action Strategy (ECAS) Update, which provides a strategic roadmap for the City of Vacaville to meet the State's GHG reduction targets established by Senate Bill 32 and demonstrate substantial progress towards meeting Executive Order S-3-05. The year 2035 was identified as the target year, which required a reduction of approximately 54% from the 2035 business-as-usual scenario. The ECAS builds on the strategies and measures established by the City's 2015 ECAS, identifies GHG reduction targets, and develops locally applied actions to reduce GHG emissions from communitywide activities. Emission sectors included transportation, residential energy, non-residential energy, water and wastewater, solid waste disposal, off-road equipment, and carbon storage. The ECAS identified new city policies to account for a reduction of over 300,000 metric tons of carbon dioxide equivalent, which exceeded the City's GHG reduction target.

San Diego County Water Authority CAP Update, San Diego County Water Authority, San Diego, California. Served as project manager to assist the Water Authority in preparing an updated CAP to meet current protocols and ensure integration with the Water Authority's upcoming Master Plan Update. Tasks include reviewing existing GHG emissions inventory data, development of an updated GHG baseline, establishment of forecasted business-as-usual emissions, identification of a GHG emission-reductions target and establishment of objectives, identify and evaluate GHG reduction measures that are feasible and effective (GHG reduction and cost-effective), preparation of an updated CAP document, and CEQA integration including a CEQA streamlining mechanism.

Relevant Presentations, Publications, and Teaching

- "Climate Action and Adaptation Plans." Planning Directors Association of Orange County. 2025 Annual Forum. February 2025.
- "Data in Climate Action and Adaptation Plans and the California Environmental Quality Act." Chapman University. Corporate Sustainability Course. September 2024.
- Association of Environmental Professionals (AEP) Climate Change Committee. *Draft White Paper: Carbon Neutrality, CEQA, and Climate Action Planning.* California Association of Environmental Professionals. April 2025.
- UC Davis Continuing and Professional Education. Air Quality and Greenhouse Gas Emissions Course. 2017, 2018, 2020-2025.
- "Clearing the Air: Reviewing Air Quality and Greenhouse Gas Technical Reports for the Non-Air Quality Professional." AEP 2025 Annual Conference. April 2025.

Kelly Bray

DEPUTY PROJECT MANAGER

Kelly Bray (*she/her*) is a climate resilience lead with 16 years' professional experience in climate, sustainability, and land use/environmental planning, specializing in the development of sustainable land use policies that strengthen communities. Kelly has helped shape environmental initiatives within multiple communities across California and helps local governments and communities fund and plan projects to manage risk and build resilience to the effects of climate change.

Kelly has expertise in preparing land use, climate action and sustainability plans, and adaptation and resiliency strategies, leading community engagement, and with California Environmental Quality Act (CEQA) compliance. She is an effective communicator and problem solver who thrives in fast-paced and dynamic environments and has abundant experience navigating controversial projects through the development of diverse strategies to engage interested parties.



Education

Florida State University
MSP, Urban and Regional Planning, 2010

University of South Florida
BS, Environmental Science and Policy, 2005

Relevant Previous Experience

Fresno Council of Governments Extreme Heat Analysis, Fresno Council of Governments, Fresno, California. Serving as principal in charge for the project, including senior review of all materials, strategic lead, and contract administration. The plan includes a regional analysis of extreme heat and its impacts, with a focus on the development of replicable heat management and mitigation strategies, for the purpose of creating broadly applicable actions that member agencies can deploy in short-, medium-, and long-term planning horizons.

City of Escondido Extreme Heat Resilience Plan, City of Escondido, California. Managed Dudek's development and preparation of the City's Extreme Heat Resilience Plan. The plan is a City-wide initiative led by the City's fire department with coordination from multiple departments. The plan proposes strategies to mitigate, manage, and educate around the topic of extreme heat.

City of Escondido Urban Forest Master Plan, City of Escondido, California. Assisting in the development of the City's urban forest management plan. Specifically, focused on preparation of strategies and actions to implement the plan through analysis of the City's planning and policy frameworks.

County of San Diego Climate Action Plan Update, County of San Diego, California. As chief of the sustainability planning division, recruited and led a team of 15 staff who developed and implemented various strategies, initiatives, policies and projects within the following subject areas: climate mitigation and resilience, sustainability, electric vehicles, habitat conservation, agricultural preservation, and groundwater sustainability. Served as senior technical and project management lead for County-initiated sustainability initiatives, including implementation of the 2018 Climate Action Plan (CAP) and development of the 2024 CAP. Led community engagement for the Division, including coordination with internal (i.e. various County Departments) and external stakeholders (i.e.

agencies, organizations, individuals), and served as lead for elected officials and other interested parties. Supported the County through strategic management of the project until adoption in September 2024.

City of San Diego Coastal Resilience Masterplan, City of San Diego, California. As the Sustainability Manager with Harris & Associates, supported the development of the City's Coastal Resilience Masterplan. Prepared the first draft Masterplan and supported the development of the community engagement activities. The Masterplan builds upon Climate Resilient SD which guides the land use and planning activities that the City will undertake in order to prepare for sea-level rise erosion and inundation on six sites within the City's jurisdiction.

City of Escondido Extreme Heat Resilience Plan, City of Escondido, California. Managed Dudek's development and preparation of the City's Extreme Heat Resilience Plan. The plan is a citywide initiative led by the City's Fire Department with coordination from multiple departments. The Plan proposes strategies to mitigate, manage and educate around the topic of extreme heat.

City of Newport Beach General Plan Update, City of Newport Beach, California. As climate resilience lead with Dudek, provided strategic guidance in the development of the City's draft General Plan Update related to climate and sustainability topics. Contributed to the development of an implementation focused lens to streamline future CEQA requirements, a comprehensive community engagement approach, and integration of climate adaptation and resilience policies throughout the update including the effects of sea level rise.

County of San Diego Sustainable Land Use Framework, County of San Diego, California. Coordinated with diverse internal and external stakeholders to inform the development of the Sustainable Land Use Framework project which provides a comprehensive planning initiative through which to vision the future of unincorporated area communities while meeting state regulations requiring smarter growth around transportation options, reduced greenhouse gas emissions, and increased opportunities for affordable housing. The project builds upon concepts developed as part of the 2024 CAP and seeks to result in a new framework of planning principles by which future growth decisions will be made. Future planning actions may result in General Plan Updates, Specific Plans, focused rezoning, or alternative incentives for new development in strategic locations.

County of San Diego Electric Vehicle Roadmap, County of San Diego, California. Led the preparation and implementation of the County's Electric Vehicle Roadmap (Roadmap), an initiative that was directed by the County's Board of Supervisors and resulted in adoption of 6 goals which would support the County's initiative to convert to all electric County and regional fleet by incentivizing new charging infrastructure and electric vehicle conversion. The initiative resulted in multiple sub-projects that formed the basis for a shift across County operations and positioning for new infrastructure across the unincorporated county. Led the community engagement programming for each of the subsequent initiatives including the development of a website to educate the public on the benefits of EV ownership.

County of San Diego Water Conservation in Landscaping Ordinance Update, County of San Diego, California. Led the preparation of amendments to the County's Water Conservation in Landscaping Ordinance which require reductions in outdoor water use and expanded tree plantings for qualified improvements and new residential development. The project amended the County's Landscaping Ordinance to require additional tree plantings for new residential development and reduced use of landscaping water in new and existing development. Led the preparation of a community engagement program and presentation of the project to the Board of Supervisors for approval.

Sarah Halterman

ACTION LEAD

Sarah Halterman (*she, her, hers*) is an air quality specialist and climate change specialist with 10 years' professional experience. Sarah specializes in the preparation of air quality and greenhouse gas (GHG) emissions inventories, California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental impact analyses, climate action planning, energy technical analyses, and long-range planning documents for the reduction of criteria air pollutant and GHG emissions.

Sarah has prepared air quality, GHG, and energy assessments for a wide variety of projects throughout California, including many within Southern California and Orange County. These projects include long-range plans for communities, cities, counties, and ports, among others. Additionally, Sarah prepares carbon storage and sequestration assessments through cross-disciplinary collaboration with the Dudek forestry, biology, and geographic information system (GIS) teams.

Sarah is an active member of the Association of Environmental Professionals, serving as the secretary for the organization's Climate Change Committee, and presenting at their annual conference and various workshops throughout the state.



Education

University of California, Los Angeles
MA, Geography

University of Maryland, College Park
BS, Environmental Science and Policy: Global Environmental Change

Professional Affiliations

Association of Environmental Professionals, Climate Change Committee

Select Project Experience

Buena Park Climate Action and Adaptation Plan, City of Buena Park, California. Serving as deputy project manager to assist the City in developing a climate action and adaptation plan (CAAP) to meet statewide GHG reduction and climate adaptation goals, with an emphasis on how the local economy in Buena Park can meaningfully contribute to emission reductions and build communitywide resilience. The CAAP includes a robust existing plan, policies, and best practices review; development of a GHG emissions inventory, forecasts, target setting, and local gap analysis; vulnerability assessment and development of adaptation measures; development of tiered GHG emission reduction measures; creative stakeholder engagement; effective implementation plan for ongoing monitoring and reporting; and a CEQA analysis and CEQA tiering mechanism. The final plan is being developed with implementation tools that ensure ease of use by city staff, and a website-focused final product that will allow residents to interact with the plan in an engaging way.

Yolo County CAAP, County of Yolo, California. Serving on both the GHG inventory and natural and working lands (NWL) project teams to assist the County in preparation of their CAAP. For the GHG inventory, technical involvement includes gathering data and quantifying baseline emissions from community and municipal sources throughout the County. This project also involved in ongoing collaboration with the County's Resources Conservation District to conduct surveys and collect data to develop a carbon sequestration strategy for the County's NWLs in pursuit of the County's carbon-negative goal.

San Diego County Water Authority Climate Action Plan Update, San Diego County Water Authority, San Diego, California. Currently preparing an updated GHG inventory and updated CAP to meet current protocols and ensure integration with the Water Authority's upcoming Master Plan Update. Technical involvement includes updating the baseline GHG inventory and emissions forecast based on proposed future projects. The final plan will include identification of appropriate emission reduction targets to align with state goals, reduction measures, and cost benefit considerations.

City of Coronado Climate Action Plan, City of Coronado, California. Contributed to the research, writing, and analysis for the development of the Coronado's Climate Action Plan (CAP). Technical involvement included quantification of baseline emissions from community and municipal building energy, water use, and wastewater processes, and of projected emissions in future years 2030 and 2045. Also researched and quantified cost estimates for various GHG reduction measures and served as lead author on several CAP chapters.

Port of San Diego Maritime Clean Air Strategy, Port of San Diego, San Diego, California. The Port of San Diego's Maritime Clean Air Strategy provides an estimation of criteria pollutants, toxic air contaminants, and GHG emissions from maritime operations, and provides information on investments and measures that can be implemented to reduce these emissions while also supporting business objectives. Report preparation involved research of clean technology alternatives and quantification of the emissions benefit of various reduction strategies for cargo handling equipment, harbor craft, and ocean-going vessels, as well as chapter writing.

San Bernardino County Regional GHG Reduction Plan, County of San Bernardino, California. Provided technical support for the San Bernardino GHG emissions inventory update and related plan. The assessment involved research and development of assumptions for the water and wastewater activity for the 24 municipalities within the County of San Bernardino to accurately estimate emissions from these sources for baseline year 2016. These emissions estimates were then used to quantify emissions for future years 2020, 2030, and 2045.

Sustainable Santee Action Plan, City of Santee, California. Assisted with updates to the Sustainable Santee Action Plan and prepared analysis for related environmental documents pursuant to CEQA review. The Plan was developed to quantify GHG emissions within the City of Santee and provide strategies to reduce emissions in accordance with statewide goals and targets. Involvement also included meetings with the City of Santee and community stakeholders to address concerns.

Carbon Storage and Sequestration Assessment for Four Watersheds, County of San Diego, California. Prepared the assessment of carbon storage and sequestration potential of natural working lands for the Otay River, San Diego River, Sweetwater River, and Tijuana River watersheds of San Diego County, California. The assessment provided understanding of current baseline carbon stocks as well as future sequestration to inform future conservation and management actions in the region. Technical analysis required in-depth literature review to obtain appropriate carbon stock values for the vegetation types unique to the study site and to ensure consistency with industry standards. The assessment also required research and analysis of appropriate management strategies that would support maintenance of current storage and future sequestration in the face of probable impacts of climate change.

Placer County Housing Element Update, County of Placer, California. Prepared the air quality and GHG emissions sections of the Placer County Housing Element Update EIR. The analysis addressed the impacts of proposed housing-related code amendments to the Placer County General Plan, Placer County Zoning Ordinance, Zoning Maps, and Community Design Guidelines Manual. Impacts of air quality and GHG emissions were assessed considering proposed population growth, future economic factors, and demographics.

Ames Noll

ACTION ANALYST

Ames Noll (*she/her*) is an air resources specialist, specializing in the preparation of air quality, greenhouse gas (GHG), and energy analyses of projects subject to compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Ames is responsible for completing air quality and GHG emissions modeling and technical assessments for a wide range of development projects throughout California. Ames also specializes in climate action planning and long-range planning documents for the reduction of criteria air pollutant and GHG emissions.



Education

University of California, Santa Barbara, 2023
BS, Environmental Studies
Minor, Spatial Science

Select Project Experience

Yolo County Climate Action and Adaptation Plan, County of Yolo, California. Assisted the County in preparation of their climate action and adaptation plan (CAAP). Involvement included quantifying emissions from GHG reduction strategies. The County's goal is carbon negative by 2030, and the CAAP included a Community Engagement and Equity Strategy along with extensive outreach materials and website, three types of GHG inventories (community-wide, municipal, and a consumption-based narrative), collaboration with the Resources Conservation District to identify carbon sequestration potential, identification of vulnerabilities and adaptation and resilience strategies, development of a feasible funding and financing roadmap, and preparation of an implementation and monitoring plan that integrates with the County's existing tools.

San Diego County Water Authority Climate Action Plan Update, San Diego County Water Authority, San Diego, California. Assisted the Water Authority in preparing an updated CAP to meet current protocols and ensure integration with the Water Authority's upcoming Master Plan Update. Primary tasks included forecasting GHG emissions from the construction and operation of future projects, collaborating with other Dudek and Water Authority members to recommend GHG reduction strategies, and preparing the Climate Action Plan Update document.

Aquabella Specific Plan Amendment Project, City of Moreno Valley, California. Contributed to the air quality, GHG emissions, and energy analysis for the Aquabella Specific Plan Amendment project that would comprehensively update the existing Moreno Valley Field Station Specific Plan. The project contains the updated land use and other plans, site development standards, design guidelines, and implementation measures necessary to implement the new vision for the Aquabella mixed-use planned community. The project would include land use and other changes to accommodate 15,000 multifamily and workforce housing options; a 49,900-square-foot mixed-use commercial and retail town center; a 300-room hotel; 80 acres of parks, composed of a 40-acre lake, a 15-acre lake promenade encircling the lake, and an additional 25 acres of parkland; 45 acres of schools with up to three elementary school sites and one middle school site; public services and facilities; infrastructure improvements; and other amenities. Specific analyses included multiple phases of construction and operational emissions modeling, energy analyses, health effects of criteria air pollutants, valley fever, and other air quality topics.

South Bay Area Plan Programmatic Environmental Impact Report, County of Los Angeles, California. Assisted in preparing the air quality, GHG, and energy assessments for the South Bay Area Plan Programmatic Environmental Impact Report (PEIR) in the County of Los Angeles County, California. The PEIR is intended to guide regional-level growth and development within the seven unincorporated communities of the South Bay Planning Area. The South Bay Area Plan proposes implementing land use and zone changes to facilitate the development of 9,951 dwelling units (including lower-income housing) and approximately 785,000 square feet of commercial building space, including instances of neighborhood-scale commercial use within residentially zoned parcels. The PEIR allows the County to consider broad policy alternatives and program-wide mitigation measures while comprehensively addressing potential environmental impacts.

Golden State Natural Resources Forest Resiliency Demonstration Project, Golden State Finance Authority, Counties of Lassen and Tuolumne, California. Contributing to the air quality, GHG emissions, and energy analysis for the Golden State Natural Resources Forest Resiliency Demonstration Project. This project consists of three basic components: the forest treatment and restoration activities; the transportation and processing of the feedstock at two pellet production facilities; and the transportation of the finished product to a storage facility to be constructed at the Port of Stockton, California, for export to international markets. Emission sources include forest acquisition offroad equipment, truck transport, wood pellet facility construction and operation, rail transport and switcher operation, Port of Stockton construction and operation, and ship transport. In addition, the GHG analysis included an in-depth forest carbon change analysis, and the air quality, GHG emissions, and energy analysis evaluated activity outside of the CEQA scope including a life-cycle analysis. Analyses were conducted for various locations of activities spanning 19 air districts and included construction and operational mass daily and annual emissions modeling, construction and operational health risk analyses, construction and operational ambient air quality analyses, health effects of criteria air pollutants, valley fever, naturally occurring asbestos, and other air quality topics.

Downtown West Planned Unit Development, City of Ontario, California. Prepared the air quality, GHG, and energy initial study/mitigated negative declaration (IS/MND) sections for a project to revitalize the City of Ontario's downtown area. The Planned Unit Development would establish a set of planning and design principles, development regulations and performance standards to govern future development of 21.58 acres of land, generally within the downtown zoning district.

Assisted Living Facility, HSB Pasadena LLC, City of Pasadena, California. Prepared the air quality and GHG technical memorandum to support a Categorial Exemption for a 95-unit senior living facility. The analysis included a construction HRA for existing residents surrounding the project area.

Calas Park Stormwater Capture Project, City of Carson, California. Prepared the air quality, GHG, and energy IS/MND sections for a stormwater capture project in the City of Carson. The project's primary purpose is to decrease the amount of pollutants in stormwater and dry-weather runoff entering the Dominguez Channel. Technical analyses included mass-emissions modeling, localized significance threshold analysis, and a construction health risk assessment.

Cantara Trunk Line, Los Angeles Department of Water and Power, City of Los Angeles, California. Prepared the air quality and GHG IS/MND sections for a pipeline replacement project for Los Angeles Department of Water and Power in the City of Los Angeles. Technical analyses included mass-emissions modeling and a localized significance thresholds analysis.

Henry Eckold

ADAPTATION LEAD



Henry Eckold (*HEN-ree ECK-old; he/him*) is a planner and project manager with 6 years' experience spanning the topics of climate action and adaptation, environmental justice, public health, grants, General Plans, and engagement. Henry specializes in environmental science and equity and the ties that bring these two topics together. He has developed more than 20 vulnerability assessments and understands how to connect findings with policy. Henry values meaningful community engagement and works with clients to determine the best methods for reaching the public. Henry effectively manages multidisciplinary projects and understands how to collaborate with clients to respond to public input, political nuances, and project priorities. Ultimately, Henry's planning efforts emphasize implementation that is cohesive with the client's existing framework and responsive to community needs.

Education

California Polytechnic State University, San Luis Obispo
MCRP, City and Regional Planning
BS, Environmental Management and Protection

Professional Affiliations

American Planning Association

Association of Environmental Professionals

Select Project Experience

Climate Action and Adaptation Plan, City of Buena Park, California. Serving as deputy project manager. The Dudek team is currently developing a plan to meet statewide greenhouse gas (GHG) reduction and climate adaptation goals, with an emphasis on how the local economy in Buena Park can meaningfully contribute to emission reductions and build communitywide resilience. To do this, sustainability leaders for Buena Park's tourism businesses and logistics warehouses, which drastically impact transportation emissions, are joining an environmental working group and will collaborate with the City on policy. Henry is aiding in vulnerability and capability assessments that meet the requirements of Senate Bill (SB) 379 and align with the California Adaptation Planning Guide. Adaptation considerations for the project will include projected local impacts of extreme heat, flooding, and wildfire, as well as regional impacts related to displacement and climate migration. The final plan is being developed with implementation tools that ensure ease of use by City staff, and a website-focused final product that will allow residents to easily interact with the plan.

Climate Action and Adaptation Plan, City of Costa Mesa, California. Serving as deputy project manager. Dudek is working with the City of Costa Mesa to develop its first Climate Action and Adaptation Plan (CAAP) to reduce GHG emissions and prepare the community for the impacts of climate change. The City's CAAP will evaluate the current status of the City to understand its GHG emissions and climate vulnerabilities, identify City-specific GHG reduction and adaptation goals, develop tailored actions to guide the City to align with statewide GHG reduction targets and build community resilience, and outline an implementation framework for long-term success. The CAAP process includes extensive community outreach, including interested party working meetings, pop-up events, and a community survey. The CAAP will be California Environmental Quality Act–qualified to allow future projects within the City to tier for streamlined project approval.

Climate Adaptation Plan and Environmental Justice Element, City of Fresno, California. Serving as climate adaptation lead. The Climate Adaptation Plan and Environmental Justice Element are the foundational documents to integrate climate justice and public health into the Fresno General Plan. Performed technical analysis related to defining the climate risks of specific neighborhoods within the City, and outlining the roles within climate resilience for facilities, infrastructure, and City departments throughout the City. Conducted more than 15 in-depth interviews with City staff across departments. This effort, along with plan review, background research, and deep engagement, is meant to amplify existing efforts and provide Fresno with a radically practical plan that outlines the meaningful incremental steps the City should take to prepare for climate change and enhance environmental justice over the next 20 years.

Los Angeles County Metro Area Plan, County of Los Angeles, California. The Los Angeles County Metro Area Plan is a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles. This includes a comprehensive community plan for these areas to serve as the overarching policy document that guides land use and development, paired with an associated Program Environmental Impact Report. The Angeles County Metro Area Plan is guided by a series of background analyses, including existing conditions analysis, community profiles and atlas, market and real estate study, mobility and parking study, a gentrification and displacement study, a historic and cultural resources survey, and redevelopment and preservation recommendations. The components of this comprehensive plan include a policy document with implementation programs for addressing land use, public and open space, civic spaces, recreation, mobility, economic development, environmental justice, and climate adaptation and resiliency. Assisted with policy and implementation programs for environmental justice and climate adaptation and resiliency.

Safety Element, City of Palos Verdes Estates, California. Served as project manager. Performed a vulnerability assessment to outline hazards, vulnerable populations, and community assets that required special attention. Conducted two community workshops with members of the public and decision makers that delved into policy and provided insights into the City's existing programs, capacity, and gaps. These meetings allowed council members who were originally reluctant about policies to find common ground and become staunch supporters of the project by the final hearing. Wildfire, seismic, and geologic hazards were at the forefront of issues for the City. Dudek worked intimately with City staff and California Department of Forestry and Fire Protection (CAL FIRE) planners to develop policy approaches that aligned the Board of Forestry and Fire Protection's Resource Protection Committee's recommendations with the City's unique characteristics and capacity. Evacuation analysis and policies were also developed in complement with existing regional efforts.

Housing and Safety Elements, City of Lomita, California. Served as a planner. Researched and reported the progress made toward the previous Housing Element's programs, a required component of the Housing Element update. Comprehensively updated the Safety Element based on state requirements. One key hazard for Lomita was hazardous waste, so our team added data that filled policy gaps on permitted hazardous waste generators, transporters, and treatment, storage, and disposal facilities. Led five Safety Advisory Committee meetings that engaged interested members of the public and stakeholders in charge of Safety Element implementation in the same focus group. This unique engagement allowed for a detailed and realistic back and forth between community members and implementors and actively influenced policies and actions within the Safety Element.

Extreme Heat Action Plan, City of Escondido, California. Served as deputy project manager. Developed a vulnerability assessment that utilized and compared ground-sensing thermal satellite data with U.S. Census demographic data to understand key areas within the City where exposure to extreme heat was heightened in combination with high rates of populations sensitive to extreme heat impacts. Conducted interviews with City staff, focus groups with service providers, and workshops and surveys with community members to locally inform policies that mitigate extreme heat and manage extreme heat events.

Shannon Heffernan, AICP

COMMUNITY ENGAGEMENT LEAD

Shannon Heffernan is a planner and outreach specialist with 19 years' professional experience in community planning efforts, visioning studies, urban design, and sustainable housing strategies for housing in destination and amenity-rich areas to promote walking, biking, and zero-emission trips. Shannon has worked with Southern California agencies, non-profit organizations, and community groups to enhance their communities, districts, corridors, and celebrated places through visioning, planning, design, and placemaking projects. These efforts have included collaborations between cities, Council offices, business improvement districts (BIDs), and developers–all with a thoughtful outreach approach with equity as a core principle to ensure that interested parties are being given a voice and providing input. She has created visioning documents and roadmaps for transformative communities, as well as innovative community outreach techniques, including artful installations, pop-up design studios, and demonstration projects to inform planning projects that she is leading.



Education

University of Southern California Executive Master of Urban and Regional Planning, Concentration in Real Estate Development, 2022

California Polytechnic State University, San Luis Obispo BS, City and Regional Planning, 2006

Certifications

American Institute of Certified Planners (AICP), issued 2017

Professional Affiliations

American Planning Association – Los Angeles Chapter, Professional Development Director

Select Project Experience

Climate Action and Adaptation Plan, City of Buena Park, California. As outreach lead, collaborates closely with the technical team to develop creative and inclusive engagement strategies that ensure community input shapes the Climate Action and Adaptation Plan (CAAP). The outreach approach for the Buena Park CAAP was multi-pronged, multilingual, and layered—combining in-person and virtual elements. Engagement efforts included pop-up events, online community and business surveys, a dedicated project webpage, and a webinar focused on emissions reduction strategies.

Climate Action and Adaptation Plan, City of Costa Mesa California. Serving as outreach lead, partnering with the City and technical team to design and implement a bilingual outreach strategy that educates the community and key stakeholders on complex technical topics and facilitates meaningful feedback on the Plan. The engagement approach includes both in-person and virtual components, such as pop-up events, online surveys, meetings with an internal stakeholder working group, the formation and facilitation of an external sustainability working group, and presentations to City Council.

SBCCOG Land Use and Transportation Climate Action Plans South Bay Cities Council of Governments, Torrance, California . Serving as the Project Manager for the Land Use and Transportation Chapters of Climate Action Plans, Shannon partnered with SBCCOG to create Climate Action Plans for each of the South Bay Cities, including the City of Carson that focused on identifying and helping the Cities adopt Land Use and Transportation measures to reduce greenhouse gas emissions and meet State targets for sustainable development. She worked with the unique context of the South Bay communities to combine traditional concepts such as Transit-Oriented

Development (TOD) with other options that were tailor-made to address the built-out and transit-poor context of the South Bay. This included Neighborhood Oriented Development (NOD) principles, alternative modes for the 3-mile local trips within the South Bay including better infrastructure for biking and neighborhood electric vehicles, and strategic opportunities to integrate housing along commercial corridors through land use measures that combined transportation access. The team provided staff at each city with options for measures to consider, along with associated greenhouse gas emissions reduction potential, to provide a framework for city decision making and help streamline efforts and adopt an actionable Climate Action Plan to pursue future funding for planning and implementation of measures.

Pacific/Randolph and Florence/Salt Lake Station Area Plans; Huntington Park, Bell, Cudahy, and Maywood; California. As a core team member at a previous firm, prepared Station Area Plans for the proposed Florence/Salt Lake and Pacific/Randolph stations along the West Santa Ana Branch Transit Corridor that will form the basis for a TOD Specific Plan for each station area. The development of the Station Area Plans included input from stakeholders and the community, and a focus on land use, zoning, and urban design priorities to inform design standards for future development, recommendations for active transportation and infrastructure improvements, and recommendations for policies to create equitable growth through an Equitable Development Framework. Participated in and presented at walk audits, pop-up open houses at Salt Lake Park, door-to-door business canvassing, and virtual engagement with the Technical Advisory Committee, Community Advisory Committee, and Planning Commission meetings for four cities. As part of this exercise, underutilized sites were identified in each station area for future transit-oriented development and densification and created infill development scenarios focused on housing and mixed-use to test various development prototypes on these sites. Existing infrastructure was also assessed to determine existing city capacity of city infrastructure, and capacity needed to accommodate future housing based on the development scenarios. Based on the development scenarios and community feedback, the team then provided recommendations for zoning enhancements, changes, or other planning and policy initiatives to better guide future development in the station areas.

Southern California Association of Governments Go Human Camina en Walnut Park, Southern California Association of Governments, Los Angeles, California. As a core team member at a previous firm, led Go Human Tactical Urbanism Round 3, which focused on five outreach and tactical demonstrations in Los Angeles and Orange County, including the community of Walnut Park. Go Human is the Southern California Association of Governments education campaign for Southern California residents to learn about the benefits of human-powered mobility. Their outreach efforts included coordinating and leading a series of meetings with Advisory Committees comprised of staff from various city departments, elected officials, community-based organizations, and nonprofits. They successfully planned, designed, and installed large-scale tactical demonstrations of bicycle and pedestrian infrastructure improvements. These temporary improvements included scramble crosswalks, cycle tracks, multi-use trails, bike lanes, bulb-outs, and high visibility crosswalks. Each demonstration also included a community-focused event to engage stakeholders and collect feedback on the improvements.

Awards

Best Practice Award of Excellence. Awarded by the Los Angeles section of the American Planning Association for the Pacific/Randolph and Florence and Salt Lake Station Area Plans. (2022)

Best Practice Award of Excellence. Awarded by the Inland Empire section of the American Planning Association for the Disadvantaged Communities Planning Initiative. (2022)

Joshua Baehr

COMMUNITY ENGAGEMENT SUPPORT

Joshua Baehr (*he/him*) is an urban planner with 7 years' experience in land use planning, policy and regulatory analysis, climate resilience and adaptation, and community engagement. He has assisted with projects ranging from grassroots to local and federal government, providing existing conditions assessments, geographic information system (GIS) analysis, policy and strategy development, graphic design services (Adobe Suite), and the full range of community engagement services.



Education

University of California, Irvine
Master of Urban and Regional Planning, 2024

University of Arizona
BA, Psychology, 2017

Professional Affiliations

American Planning Association (APA) California Chapter

Select Project Experience

Climate Action and Adaptation Plan, City of Costa Mesa, California. Facilitated community outreach and engagement activities in collaboration with City staff, including planning, graphic design, and execution of public pop-up activities, working group meetings, and an online interactive webinar. These activities engaged Costa Mesa residents and community leaders in discussion and feedback about sources of emissions, potential mitigation and adaptation strategies, and increased awareness of the Climate Action and Adaptation Plan. (2025–Ongoing)

Brookside Park Stormwater Project and Eaton Wash Stormwater Project, City of Pasadena, California. Supported planning and execution of outreach and engagement events, including development of interactive and informational materials and facilitation of day-of event logistics, and outreach activities to ensure meaningful engagement with community members. (2025)

Climate Action and Adaptation Plan, City of Buena Park, California. Supporting the City's first Climate Action and Adaptation Plan by assessing vulnerability to climate impacts through GIS and data analysis and helping identify potential strategies to reduce climate vulnerability. (2024–Ongoing)

General Plan Update, City of Newport Beach, California. Supporting a comprehensive update to the General Plan, primarily assisting with the Resilience Report, Safety Element, Natural Resources Element, and environmental justice assessment, as well as performing outreach and engagement. This work entailed analyzing legislation, evaluating existing conditions, drafting policies to address identified issues, and facilitating General Plan Advisory Committee meetings. (2023–2025)

Residential Care Facility Emergency Service Analysis, Marshall Lots LLC, El Cajon, California. Performed analysis of emergency service data obtained from Heartland Fire & Rescue to create emergency service demand projections for a proposed residential care facility in El Cajon, California. Drafted a report to present the findings of data analysis/projections to City Council as part of the permit approval process for the proposed facility. (2024)

Climate Adaptation and Environmental Justice, City of Fresno, California. Assisted the project team with analysis of adopted policy and regulations, GIS analysis to inform the climate vulnerability assessment, and data analysis of environmental justice issues. (2023–2024)

Climate Resilience Report, County of San Luis Obispo, California. Supported assessment of climate hazard exposures and vulnerabilities in identified priority communities and populations across the County to identify potential approaches to reducing vulnerability and increasing adaptive capacity to extreme heat, wildfire, and flooding. (2023–2024)

Regional Adaptation Framework, San Diego Association of Governments, San Diego, California. Served as a key team member to support the client by developing a pathways-based adaptation framework, project checklist for resilience and hazard exposure considerations, and a metrics tool to measure adaptation progress over time. Assisted in providing training to local jurisdictions to use the tools developed as part of the adaptation framework. (2023)

General Plan Safety Element Update, City of Rialto, California. Analyzed existing conditions, including the extent and location of impacts and vulnerable populations, and conducted a vulnerability assessment across several hazards (e.g., wildfire, flooding). (2022–2023)

General Plan Safety Element Update, City of Palos Verdes Estates, California. Analyzed existing conditions, including the extent and location of impacts, vulnerabilities, and adaptive capacity, and conducted a vulnerability assessment across several hazards. (2022–2023)

Specialized Training

- Coastal Resource Management Technical Training, U.S. Peace Corps. 6-week intensive training on coastal ecosystem assessment, community engagement, and local government in the Philippines. 2018.

Lisa Maier, MCP

EMERGENCY RESPONSE AND EVACUATION LEAD

Lisa Maier is a fire protection analyst with 9 years' experience as an environmental planner, specializing in fire protection and evacuation planning, California Environmental Quality Act (CEQA) document preparation, long-range land-use planning, and emergency management planning. In addition, Lisa has worked as a disaster workforce specialist with the American Red Cross. She works with clients to identify and mitigate potential environmental impacts related to wildfire and evacuation and produce defensible CEQA/NEPA documents.



Education

San Diego State University
MCP, City Planning, 2016

University of California, Riverside
BA, Psychology and Political Science, 2006

Professional Affiliations

AEP

Select Project Experience

Wildfire Evacuation Studies/Plans. Each of the following wildfire evacuation studies/plans were prepared to evaluate the project's consistency with relevant emergency evacuation plans and emergency response plans, disclose the prevention and minimization regulations and measures applicable to the project, and determine evacuation times for the existing and post-project conditions, as well as provide emergency preparedness information and resources to increase occupant preparedness and facilitate efficient evacuation in the event of an emergency to support CEQA analysis and findings. Lisa served authored the following reports:

- **Southwest Village Specific Plan Project Wildfire Evacuation Study, San Diego, California** The project would provide a comprehensive policy framework intended to guide future development in Southwest Village.
- **Aquabella Specific Plan Wildfire Evacuation Plan, Moreno Valley, California** The project would comprehensively update the 1999 Moreno Valley Field Station Specific Plan, including land use and other changes to accommodate 15,000 multi-family and workforce housing options; a 49,900 square feet (sf) mixed-use commercial and retail town center with a 300-room hotel; 80 acres of park space comprised of a 40-acre lake, a 15-acre lake promenade encircling the lake, and an additional 25 acres of parkland; 40 acres of schools with up to three elementary school sites and one middle school site; public services and facilities; infrastructure improvements; trails, walkways and irrigated landscaping; and other amenities.
- **Trails at Lyons Canyon Wildfire Evacuation Plan, Los Angeles County, California** The project would construct 516 dwelling units with a mix of attached and detached dwelling units, and affordable senior housing within 40.33 acres.
- **Wiley Canyon Wildfire Evacuation Plan, Santa Clarita, California** The project would construct a 277,108 square-foot senior living facility, 8,914 square feet of commercial space, 379 multifamily residential apartments, a publicly accessible outdoor recreational field space, and off-site circulation improvements.
- **Ventura Botanical Gardens Wildfire Evacuation Plan, Ventura, California** The project would build-out the Ventura Botanical Gardens Master Plan (Master Plan).
- **Hsi Lai Monastery Wildfire Evacuation Plan, County of Los Angeles, California** The project would construct 17 buildings with a combined total of 143,671 square feet of programmed space.

- **Carlton Oaks Wildfire Evacuation Plan, Santee, California** The project would redevelop an existing Country Club and 52-room hotel, into a recreational-oriented mixed-use resort community
- **Renzulli Estates Conceptual Wildfire Evacuation Plan, San Diego County, California** The project would construct 100 new single-family homes and 12 multi-family units as affordable income rentals, along with public roads, public and private utility improvements, and open space area
- **Valley's Edge Specific Plan Wildfire Evacuation Plan, Chico, California** The project would construct a mixed-use community with a range of housing types, commercial uses, parks, trails and recreation and open space areas on approximately 1,448-acre.
- **Nakano Project Wildfire Evacuation Plan, Chula Vista, California** The project would construct 215 residential dwellings units consisting of 61 detached condominiums, 84 duplexes and 70 multi-family dwelling units.
- **Banning Commerce Center Wildfire Evacuation Plan, Banning, California** The project would construct a 1,320,284 square foot warehouse.
- **Moon Camp Wildfire Evacuation Plan, County of San Bernardino, California** The project would construct 50 single family residential units.
- **Trails at Carmel Mountain Ranch Wildfire Evacuation Plan, San Diego, California** The project would redevelop the Carmel Mountain Ranch Country Club and associated 18-hole golf course, which includes the development of 1,200 multi-family homes and a mix of open space and recreational uses.
- **Questhaven Wildfire Evacuation Plan, San Diego County, California.** The project would construct 64 residential units.
- **Berggruen Institute Emergency Wildfire Evacuation Plan, Los Angeles, California.** The project would construct a campus designed to house the Berggruen Institute's educational programs, fellowships, scholars, and administration.

Additional Multi-Hazard Evacuation Studies and Emergency Response Plans

Avila By the Sea Evacuation Study, County of San Luis Obispo, California Authored the Evacuation Plan for the Questhaven Project. The project would construct additional facilities for the Avila Beach Resort, including Hospitality Center, Lodge, Spa Facility, Harford Canyon Cottages, and an Outdoor Pavilion with Support Bar, as well as additional parking facilities. This Evacuation Study is an all hazards assessment and evacuation analysis.

Point Molate Wildfire Emergency Response Plan, Richmond, California. Authored the Wildfire Emergency Response Plan for the Point Molate Mixed-Use Project. The project will involve a mixed-use community that would include 1,452 residential units, 453,774 square feet of non-residential uses, and approximately 193 acres of open space. The WERP established pre- and post-wildfire response measures and long-term recovery standards, as well as protocols for evacuation and community education and outreach.

Point Molate Multi-Hazard Emergency Response Plan, Richmond, California. Authored the Multi-Hazard Emergency Response Plan (MHERP) for the Point Molate Mixed-Use Project.

Michael Huff, RCA

EMERGENCY RESPONSE/EVACUATION PLANNING

Michael Huff is founder and manager of the Dudek Urban Forestry/Fire Protection Planning team with 33 years' experience as a forester and fire protection planner. Michael specializes in management of communitywide and project-specific fire protection plans (FPPs), fire master plans, wildland–urban interface (WUI) fire management plans, wildfire hazard reduction projects, California Environmental Quality Act (CEQA) supporting technical documents, and impact analysis studies.



Education

Northern Arizona University
BS, Forest Management, 1992

Certifications

Registered Consulting Arborist (RCA), No. 640

Certified Arborist, No. WE-4276A

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

Laguna Beach Fire Department-Approved Fire Protection Planner

Certified Wildland Fire Ecologist

Professional Affiliations

American Society of Consulting Arborists

National Fire Protection Association – International

California Fire Chief's Association – Fire Prevention Officers

Select Project Experience

South Orange County Wastewater Authority Coastal Treatment Plant Fire Protection Planning, South Orange County Wastewater Authority, Aliso Canyon, California. Managed and prepared this FPP that provides a summary of the Coastal Treatment Plant's wildfire risk associated with specific operations, staffing, and its WUI location. In addition, the FPP provides a summary of existing conditions and recommended measures for "enhanced" fire protection and safety based on the site's unique function, facilities, and location within a wilderness park. Among the recommended measures are strategic fuel modification, building ignition resistance retrofits, fire suppression equipment, and training

Fire Master Planning; Various Mixed Use Projects; Counties of Orange, San Diego, Riverside, Ventura, Los Angeles, and More, California. Manages multiple fire master planning projects providing fire code review of site engineering plans, advising clients on code requirements, developing alternative materials and methods approaches to code inconsistencies, and guiding preparation of AutoCAD generated fire master plan sheets that summarize fire access, water/hydrants, and related fire response features.

Orange County Battery Energy Storage System, Confidential Client, Orange County, California. Managed this project to prepare an Orange County Fire Authority (OCFA) documentation of the BESS project and its code consistency. Dudek also prepared a fuel modification plan and coordinated with OCFA to an acceptable plan that deviates from standards.

San Diego County Battery Energy Storage System, Confidential Client. San Diego, California. Managed, analyzed and wrote a fire protection plan for a BESS project in San Diego County. The project included strong public opposition, and the fire protection plan evaluated the project's overall fire safety and implemented various measures to prevent an on-site fire from burning into off-site fuels. Attended community planning meetings in support of the fire safety analysis results.

Wildfire Mitigation Plans, Numerous Municipal Utilities, Multiple Locations, California. Prepared and managed several Wildfire Mitigation Plans (WMPs) for California municipalities and California located energy projects. The California Public Utilities Commission requires WMPs to evaluate wildfire risk and project safety and a detailed plan for reducing and managing risk through available methods and approaches. Dudek also serves as a WMP reviewer for the member utilizes of the Northern California Power Agency.

Burbank Water and Power Wildfire Mitigation Plan, City of Burbank Water and Power, Burbank, California. Prepared a Wildfire Mitigation Plan for the City of Burbank Water and Power that is consistent with the CPUC requirements. The Wildfire Mitigation Plan documents risk categories and the efforts that have been made or will be made to minimize the potential for vegetation ignitions.

Wildfire Mitigation Plan Third-Party Reviews, Various Clients, Multiple Locations, California. Provided third-party review and acted as manager for several projects where Dudek was tasked with reviewing Wildfire Mitigation Plans for municipal utilities for CPUC requirement compliance. Dudek reviewed the plans, provided recommended corrections/additions, and presented findings at public meetings.

Suncrest Renewable Energy Facility Wildfire Mitigation Plan, HorizonWest Transmission, San Diego County, California. Prepared the first Wildfire Mitigation Plan for the Suncrest facility in 2019 with significant coordination and input from HorizonWest Transmission operations and planning personnel. Updated the plan to convert to the California Public Utilities Commission (CPUC) new format in 2020. The comprehensive Wildfire Mitigation Plan documents all policies, measures, and plans that are implemented or planned to be implemented to reduce risk of vegetation fires.

Confidential Solar and Wind Renewable Energy Projects, Various Clients, San Diego County, California. Managed fire protection and evacuation planning documents for large scale renewable energy projects, including solar farms and wind energy projects. Dudek's role was to evaluate the potential for wildfires related to the projects and develop measures to protect the facilities while minimizing potential ignitions associated with the projects. Additional planning documents included Construction FPPs, Technical Fire Response Plans, and Fire Safety Plans.

San Diego County Battery Energy Storage System, Confidential Client, San Diego, California. Managed, analyzed and wrote a fire protection plan for a BESS project in San Diego County. The project included strong public opposition, and the fire protection plan evaluated the project's overall fire safety and implemented various measures to prevent an on-site fire from burning into off-site fuels. Attended community planning meetings in support of the fire safety analysis results.

San Diego County Battery Energy Storage System, Confidential Client, San Diego, California. Managed the preparation of a San Diego County Fire Protection District consistent Fire Protection Plan for this confidential BESS project. The project includes focused fire protection features and fuel modification zones to accommodate code requirements while working within the site's constraints. Coordinated and lead meetings with the fire protection district throughout the completion of the FPP.

Fire Protection Due Diligence Evaluations for Battery Energy Storage System Projects, California, Confidential Client, San Diego, California. Manages a contract with a confidential client and provides fire protection and code consistency analysis for BESS projects throughout California. Projects include outdoor and indoor BESS facilities and Dudek evaluates the proposed site and conceptual site plans and provides plan review and code consistency analysis with a technical memorandum deliverable. Dudek also provides pre-public meeting preparedness to clients' representatives to discuss potential issues and appropriate responses.

Amanda Meroux, TE

EMERGENCY RESPONSE/TRANSPORTATION MODELING

Amanda Meroux (*uh-MAN-duh meh-ROO; she/her*) is a traffic engineer with 7 years' experience, specializing in multimodal traffic modeling and site access analysis, along with the preparation of traffic impact analysis (TIA), technical documents, site access and roadway design, and traffic control plans. Amanda has an educational backgroud in civil and environmental engineering, emphasizing air quality and transportation studies. She has experience working with TIA procedures, including vehicle miles traveled (VMT) analysis, data collection, cumulative project development, trip generation calculations, level of service (LOS) analysis for intersections and roadway segments, signal warrant analysis, construction traffic, internal circulation and access evaluation, and vehicle turning analysis. Additionally, she has experience modeling and simulating traffic during evacuation events, specifically related to wildland fires. She has experience with various types of transportation and design software, including PTV Vistro/Vissim, Synchro/SimTraffic, Traffix, AutoTurn, and Highway Capacity Software, as well as other technical programs, such as ArcGIS and AutoCAD.



Education

University of California, Davis
BS, Civil and Environmental Engineering, 2017

Certifications

Professional Traffic Engineer, CA No. 3097

Professional Affiliations

American Society of Civil Engineers (ASCE)

Institute of Transportation Engineers (ITE)

Select Project Experience

Mesa Verde Specific Plan, Mesa Verde Owner LLC, Calimesa, California. Conducted traffic simulation modeling using PTV Vissim software to analyze wildfire evacuation scenarios associated with the development of the Mesa Verde Specific Plan (MVSP), an approximately 1,463-acre plan area in the City of Calimesa. The MVSP area includes up to 3,650 residential units, over 4 million square feet of proposed business park land uses, 300,000 square feet of commercial and mixed-use land uses, elementary schools, open space and public/private parks, utility infrastructure, and roadways. Traffic simulation modeling included analysis of travel times throughout the Specific Plan area and consideration of future planned projects and roadway infrastructure, both with and without the addition of project traffic, under 19 evacuation scenarios.

Western Hills Residences Project, Lewis Land Developers, LLC, Chino Hills, California. Conducted traffic simulation modeling using PTV Vissim software to analyze wildfire evacuation scenarios associated with the development of the Western Hills Residences, a 187 dwelling unit apartment complex in the City of Chino Hills. Traffic simulation modeling included analysis of travel times from the study area and consideration of future planned projects and roadway infrastructure, both with and without the addition of project traffic, under five (5) evacuation scenarios throughout the Carbon Canyon Road corridor.

Canyon Hills Project, Warmington Residential, Chino Hills, California. Conducted traffic simulation modeling using PTV Vissim software to analyze wildfire evacuation scenarios associated with the development of the Canyon Hills Project, a 95-dwelling unit, single family home development on approximately 17 acres in the City of Chino Hills. Traffic simulation modeling included analysis of travel times from the study area and consideration of future planned projects and roadway infrastructure, both with and without the addition of project traffic, under five (5) evacuation scenarios throughout the Carbon Canyon Road corridor.

Avila by the Sea Fire Protection and Evacuation, Covelop, Avila Beach, San Luis Obispo, California. Conducted traffic simulation modeling using PTV Vissim software to analyze wildfire evacuation scenarios associated with the expansion of the Avila by the Sea Resort. Traffic simulation modeling included analysis of travel times throughout the Avila Beach region, including the Town of Avila Beach and surrounding communities, both with and without the addition of project traffic, under 14 evacuation scenarios.

Cascades Industrial, LDAR Cascades, LLC, Sylmar, California. Conducted traffic simulation modeling using PTV Vissim software to analyze wildfire evacuation scenarios associated with the development of Cascades Industrial, an 811,970 SF industrial/warehousing project on approximately 46 acres in Sylmar, Los Angeles. Traffic simulation modeling included analysis of travel times from the study area and consideration of future planned roadway infrastructure, both with and without the addition of project traffic, under three (3) evacuation scenarios throughout the northern Sylmar area, north of I-210 and east of I-5.

Aviara Oaks Elementary School Modernization, Carlsbad Unified School District, Carlsbad, California. Utilized PTV Vissim, a multimodal traffic simulation modeling software, to conduct an on- and off-site circulation analysis for proposed school driveway relocations and changes to student drop-off and pick-up configurations. The project site included the Aviara Oaks Elementary School and adjacent Aviara Oaks Middle School campus, along with the school driveways and adjacent roadway network. On- and Off-site improvements were analyzed as part of a modernization project of the elementary school campus, and Vissim modeling software was used to help direct the project team in optimizing designs for vehicle, bicycle, and pedestrian circulation. The design team utilized findings from the Vissim modeling effort in final access designs, and signing/striping plans and traffic control plans were developed in coordination with the civil team.

Santa Barbara Community Wildfire Protection Plan Programmatic Environmental Impact Report, City of Santa Barbara, California. Prepared the transportation section of the environmental impact report (EIR) for the comprehensive fire management program for the City of Santa Barbara, known as a Community Wildfire Protection Plan (CWPP). The purpose of the project is to update the City's 2004 Wildland Fire Plan to account for changes in the City's fire environment and work completed under the 2004 Plan with a comprehensive, coordinated plan to mitigate the impact of wildland fire to the City. The transportation section included analysis of existing transportation conditions within the City, including bicycle, pedestrian, and transit facilities, as well as analysis of associated regulatory requirements, potential impacts, and mitigation measures related to implementation of the proposed CWPP.

Facilities Master Plan Programmatic EIR, Orange County Sanitation District, Orange County, California. Assisted in the preparation of the transportation section of the EIR, providing an analysis of the transportation and traffic impacts associated with implementation of the proposed Facilities Master Plan (FMP) projects. FMP projects addressed in the Programmatic EIR (PEIR) would be located at various sites throughout the Sanitation District's service area, which covers an approximately 479-square-mile area within the northwestern and central portions of Orange County, and include a series of approximately 83 Capital Improvement Program projects proposed to be implemented by the Sanitation District through 2040 to rehabilitate, replace, and optimize their existing facilities in continued service to residents and businesses within their service area. The transportation section analyzed the potential construction-related (temporary) transportation impacts and operations-and-maintenance-related (permanent) transportation impacts related to four FMP project components.

Arthur Chen

TRAVEL DEMAND MODELER



Arthur Chen (*AAR-thr CHEN*) is a transportation planner and Dudek's lead travel demand modeler with 13 years' experience in city and transportation planning. He has been working primarily as a transportation modeler throughout his career, with extensive experience on various travel demand models around the San Francisco Bay Area. He also has extensive experience with active transportation plans, such as making bicycle maps for the cities of Belmont and Seaside. Other experience includes doing transportation impact studies for various projects in the Bay Area. He has worked for TJKM as a transportation modeler for various transportation and land use projects and has also worked at the Stanislaus Council of Governments as a transportation modeler, planner, and Census researcher. Arthur has created various census maps for use in the federally mandated Unmet Transit Needs assessments for Stanislaus County. In addition, Arthur has worked on the creation of a new geographic information system (GIS) mapping layer for the Town of Danville and designating traffic signal locations along with DUI-related incidents in the town. Arthur has experience with the San Joaquin–Stanislaus–Merced Counties Three-County transportation model. He also has experience in preparing full Regional Transportation Plans. Arthur has experience with Trafficware Synchro, ESRI ArcGIS, and Citilabs Cube.

Education

University of Southern California, MA, Urban Planning

University of California, Berkeley, BA, Geography

Professional Affiliations

Institute of Transportation Engineers

American Planning Association

Select Project Experience

Solano Napa Activity Based Model On-Call Land-Use, Transportation, and Socioeconomic Modeling and Forecasting Services; Solano and Napa Counties; Solano Transportation Authority; California. Served as task lead for the Solano Transportation Authority providing travel demand modeling on-call services. The services include developing the new Activity Based Model, calibration/validation, and maintenance of the model. The main goals of this project were to develop a new model based on Metropolitan Transportation Commission (MTC) Travel Model 1.5 and adding additional detail in Napa and Solano networks and zones; calibrate the model to improve highway and transit validation; Public Transit assignment validation on Capital Corridor Rail, Express Bus, local bus, and access to BART and ferry; serve as a custodian and authoritative keeper of the model, maintain files, hardware, and software, and respond to requests from Solano Transportation Authority and Napa Valley Transportation Authority; and design and implement model updates in response to regulations/policies, such as MTC Congestion Management Program Modeling Consistency Guidelines, Senate Bill 743 Vehicle Miles Traveled Analysis, Active Transportation Plans, etc.

Senate Bill 743 Vehicle Miles Traveled Implementation and Mitigation Measures, City of Morgan Hill, California. Served as task lead assisting with the setup of the Vehicle Miles Traveled (VMT) thresholds and implement mitigation measures. The work includes evaluating VMT methodologies and tools available for the City, tailoring the Santa Clara County VMT Evaluation tool for local needs, extracting VMT metrics from the regional travel demand model for Morgan Hill, creating VMT threshold maps, and identifying Mitigation Measures.

Travel Demand Model Update, San Joaquin Council of Governments, San Joaquin County, California. Served as travel demand modeler. Assisted in updating the San Joaquin Council of Governments Travel Demand Model to a new base year of 2016. Tasks included calibration and validation of the new model, creation of VMT extraction scripts, and network updates to both the roadway and transit systems.

South County Corridor Study, Stanislaus Council of Governments, Stanislaus County, California. Served as modeler/traffic engineer who assisted with feasibility study evaluating the existing conditions and future conditions for various alternatives. Offered intersection control and geometric recommendations, bicycle and pedestrian accommodations, and potential bus stop locations.

Stanislaus Council of Governments Federal Transportation Improvement Program, Stanislaus Council of Governments, Stanislaus County, California. Served as modeler/planner. Assisted in creating a four-year program of transportation improvements based on long-range goals. The purpose of the document was to ensure federal funding continued to flow into the Stanislaus region as a result of complying with numerous federal regulations.

Three County Model Covering Stanislaus, San Joaquin, and Merced Counties; San Joaquin Council of Governments; California. Served as task lead. Assisted the San Joaquin Council of Governments, Stanislaus Council of Governments, and Merced County Association of Governments to update the Three County Travel Demand Model (TCM) to the year 2016 and provide support through 2021. In 2018, also updated the model to base year 2015 and prepared it for the 2018 RTP. The main tasks of this project are to perform a thorough QA/QC of the model to reduce redundancy, remove deadweight, and improve model performance; improve transit components in the model to be able to validate ridership on regular and high-quality transit; prepare the model to be used to forecast improvements in Altamont Commuter Express commuter train services and Valley link connections to BART; update, calibrate, and validate the TCM to the year 2016; provide assistance in 2021 RTP/SCS development; and provide on-call support of the model until 2021. The TCM will be one of the best data sources for the travel demand for San Joaquin intercity passenger rail services as well as Altamont Commuter Express commuter train services. Travel Demand Modeler. Assisted in updating the San Joaquin Council of Governments Travel Demand Model to a new base year of

San Joaquin Valley Goods Movement Study–Phase III, Council of Fresno County Governments, Location, California. Modeler that assisted with updating and improving the San Joaquin Valley-wide truck model used to evaluate the impacts of truck studies, such as bypass lanes, truck only lanes, truck diversions, etc., on vehicle-miles traveled, delay, safety, and air quality for each of the eight counties. The study was undertaken by Caltrans and eight state-designated, regional, transportation-planning agencies and federally designated, metropolitan, planning organizations within the San Joaquin Valley.

Raoul Rañoa

VISUAL STORYTELLING



Education

California Polytechnic State University, Pomona
BA, Communications (Journalism focus)

Raoul Rañoa is the lead of the Dudek Visual Storytelling practice. His 30-year career includes roles at the Los Angeles Times where he honed his expertise in breaking down complex data and processes into visual stories suitable for both expert and general audiences. He currently creates scientific visualizations for JPL/NASA contributing visuals to high-profile JPL/NASA projects, such as the Mars helicopter and Ceres Mission Study. Raoul has prepared print, online, animated, and interactive visuals covering every facet of the environmental consulting industry and has led the development of visuals for many climate action plans. He also prepared visuals for the award-winning San Diego State University Mission Valley Campus Master Plan/Design Guidelines and led the development of the San Diego Association of Governments (SANDAG) Adaption Guidelines and Resilience Toolkit. Raoul is knowledgeable in print and web graphics production, including prepress, vector and 3D illustration, geographic information system (GIS), social media, video, and motion graphics. He has university-level teaching experience, as well as experience in technical editing, writing, reporting, and cartography. He has given presentations on Visual Communications at the 2021 Western Groundwater Congress, JPL, Loyola Marymount University and the American Planning Association. Raoul has been a key member of Pulitzer Prize–winning investigative journalism teams and his scientific visualizations for JPL have also been included in a recent Space Studies Board/National Academy of Sciences' Planetary Science and Astrobiology Decadal Survey. His interactive and illustrative work at Dudek has been awarded by organizations such as the American Planning Association and his work at the Los Angeles Times has been awarded multiple times by the Society of News Design, an international design competition which he also judged in 2016. Additionally, Raoul's data visualizations are nationally recognized, having been featured in the Best American Infographics book series two years in a row.

Select Project Experience

Climate Action and Adaptation Plan, County of Yolo, California. Led coordination, creation, and development of infographics and the web portal outlining efforts to meet a carbon-negative footprint by 2030.

Holistic Implementation of Adaptation and Transportation Resilience Strategies, SANDAG, City of San Diego, California. Led and managed production the SANDAG Adaptation and Transportation Resilience Strategies Toolkit and Guidebook. Developed design, visual approach, and creation of the interactive/print documents. Oversaw layout, edits and development of color palette, branding, typography, image section, data visualization and infographics.

Community Engagement and Equity Strategic Development and Implementation, Yolo County Climate Action and Adaptation Plan, Yolo County, California. Led front-end design and assisted with development of Yolo CAAP website providing outreach, communication and engagement to Yolo County. Coordinated with client to create interactive schedules, illustrations and contact form.

City of Rialto Climate Adaptation Plan, City of Rialto, California. Designed and developed all maps, data visualizations and infographics.

City of Davis Parks and Community Services Outreach StoryMap, City of Davis, California. Designed public outreach website/StoryMap and social media images illustrating demographic and infrastructure changes in City of Davis between 2012 and 2023.

Inland Empire Community Foundation (IECF) Digital RPP, Riverside, California. Serving as project manager for the creation of StoryMap/Experience Builder outlining the IECF's Regional Priority Plan. Deliverables include custom infographics and imagery that client will re-purpose for social media/public outreach efforts.

Technical Services for Spatial Analysis and Visual Storytelling, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, City of Asuza, California. Serving as project manager for a broad suite of technical services pursuant to the Environmental Integrity Analysis and Community Vulnerability Analysis. Duties include design and creation of data visualizations, development of Interactive Regional Priorities Map using ESRI Experience Builder/StoryMap platform, and creation of public outreach and engagement products on wildfire resilience.

Shot Hole Borer Regional Priority Plan StoryMap, Inland Empire Resource Conservation District, County of San Bernardino, California. Coordinated, created, and executed the creation of a StoryMap/Experience Builder detailing the spread and mitigation of the Shot Hole Borer.

National Planning Conference StoryMap, American Planning Association, San Diego, California. Developed award-winning StoryMap highlighting key historical locations in San Diego County.

Aerial Analysis for San Joaquin Marsh, Irvine Ranch Water District, Irvine, California. Crafted data visualizations outlining changes in the vegetation index and land cover from 2006 to 2020.

San Diego Canyonlands Carbon Storage and Sequestration Study, County of San Diego, California. Crafted data visualizations outlining carbon storage, land cover, and sequestration data for multiple watersheds.

Other-to-Residential Toolkit, Southern California Association of Governments, City of Los Angeles, California. Designed data visualizations/online graphics for the Southern California Association of Governments Other-to-Residential digital Toolkit.

San Diego State University Mission Valley Campus Master Plan/Design Guidelines, San Diego State University, San Diego, California. Responsible for Environmental Impact Report and Design Guidelines infographics covering all aspects of the project, including utilities, hydrology, and emergency response.

Globemaster Corridor Specific Plan Environmental Impact Report/Environmental Impact Statement, City of Long Beach, California. Led layout and design of Specific Plan and assisted with formatting and design of figures.

Environmental On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaption Guidelines, San Diego Association of Governments, San Diego County, California. Responsible for data maps and 3D infographics illustrating the impacts of sea-level rise on local communities.

City of San Diego Annual Housing Report, City of San Diego, California. Responsible for GIS mapping, data visualization, and design of Housing Report displaying city of San Diego housing statistics.

Melanie Betlach

DESIGN AND LAYOUT

Melanie Betlach (*MEL-uh-nee BET-lock; she/her*) is a seasoned graphic designer with 24 years' experience creating award-winning visually captivating work. She has a diverse portfolio containing logo and branding development, page layout, and brochure design, large banner and signage design, presentation design, and custom illustration. Melanie leads creative teams by inspiring creativity with efficiency to help visually elevate work products in a cost-effective manner. She has extensive experience working with government and public agencies, educational institutions, and private entities, understanding the needs of each. Melanie's ultimate goal is to maximize understanding of and engagement with designed materials and has a special interest in accessibility and Americans with Disabilities Act (ADA) compliance.



Education

Academy of Art University
MFA, New Media/ Computer Arts, 2001

University of California, Santa Cruz
BA, Biology, 1996

Professional Affiliations

American Institute of Graphic Arts (AIGA), No. 975476

Creative Pro

Select Project Experience

Climate Action and Adaptation Plan, Costa Mesa, California; *Style Guide, PowerPoint Template, Custom Word Template, Icons, Outreach Boards, Website Assets.* Served as creative manager for this climate action and adaptation plan (CAAP) which included a custom project brand, style guide, outreach materials and templates. (2025)

CAAP, Buena Park, California; *Style Guide, Report Layout, Outreach.* Served as creative manager for team that developed an ADA-compliant project style guide, outreach templates, and branded layout for this CAAP. Efficiencies in process utilized to allow for faster layout and cost savings for the client as well as easier collaboration on content development. (2025)

Climate Action Plan, City of Lincoln City, Oregon; *Report Layout Template and Slipsheets.* Served as creative manager on the creation of a branded and accessible InDesign report template utilizing WordsFlow for efficiency. Templated slipsheets for strategy and implementation tasks under the project brand created consistency in the document. (2024)

Climate Action Plan and Environmental Justice Element, City of Fresno, California; *Style Guide, Outreach Materials and Report Layout*. Part of the team that created an ADA-compliant style guide, outreach postcards and flyers, and the CAP and EJ report layout. (2024)

Climate Action Plan, San Diego County Water Authority, California; *Report Template Design*. Created an ADA-compliant, engaging InDesign template for the project that included efficiencies such as WordsFlow, allowing for easy updates from the client and faster layout time. Creative manager for the team that completed page layout. (2025)

CAAP, County of Yolo, California; *Logo and Branding, Illustrations, Outreach Materials, and Report Layout*. Served as creative manager for the team that was responsible for creating a comprehensive creative package, including logo design, style guide, Community Engagement Plan graphics and slipsheets, presentation design, custom Word

template design, outreach materials such as stickers, a coloring book and posters, and full report layout of the Yolo County CAAP. (2024).

Climate Adaptation Plan, City of Rialto, California, *Report Layout*. Served as part of a team of graphic designers responsible for the layout of the City of Rialto Climate Adaptation Plan. Worked on the design and layout of the document to create a clear and concise layout featuring the Dudek technical team's content related to the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. (2021)

Community Forest Management Plan, County of Los Angeles, California, *Report Layout*. Served as part of a large creative team that worked on layout and design of the CFMP and Canopy Book, including community maps. (2024)

Aging Readiness Plan, Clark County, Washington. *Report Layout Template.* Coordinating with the Dudek Planning and Urban Design team, worked on the ADA-compliant design, layout, and iconography for this report layout. (2024)

Metro Area Plan, County of Los Angeles, California; *Custom Word Template Design*. Designed a County of Los Angeles–branded Microsoft Word template and collaborated with the Dudek Publications team in the execution of this lengthy document. (2023)

Sustainable Groundwater Management Program/Tribal Government and Underrepresented Community Technical Assistance Program, California Department of Water Resources; *Logo, Style Guide, Outreach Materials, Illustrations, and Report Layout*. Created an ADA-compliant and accessible logo and visual style guide for the program. As part of the project team, developed multilingual, branded materials, including K–12 educational lesson plans for 10 hydrologic regions, outreach brochures, posters, and presentation templates. Served as creative co-lead on custom illustrated graphic novels for tribal water stories. (2023)

Community Needs Assessment and Strategic Plan, City of Davis Parks and Community Service Department, California, *Project Branding and Custom Word Template Design*. Served as creative lead on project logo and style guide development and created Word template design for the report. (2024)

San Pasqual Valley Resource Management Guide, City of San Diego, California; *Report Layout*. Designed and prepared a 155-page public guide, in collaboration with technical designers and hydrogeologists, in an effort to help identify and reduce sources of sediment and nutrients to the surface waters and groundwaters in San Pasqual Valley while simultaneously identifying steps to preserve the cherished natural and cultural resources. (2022)

Waterfront Specific Plan, City of Eureka, California; *Report Layout*. Utilizing the City of Eureka's new branding, created the Plan Report in book format in Adobe InDesign, compiling multiple chapters and linking with active Microsoft Word documents to allow for easy updating and coordination with the City. (2022)

Master Plan, San Mateo County Harbor District, California; *Report Layout*. Created a stunning and communicative 87-page, high-profile master plan that serves to guide future capital improvement projects, develop land and water under the District's jurisdiction, resolve existing land use conflicts, and identify future physical improvements and opportunities for new District activities at Pillar Point Harbor and Oyster Point Marina/Park. (2021)

Mark McGinnis

GIS



Mark McGinnis is Dudek's geographic information systems (GIS) group manager and has 19 years' experience in geospatial technologies and application development in both the private and public sectors. Mark has been responsible for project management and coordination, application development, software integration, spatial modeling/analysis, best practices initiatives, data development, and map production. His experience includes database development and management, spatial analysis, spatial model building, and online Web and mobile applications.

Mark has assisted in the preparation of habitat conservation plans (HCPs), biological resources technical reports, and environmental impact reports (EIRs). He has also provided needs assessments and as-needed GIS services to municipalities and agencies. In addition, Mark has provided GIS support for numerous biological resources reports, wetlands permitting and jurisdictional delineation.

Education

San Diego State University
MA, Geography (Geographic Information Science emphasis), 2001

University of California, Santa Barbara
BA, Geography (Geographic Information Science emphasis), 1998

Certifications

FEMA Basic Hazards – U.S. Multi-Hazard

Professional Affiliations

San Diego ESRI Technology Showcase

Urban and Regional Information Systems Association

Select Project Experience

Mid-Coast Corridor Project, San Diego Association of Governments, San Diego County, California. Served as principal GIS analyst supporting this project to navigate the permitting process for developing a transportation corridor in the City of San Diego. Technical studies include a biological technical report, wetland delineation report, least Bell's vireo focused survey report, and a California gnatcatcher focused survey report. This project has required development of a diverse set of GIS data layers that supports maps and analysis in varying formats and complexity. Project is in progress.

Malibu Parks Public Access Enhancement Project, Mountains Recreation and Conservation Authority, City of Malibu and Unincorporated Los Angeles County, California. Served as primary GIS analyst for the Malibu Parks Public Access Enhancement project located in the City of Malibu and unincorporated Los Angeles County. The 28-acre project includes development of a comprehensive plan, consisting of a public works plan and City of Malibu local coastal program amendment, to address park and recreational facility program needs for four city- and state-owned parklands. Responsible for all aspects of GIS data collection, analysis, and display.

As-Needed GIS Services, City of Indian Wells, California. Served as GIS manager working with the City of Indian Wells providing GIS support for their Planning department. First task involved modifying their overall GIS setup and design to improve the workflow to process and display GIS data. The City's GIS layers were organized into a geodatabase, and attributes modified to make the editing process smoother and more streamlined. Map templates have been produced to automate cartographic production, and a script was developed to download data from Riverside County's website. In addition, a GIS layer showing short-term rental locations based on parcels was created.

Habitat Conservation/Preservation Framework Study, San Bernardino Association of Governments (SANBAG), San Bernardino County, California. Served as principal GIS analyst. Tasks included data management, analysis/modeling, and map production. Data has been compiled, organized and assimilated from a variety of sources into a comprehensive GIS database. Project flow has been dynamic, requiring map production supporting day-to-day client interaction and timely decision making. Project is in progress.

Ramirez Canyon Park Recreational Improvements and Operations Program, Mountains Recreation and Conservation Authority, City of Malibu and Unincorporated Los Angeles County, California. Served as principal GIS analyst for the proposed public works project/public works plan for the 28-acre Ramirez Canyon Park Recreational Improvements and Operations Program located in the City of Malibu and unincorporated Los Angeles County. Responsible for all aspects of GIS data collection, analysis, and display. Project is complete.

Initial Management Action Plan, Rancho Mission Viejo Company, Orange County, California. Served as principal GIS analyst supporting technical studies and report production for Rancho Mission Viejo's habitat preserve management. Project utilizes a diverse and complex suite of GIS layers that have been developed for the project or are currently under development. Technical studies include a cactus wren (*Campylorhynchus brunneicapillus*) focused survey report, and annual monitoring and maintenance reports for key habitats and species. Project requires coordination with numerous consultants and governmental agencies.

Del Dios Preserve, San Diego County Parks and Recreation Department, San Diego, California. Served as principal GIS analyst supporting this project to conduct multiple studies within a designated preserve area. Technical reports include a biological baseline biodiversity survey and vegetation management plan. Biologists have conducted and will be conducting wildlife and rare plant surveys. In support of these reports, a diverse set of GIS layers has been utilized and created. Data includes vegetation communities, sensitive species, and invasive species. Project is in progress.

San Jacinto Land Management Plan, CDFW, Riverside County, California. Served as principal GIS analyst responsible for a land management plan for CDFW. Project required collection, development, and analysis of multiple layers. The study has helped in the creation of a future plan of development for the preserve areas. Project is complete.

San Fernando Valley Spineflower Management Plan, Newhall Land and Farming Company, Los Angeles County, California. Served as principal Responsible for management, creation, and display of GIS layers. Modeled suitable habitat for San Fernando Valley spineflower through GIS overlay analysis. Produced three-dimensional graphics in support of the document. Project is in progress.

Tehachapi Upland Multiple Species Habitat Conservation Plan (MSHCP), Tejon Ranch Corporation, Kern County, California. Served as principal GIS analyst for the Tehachapi Upland MSHCP project, which consists of approximately 138,000 acres of undeveloped land on the southern border of Kern County. Responsible for management, creation, and display of hundreds of GIS layers. The GIS database maintains and analyzes complex species habitat modeling parameters for 26 species. Primary graphics producer for the MSHCP and EIR/environmental impact statement (EIS) documents. Project is in progress.

Southern Orange County Subregion NCCP/HCP, Rancho Mission Viejo Company, Orange County, California. Served as principal GIS analyst on controversial 130,000-acre NCCP/HCP for southern Orange County. Responsible for management, creation, and display of GIS layers. Lead GIS data coordinator between the County of Orange, Rancho Mission Viejo, and wildlife agencies. Conducted reserve design analysis in relation to biological resources and produced maps for public hearings and stakeholder meetings. Primary graphics producer for the NCCP/HCP and EIR/EIS documents. Project is complete.

DUDEK

Stephanie Hanson-Mckenzie

GIS

Stephanie Hanson-Mckenzie is a geospatial analyst with 5 years' professional experience specializing in GIS, natural resources, field data collection, analyses, cartography, and database administration. Stephanie supports energy development, housing development, and utility improvement projects throughout the Western United States.

Education

Buffalo State College
MS, Great Lakes Environmental Science, 2021
BS, Environmental Earth Science, 2017

Select Project Experience

Newport Beach General Plan Update, City of Newport Beach. Creation of clear and detailed visuals in support of the City's ongoing General Plan Updates, and for public display and outreach. This involved creation of a custom basemap incorporating key local features and infrastructure on which key General Plan element datasets could be overlaid for maximum clarity.

Oxnard Local Coastal Plan Amendment, City of Oxnard. Assisted in spatial analyses and figure creation supporting impact modeling on resources and communities in the City of Oxnard. Figures were created using existing visuals as references where possible. Figures were designed for public outreach and display as well as for plan inclusion, focusing on clarity and aesthetics.

Relevant Experience

Geospatial Analyst, Dudek – Portland, Oregon. Geospatial data analysis and map preparation for clients on the West Coast and Southwestern United States. Process and QAQC field data, prepare report figures. Prepare field data collection maps using ArcGIS Field Maps, ArcGIS Online web-applications. Prepare figures for municipal General Plan, Local Coastal Plan amendments. (2024 – Present)

GIS Specialist, Buffalo Sewer Authority - Buffalo, New York. Management of MS4 Permit and Stormwater pollution prevention program. Creation of apps for asset and green infrastructure field inspections. Management of sewer infrastructure spatial data, data edits and quality control in GIS as well as CAD drawings. Organization and maintenance of historical sewer record drawings, updating as needed. Field mapping/data collection for separate storm sewers. Construction project management. Data facilitated site selection for capital project planning. (2021 - 2023)

Information Technology Specialist - GIS, Erie County - Buffalo, New York. Creation of apps for field data collection and field inspections of Stormwater infrastructure and management practices. Management and maintenance of Stormwater system data for MS4 area municipalities in Erie and Niagara County, NY. Use of ArcGIS, QGIS, Python-based geospatial programming to support ongoing compliance with federal and state regulations. Creation of map and data deliverables for each MS4. Community outreach on environmental science literacy and Stormwater pollution prevention. (2021)



Chelsea Richer, AICP

Transportation

About

Chelsea has 15 years of experience in transportation planning, focusing on sustainable transportation and climate action planning, across a broad set of low-carbon modes and strategies – transportation resilience planning, evacuation analysis, first/last mile planning, multimodal safety, VMT reduction policy, and transportation demand management (TDM). Chelsea leads the Fehr & Peers companywide discipline group on Climate Change & Resilience. Chelsea excels on projects that center transportation equity, data analysis, project evaluation, and community engagement as the tools to inform better decision-making and better outcomes. Her technical practice areas are underpinned by strong communication skills, attention to detail, and experience managing complex planning projects with interdisciplinary teams.

Education

Master of Urban & Regional Planning, University of California, Los Angeles

Bachelor of Arts, Environmental Studies & Public Policy, University of Chicago

Registrations

American Institute of Certified Planners (AICP) No. 027878

Affiliations

California Planning Foundation Board Member

American Planning Association (APA) Los Angeles Section Member

Expertise

Climate Change & Transportation Resiliency

Evacuation Studies

Transit Access & First/Last Mile Planning

VMT Policy and Analysis

Bicycle and Pedestrian Planning

Multimodal Corridor Planning

Transportation Demand Management

Years of Experience

Total: 15

With Fehr & Peers: 12

Presentations

- Dignified Design: Bus Shelters that Elevate the Transit Experience in Underserved Communities. ASLA Conference on Landscape Architecture, Washington D.C., 2024
- Conserving Land, Conserving Miles: Land Conservation as VMT Mitigation Strategy, AEP California State Conference, 2024
- The New World of VMT Mitigation: Programmatic Approaches from around the State, AEP California State Conference, 2023
- Catching Fire: Evacuation Analysis and Planning in California, APA National Conference, San Diego, 2022
- Examining & Integrating a Regional VMT Mitigation Fee Concept in Future Transportation Land Use Planning, ITE Annual Meeting & Exhibition, New Orleans, 2022
- The Changing Landscape of Mobility, Lessons Learned in a Pandemic, APA Los Angeles & LA County Regional Planning Community Planning Month Session, 2021
- Climate Resilience & the Transportation Sector, WTS San Francisco Seminar, 2021

Publications

- Identifying Vulnerabilities for a Resilient Future in Volusia County, FL, USA. ITE Journal, August 2025.
- Understanding How Women Travel Study: The LA Metro Case Study, featured in APA State of Transportation Planning, Moving People Over Cars: Mobility for Healthy Communities, 2020.

LA Metro CAAP Update (Los Angeles, CA)

Principal-in-Charge. Fehr & Peers led critical greenhouse gas (GHG) emissions analyses for Metro's 2025 Climate Action and Adaptation Plan (CAAP) Update to reflect the GHG benefits of meeting Metro's adopted VMT targets. The first analysis measured the GHG impact of Metro achieving the adopted targets. For this analysis, Fehr & Peers deployed data from the Southern California Association of Governments (SCAG) Activity-Based Model into the California Air Resources Board (CARB) Emissions Factors Model (EMFAC) v1.0.2. The second analysis allowed Metro to quantify the GHG emissions that would have occurred had their services not been provided. This analysis first involved updating the methodology for calculating GHG emissions that LA Metro is responsible for displacing. The updated methodology developed by Fehr & Peers built upon state of the practice American Public Transportation Association (APTA)

and Transit Cooperative Research Program (TCRP) methodologies, incorporating greater nuance in vehicle type, vehicle fuels, mode shift factor, and land use factor and leveraging the latest desktop EMFAC model.

LA Metro VMT Target Setting (Los Angeles, CA)

Project Manager. As part of a consultant team, Fehr & Peers provided advisory services to assist Metro in establishing countywide VMT targets for the agency. Chelsea developed the methodology to assist the agency in understanding the relationships between their investments and actions, and the VMT outcomes they could expect. This approach included internal and external stakeholder engagement, review of Metro projects and programs, application of the SCAG Activity-Based Model to incorporate Metro's actions and projects that are anticipated to be complete by 2045, and synthesis of VMT results to support Metro's adoption of targets. Following the adoption of the VMT Targets, Fehr & Peers led the development of a process and standard template language for all Metro staff to evaluate their Board Report item's relationship to VMT outcomes. This process is now institutionalized for all Board Reports, intended to provide additional information to the Board about the relationship of Metro's activities to the VMT targets.

Los Angeles Cleantech Incubator Transportation Electrification Partnership Support for EV Roadmap Development (Los Angeles, CA)

Project Manager. Fehr & Peers was part of a small advisory services team to assist the LA Cleantech Incubator (LACI) in developing their EV Roadmap for their Transportation Electrification Partnership (TEP). After two years of establishing and convening the TEP, LACI felt the need to iterate their initial roadmap to develop a stronger basis for partnership and implementation. Fehr & Peers led research, reviewed policies at the local, state, and national scale, and convened a set of working groups to advance the three Roadmap focus areas: light duty vehicle transition, freight transition, and mode shift. The culmination of this project was the development and execution of a day-long TEP retreat and development of an Action Plan to help the TEP move forward on their three priorities.

Oxnard Sustainable Transportation Plan (Oxnard, CA)

Associate-in-Charge. Fehr & Peers led a team to develop Oxnard's Sustainable Transportation Plan (STP), which paired prior multimodal transportation planning efforts with extensive community engagement to form an implementation plan towards a sustainable mobility future for people who live, work, and visit Oxnard. The plan identified barriers and opportunities for implementing complete streets, first/last mile, and safe routes to school projects throughout the city, with an emphasis on major transit hubs and high demand areas. Development of the STP included engagement with various City departments and surrounding jurisdictions through an Inter-Agency Charette and the broader community through focus groups, an advisory committee, public workshops, and demonstration projects. The project identified priority locations and corridors and developed conceptual designs, funding sources, and a prioritized project list. The prioritized project list will enable the City to apply for a broad array of funding opportunities.

Oxnard Climate Action Plan (Oxnard, CA)

Project Manager. Fehr & Peers supported the team developing the City of Oxnard's Climate Action Plan by establishing a baseline VMT inventory and future VMT forecasts based on a variety of future scenarios that include investment in transportation assets such as vehicle electrification infrastructure, implementation of TDM strategies, and reorientation of housing development patterns to support more efficient land use that would require shorter and fewer vehicle trips. In addition to greenhouse gas reduction efforts related to transportation, the final Climate Action Plan includes a matrix of climate adaptation strategies across all sectors. Fehr & Peers supported the development of transportation- and mobility-related adaptation strategies that will build climate resilience and continue to provide comfortable access to transportation options in the long-term time frame.



Miguel Núñez, AICP

Transportation

About

Miguel Núñez, AICP, brings over 18 years of experience in transportation planning, leading impactful projects that enhance mobility and safety. He has managed complex regional studies, including the I-710 Livability Initiative, Downey Active Transportation Plan, and numerous environmental studies ranging in scale from single development projects to Specific Plans and General Plans, ensuring defendable environmental analyses that facilitate approval and entitlements. His work on development projects and regional planning has helped communities progress desired development projects, creating cleaner and more resilient land use and transportation connections for local stakeholders. His local experience includes guiding the City of Carson General Plan and conducting a VMT study for the Panattoni warehouse, providing data-driven strategies to support sustainable development and transportation efficiency.

Education

Master of Arts, Urban Planning
University of California, Los Angeles, 2007

Bachelor of Arts, Political Science, University of California Los Angeles, 2004

Registrations

American Institute of Certified Planners (024917)

Fluency

Spanish, Written & Verbal

Expertise

Transit Planning

Long-range Multimodal Transportation Planning

Parking Studies

Bicycle and Pedestrian Planning

Multimodal Corridor Planning

Land Use and Transportation

Multi-ethnic Community Engagement

Traffic Analysis

Years of Experience

Total: 18

With Fehr & Peers: 18

Relevant Project Experience

Gateway Cities Council of Governments Climate Action Plan (Gateway Cities, CA)

Project Manager. Fehr & Peers was an integral team member responsible for preparing an inventory of Socioeconomic data (SED) and developing vehicle miles traveled (VMT) estimates in service of understanding transportation sector emissions for the model base year and several out years, including 2020, 2030, and 2040. The VMT estimates were prepared in a manner that separated passenger vehicles from heavy vehicles and transit vehicles to gain a better understanding of the proportional contributions for 26 different cities from vehicle types which was then used to help identify policy actions likely to be most effective by city and/or sector. Additionally, Fehr & Peers provided SCAG model SED data and VMT estimates of the SCS/RTP buildout and of a business-as-usual scenario, which was particularly useful for helping cities understand the trajectory of their greenhouse gas emissions and specific actions that could be taken to help guide the business-as-usual scenario toward stated local and regional goals for VMT and GHG.

LA County 2045 CAP Update EIR (Los Angeles County, CA)

Project Manager. Fehr & Peers supported the LA County CAP team by reviewing and translating the transportation section of the Public Discussion CAP, which includes 29 actions across five different strategies. Additional definition of mitigation measures was required which includes availability of funding for implementation, timing, responsibility, implementing authority, and the specific actions/policies that would help achieve the desired changes. Fehr & Peers additionally identified five actions that would be carried forward for further analysis based on set criteria surrounding vehicle miles traveled (VMT) and greenhouse gases. Fehr & Peers developed transportation demand management (TDM) strategies with the biggest effects of TDM strategies on VMT deriving from regional policies related to land use location efficiency and infrastructure investments that support transit, walking, and bicycling. A combination of CAPCOA data, the regional travel demand model, existing plans (such as Los Angeles County's Bike Plan and Housing Element) were used to develop VMT reduction estimates for 2030, 2035, and 2040.

Alhambra Sustainability Plan (Alhambra, CA)

Principal. Fehr & Peers is a subconsultant under Environmental Science Associates, supporting the development of the City's Environmental Sustainability Plan. Alhambra seeks to address numerous local issues such as cut through traffic from the 710, improving air quality, improving transportation choice, and creating a more sustainable and resilient transportation system that serves users of all modes, abilities, and ages. We supported the team by doing background review and collecting data on the existing conditions, developing strategies for GHG reduction targets, developing funding and financing options, participating in community engagement and stakeholder discussion groups and creating the draft and final sustainability plan for the City of Alhambra to use.

Maywood Climate Action, Adaptation, and Resilience Plan (Maywood, CA)

Project Manager. In connection with the Alhambra Sustainability Plan project with the Environmental Science Associates, Fehr & Peers is supporting the development of the City of Maywood's Climate Action, Adaptation, and Resilience Plan (CAARP). Fehr and Peers' specific tasks include creating a VMT model to forecast VMT through 2045, developing future transportation scenarios, creating transportation emission reduction measures (ERMs), supporting the City's outreach team, and creating the technical support for the CAARP document.

City of Carson General Plan & SB743 Implementation (Carson, CA)

Project Manager. Fehr & Peers served as a subconsultant to complete the Circulation Element and CEQA analysis, with particular attention to reducing vehicle miles traveled (VMT), enhancing multimodal transportation and facilitating goods movement in the City of Carson. Through the development of analysis tools and utilization of the regional travel model, Fehr & Peers identified the future roadway network to serve future anticipated development provided by the project team.

South Bay Cities Council of Governments Land Use and Transportation CAP (South Bay Cities, CA)

Fehr & Peers led a series of three related projects with the South Bay Cities Council of Governments (SBCCOG), a joint powers authority composed of 17 jurisdictions including 15 incorporated cities, as well as unincorporated areas of Los Angeles County. First, Fehr & Peers reviewed and critiqued the SBCCOG's technical approach to estimating climate outcomes for VMT reduction strategies specifically tailored to development conditions in the South Bay. Strategies were based on empiric data collected by the SBCCOG on trip patterns, distances, and modes in the South Bay Cities area, and sought to find alternative VMT reduction strategies for an area with little existing or planned transit or transit-oriented development. The review process included meetings with SBCCOG to understand prior efforts, development of an understanding of relevant policy context and documentation, and evaluation of the supporting calculation methods being developed by SBCCOG. Following the review and critique, Fehr & Peers led an effort to develop a custom TDM calculator tool to quantitatively estimate potential reductions to VMT from the suite of strategies including both traditional strategies and the strategies unique to the South Bay Cities. These two initial efforts were conducted directly for the SBCCOG. As a final element, Fehr & Peers provided transportation planning education and advice as part of the SBCCOG Climate Action Plan, in which the SBCCOG coordinated development of climate action plans for each member jurisdiction and for the Subregion as a whole. Fehr & Peers coordinated with each member city to document existing VMT reduction efforts, and provide information regarding the impact of potential strategies cities could choose to adopt, as well as determine implementation effort and timeline. Choices were inputted into the TDM calculator tool to estimate the potential VMT reduction based on each city's selections.

Kealie Pretzlav, PhD
Climate Data Science
Pathways Climate Institute LLC
kealie.pretzlav@pathwaysclimate.com



Education

PhD, Geology, University of Texas at Austin, 2016

B.A., Applied Mathematics, University of California at Berkeley, 2009

Dr. Pretzlav is a geomorphologist, hydrologist, and data scientist with over 10 years' experience in a wide range of water resources topics, including sediment transport, stormwater and riverine hydrological and hydraulic modeling, climate change impacts, hydrologic field observation and data collection, and habitat restoration design. She operates as the lead data scientist for Pathways, designing and implementing data processing methods for big datasets, including cloud computing infrastructure, data dashboards and portals, and reproducible data pipelines

Dr. Pretzlav has varied experience across scales, from field-based site-specific studies to state and regional-scale hydrologic and climate change assessments, including the full data lifecycle from raw output to calibrated records, and modeling applications. She leads research and development efforts at Pathways to leverage methods in machine learning and supports interdisciplinary applications of remote sensing datasets to ground-truth our assessments and support observation-based extrapolations of best available data.

Project Experience

Statewide Climate Vulnerability and Risk Assessment, Caltrans, California. Caltrans is undergoing a climate risk and vulnerability assessment for all owned, maintained, and operated assets. As a subconsultant to Arup, Pathways is leading the climate multi-hazard exposure and vulnerability assessment, which includes an exposure assessment of the transportation network. The assessment also includes analysis of how climate impacts on Caltrans' assets could disproportionately impact disadvantaged communities. Pathways will translate the climate exposure information to inform the risk assessment, cumulating in a summary report synthesizing the findings for decision-making. Dr. Pretzlav serves as the lead climate data scientist synthesizing the climate trends analysis, asset exposure analysis, and collaboration with ARUP on the risk analysis. The assessment includes analysis of future climate hazards including coastal flooding with sea level rise, coastal erosion, shallow and emergent groundwater, fluvial flooding, subsidence, wildfire, landslides, and climate stressors including extreme precipitation, cold snaps, heat waves, fire weather conditions, and drought. Dr. Pretzlav is leveraging the best available climate hazard data and the latest downscaled climate model projections from both the IPCC's Sixth Assessment and the Fifth California Climate Assessment, including data not yet publicly available, to quantify climate trends across the entire state of California for multiple time horizons and climate scenarios.

North Monterey County Regional Transportation Vulnerability Assessment, Transportation Agency for Monterey County, Monterey, CA. The Transportation Agency for Monterey County (TAMC) is a state designated public agency with regional transportation planning responsibilities, including rail planning, that cross city-county boundaries. TAMC's Regional Transportation Vulnerability Assessment (RTVA) assesses transportation corridors in northern Monterey County and identifies transportation infrastructure in the coastal areas of the county that are a risk of sea level rise, coastal flooding, erosion, and other climate change impacts. As prime, Pathways with support from Cambridge Systematics and ESA, is leading the RTVA and will evaluate the impacts to low income and disadvantaged

communities; develop an evaluation framework with relevant criteria and metrics to evaluate a project prioritization list with information on adaptation strategies; form two stakeholder groups for broader engagement; and build a website via Public Input to post project updates and key milestones. Dr. Pretzlav is the technical lead for the web-based data viewer and dashboard for TAMC internal use and client engagement and is the leading the quality assurance of the exposure and vulnerability assessment to support the prioritizing of projects for TAMC and their partner agencies.

Shallow Groundwater Mapping, Solano Bayshore Resilience Program, Solano County, CA. Solano County and the Fairfield-Suisun Sewer District are leading a multi-stakeholder resilience program funded through grants from California's Governor's Office of Land Use and Climate Innovation and the California Ocean Protection Council. Pathways is completing the analysis and mapping of the existing and future shallow ground water table in response to sea level rise, making Solano County the sixth county added to the regional groundwater mapping effort. In addition to optimizing the data workflow in python and ArcGIS, Dr. Pretzlav is leading the coordination Professor Kevin Befus with the University of Arkansas on the MODFLOW modeling. This project will include direct comparisons with updated MODFLOW modeling to support better integration between Pathways empirical modeling approach and the United States Geological Survey's numerical modeling approach.

Flood Risk Analysis, SF Public Utilities Commission, San Francisco, CA. Pathways, in collaboration with AECOM and Lotus Water, supports the SF PUC in various urban-flood and climate adaptation projects. Dr. Pretzlav is the technical lead for the latest effort to categorize changing flood risk because of implemented or planned capital improvement projects (CIPs). The Pathways team works directly with city staff to use InfoWorks ICM model results, the latest elevation, land use, and building footprint data to categorize key flood-prone areas of the city to quantify property damage risk, which will be incorporated into an economic analysis for further CIP prioritization. Dr. Pretzlav can leverage her personal experience with creating urban runoff and storm drain models to efficiently compare outputs between model revisions and synthesize flood risk changes to internal city staff and eventually a public audience.

Project Experience (with previous employer)

Santa Clara County Gravel and Large Wood Augmentation for Steelhead Streams, Valley Water, Santa Clara County, CA. Dr. Pretzlav co-led a county-wide evaluation of stream restoration using gravel augmentation and large wood for habitat enhancement downstream of reservoirs in 8 steelhead streams in Santa Clara County: Stevens Creek, Los Gatos Creek, Guadalupe Creek, Alamitos Creek, Guadalupe River, Upper Penitencia Creek, Coyote Creek and Uvas Creek. The team developed and conducted a desktop prioritization of nearly all major reaches of each watershed, and included field investigations at more than 20 sites to evaluate for geomorphic conditions, watershed-scale hydrology, site-specific flood risk, and steelhead habitat potential and how those conditions were anticipated to change into the future. Deliverable was an actionable prioritization plan which Valley Water maintenance crew were able to implement.

City of San Pablo Storm Drain Master Plan, San Pablo, CA Dr. Pretzlav led the hydrologic and hydraulic modeler of a city-wide effort to uncover the causes of frequent stormwater flooding throughout the city. The model simulated feedbacks between 2D gridded precipitation runoff simulation, stormwater hydraulics and capacity, and a range of riverine tailwater conditions, including downstream tidal effects. Dr. Pretzlav was able to leverage her expertise in streamflow gaging in bay area watersheds to explicitly separate and identify areas which flood because of limited storm drain capacity, areas which flood due to riverine flooding, and areas with compound flooding. Proposed Capital Improvement Projects for key areas were simulated to quantify flood reduction amounts for meeting public safety goals.

California Water Service, Climate Change Impacts on Water Supplies, Phase 1, California. Dr. Pretzlav was the lead investigator to evaluate potential impacts of climate change on natural and local water supplies throughout California, which combined interactions between projected precipitation, watershed-scale recharge, snowmelt timing, and groundwater extraction. Dr. Pretzlav developed the analytical approach which synthesized LOCA v1 data for each of the California Water Service districts representing a range of water supply constraints and hydrologic processes.

Christine (Kris) May, PhD, PE
Climate Data Science
Pathways Climate Institute, LLC
kris.may@pathwaysclimate.com



Education

PhD, Civil and Environmental Engineering, Stanford University, 2004

MS, Civil and Environmental Engineering, Stanford University, 1998

BS, Civil Engineering, University of Washington, 1996

Licenses/Registrations

Professional Engineer (Civil), Texas, #104709, Issued 12/18/2009, Exp. 09/30/2025

Professional Engineer, Louisiana, #35606, Issued 01/01/2010, Exp. 09/30/2025

Dr. May is an engineer and scientist with approximately 30 years of experience providing leadership and technical expertise related to climate change resilience and adaptation strategy development, with an emphasis on coastal environments and extreme weather hazard analysis. In addition to her scientific and technical expertise, Kris served as a lead author for 4th, 5th, and 6h National Climate Assessments, and is currently leading the groundwater chapter for the 5th California Climate Change Assessment. She has a solid understanding of the best available climate science, and the policies and guidance in place locally and nationally that are driving climate change adaptation planning.

Kris is working with multiple California cities on the development of resilient design standards and policies to increase the resilience of communities. She is also supporting the National Institute of Standards and Technology and the Structural Engineering Institute on forward looking building codes to support increased resilience at a national level. She serves as a Coastal Engineer on BCDC's Engineering Criteria Review Board helping to ensure that projects planned, designed, and implemented along the shoreline appropriately consider existing and future coastal and climate hazards, the safety of bay fill, and habitat diversity.

Project Experience

Statewide Climate Vulnerability and Risk Assessment, Caltrans, California. The State of California's Department of Transportation, or Caltrans, is updating its climate risk and vulnerability assessment to use the best available climate science and hazard data and expanding the assessment beyond the state highway system to also consider rail, ports, airports, transportation hubs, facilities, and disparate impacts on disadvantaged communities. for all its assets. As a subconsultant to Arup, Pathways is leading the multi-climate stressor and multi-hazard exposure and vulnerability assessment. Dr. May serves as the Project Director for the Pathways team, coordinating with Caltrans to ensure the assessment is transparent and replicable, and helping to align the assessment with Caltrans' existing project prioritization system. Climate stressors and hazards are one of many factors influencing project prioritization across the state, and this work is helping to better inform the existing prioritization of projects, and identifying new projects based on climate vulnerabilities and risks. The statewide assessment considers over 400 climate indicators, including extreme heat, heat waves, heat indices, wet bulb temperature, drought, wildfire, extreme precipitation, coastal flooding, coastal erosion, fluvial flooding, rising groundwater tables, landslides, post-wildfire debris flows, and subsidence. Dr. May provides subject matter expertise on climate impacts, overseeing the collation of disparate data sets, and ensuring the technical team meets project timelines.

Extreme Precipitation Study, San Francisco Public Utilities Commission, San Francisco, CA. In partnership with the Lawrence Berkeley National Laboratory (LBNL), Dr. May led critical research into how extreme storm events will change in the Bay Area over the next century as the climate continues to warm. With funding from the SFPUC, San Francisco International Airport, the Port of San Francisco, and San Francisco's Office of Resilience and Capital Planning, Pathways and LBNL selected historical extreme storms that caused damage and flooding through the Bay Area. These storms were modeled (using LBNLs supercomputing power) under existing conditions and a range of future warmer climates to see how the most damaging historical storms may change if they were to occur today. The results of the study are presented in two Guidebooks. Volume 1 is intended to inform Bay Area decision makers of the growing problem that increasingly larger extreme

storms will present, and Volume 2 provides robust future intensity duration and frequency curves and actionable information for engineers and modelers. Together, these Guidebooks inform cities, counties, and agencies on how future extreme storms should be considered within long-range planning efforts, resilient infrastructure designs, and resilience and adaptation investments over time.

Waterfront Resilience Program, Port of San Francisco, San Francisco, CA. The Port of San Francisco's 7.5 miles of bay shoreline with a national historic district, hundreds of small businesses, nearby housing, and maritime and industrial uses, is threatened by hazards such as earthquakes, flooding, sea level rise, and shoreline erosion. Dr. May served as the overall Planning Lead for the consultant team, leading a team of consultants from CMG, SiteLab, Jacobs and Pathways and other firms as they developed a range of strategies to re-envision the city's shoreline, including the complex mix of wharves, piers, and seawalls and the shorelines intertwined with other city infrastructure and historic buildings. Dr. May developed coastal flood protection guidance to help each adaptation phase of the program achieve alignment with local, state, and federal standards and guidelines, and to inform the companion USACE Flood Study. Dr. May collaborated closely with City Champions (representatives from multiple city departments), Port staff, and USACE as the team evaluated alternatives and developed a comprehensive benefits plan that maximized a wide range of benefits, including the development of new metrics to include equity and nature-based solutions, rather than relying on the standard USACE benefit-cost analysis. This evaluation set precedent within USACE for comprehensive benefit planning. Dr. May also served as the lead coastal engineer for both the Port and USACE, developing an approach that considers both extreme events and high tide flooding as sea level rises.

Palo Alto Climate Adaptation Planning, City of Palo Alto, Palo Alto, CA. As a subconsultant to AECOM, Pathways worked closely with the City of Palo Alto to identify the structures and areas of the city at greatest risk of potential groundwater flooding. Dr. May led the Pathways team, completed the groundwater assessment, and performed the exposure assessment for coastal flooding, sea level rise, and rising groundwater across a broad range of City assets as well as public and residential parcels. The exposure assessment required collating and organizing a GIS geodatabase for all assets of interest. The results of the exposure assessment were tagged to each asset, and the final geodatabase and climate data layers were provided to the city for their use and updated as they expand into adaptation planning. Pathways completed the Groundwater Appendix, and developed all exposure tables and asset summaries within the final report.

California Resilience Challenge, Shallow Groundwater Response to Sea Level Rise, San Francisco Bay Area, CA. Dr. May collaborated with BCDC, SFEI, and UC Berkeley to expand and scale up the methods developed for the City of Alameda and map the shallow groundwater layer in response to sea level rise to provide coverage for four Bay Area counties (Alameda, San Mateo, San Francisco, and Marin). Dr. May was the Co-Principal Investigator, providing the thought leadership, scientific basis, and methodology to create end products that can support more effective adaptation strategies that target the effects of sea level rise in the Bay and in the inland areas as the shallow groundwater table rises. Rising groundwater was identified as a critical data gap in the region, and Dr. May helped lead scientific research to close this data gap for the benefit of communities that live in low-lying areas around the Bay shoreline.

National Climate Assessment, United States Global Change Research Program (USGCRP), Lead Author. Dr. May served as a lead author for 6th National Climate Assessment (NCA) and previously served as a lead author for the 4th and 5th NCAs, a Congressionally mandated, quadrennial effort. The National Climate Assessment is the U.S. Government's premier resource for articulating the risks posed to the Nation by climate change, as well as what is being and can be done to minimize those risks. Authors of the National Climate Assessment are nominated and approved by a Federal Steering Committee comprised of members of 14 Federal agencies. Kris was a chapter author for the Southwest Chapter for NCA6, emphasizing her expertise in climate impacts along the California Coast. Kris served as the lead author for the national Coasts Chapter for NCA5, and the lead author for the Northwest Chapter for NCA4.

Albany Watershed Management Plan, City of Albany, CA. Pathways, as a subconsultant to Wood Rogers, is developing future condition climate information to support stormwater modeling for the City of Albany. Dr. May serves as the Project Director for the Pathways team, leading the development of future-condition precipitation information, sea level rise and tidal boundary conditions, and groundwater tables that provide the boundary conditions for the stormwater modeling. Pathways prepared guidance on the use of this information, and how to pair the future precipitation design storms with sea level rise and rising groundwater tables.

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APPENDIX B

Proposed Contract Modifications

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND [ENTITY NAME]

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20__, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and [***INSERT NAME OF COMPANY***], a [***INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.***], with its principal place of business at [***INSERT ADDRESS***] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [***INSERT TYPE***] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the [***INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE***] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE***] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit “A-I.” attached hereto and incorporated herein by reference.***]

3.1.2 Term. The term of this Agreement shall be from [***INSERT DATE***] to [***INSERT DATE***], unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the Standard of Care. ~~approval of City.~~

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [***INSERT NAME AND TITLE***].

3.2.5 City's Representative. The City hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services~~, using his/her best skill and attention,~~ and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this

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Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in ~~a~~ accordance with the skill, care, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under the same or similar circumstances to that of Consultant under this Agreement (the "Standard of Care"). ~~skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.~~ Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub- consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in ~~strict~~ accordance with the Standard of Care and any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City ~~will~~ may suffer damage. Consultant will not be responsible for damages or be in default by reason of delays caused by factors beyond Consultant's reasonable control.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

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(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for

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non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

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3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to

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the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT AMOUNT WRITTEN OUT***] ($[***INSERT NUMBER***]) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to

Section 3.1.2, the rate set forth in Exhibit “C” may be adjusted at the time of renewal as set forth in Exhibit “C.”

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such

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records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
ATTN: [INSERT NAME AND TITLE]

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: [INSERT NAME AND TITLE]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

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3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of ~~fifteen~~ four (~~4~~15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person

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or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

~~3.6.5.1~~ To the fullest extent permitted by law, Consultant shall defend (with counsel of City's reasonable choosing), indemnify and hold the City, its officials, officers, and employees ~~, volunteers, and agents~~ free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, ~~in any manner arising out of, pertaining to, or incident to any~~ to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, reasonable expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, or employees ~~, agents, or volunteers.~~ Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this

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indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

~~3.6.5.2~~3.6.5.1 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

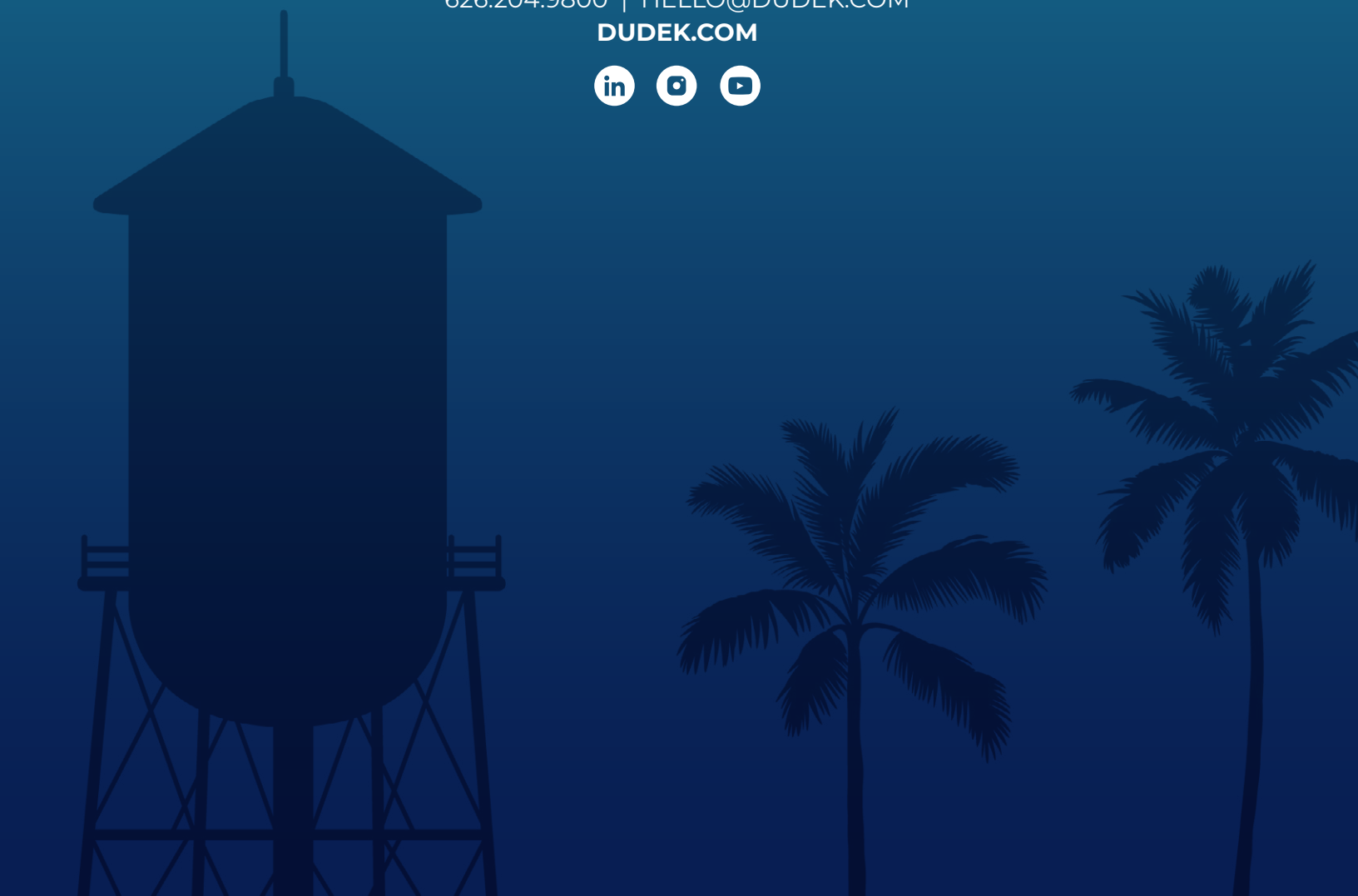
3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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DUDEK

225 S LAKE AVENUE SUITE 225-M210
PASADENA, CA 91101

626.204.9800 | HELLO@DUDEK.COM
DUDEK.COM



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9G.**

TO: Mayor and Members of the City Council

SUBJECT: Second Reading and Consideration of Adoption of Ordinance Related to Tattoo and Body Piercing and Permanent Cosmetic Establishments

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 25-974, Amending Various Provisions of Chapter 2 of Title 9 of the Artesia Municipal Code To Modify Business Zoning Designations and Business Uses as They Pertain to Tattoo, Body Piercing, and Permanent Cosmetic Establishments; and find that the proposed Ordinance is exempt from CEQA pursuant to guidelines sections 15378(b)(4) and 15061(b)(3).

BACKGROUND:

The City Council took action to waive further reading, and introduce Ordinance No. 25-974 on October 13, 2025.

FISCAL IMPACT:

There are no fiscal impact associated with the approval of this item.

Attachments

Ordinance 25-974.pdf

ORDINANCE NO. 25-974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA AMENDING VARIOUS PROVISIONS OF CHAPTER 2 OF TITLE 9 OF THE ARTESIA MUNICIPAL CODE TO MODIFY BUSINESS ZONING DESIGNATIONS AND BUSINESS USES AS THEY PERTAIN TO TATTOO, BODY PIERCING, AND PERMANENT COSMETIC ESTABLISHMENTS

THE CITY COUNCIL OF THE CITY OF ARTESIA FINDS AND DECLARES:

WHEREAS, The City of Artesia, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California. Pursuant to Cal. Const. Art. XI, Sec. 7 and under the City' s general police powers, the City is empowered and charged with responsibility for the health, safety, and welfare of its residents; and

WHEREAS, the City of Artesia Zoning Code does not list tattoo and body piercing parlors or permanent cosmetic establishments as either a permitted uses or a conditionally permitted uses in any commercial or professional service use zoning designation; and

WHEREAS, the City Council desires to expand the ability of tattoo and body piercing parlors and permanent cosmetic establishments to locate within the City's Mixed Commercial/Single Family Residential (M-C-R) zones, Commercial General (C-G) zones, Service and Professional (C-S-P) zones, and Commercial Planned Development (CPD) zones, as principally permitted uses; and

WHEREAS, Government Code section 65855 requires the Planning Commission to render a written recommendation to the City Council regarding the proposed amendment to the zoning ordinance; and

WHEREAS, On September 16, 2025, the Planning Commission conducted a duly noticed public hearing to consider the proposed Zoning Code Amendment (Case No. 2025-13) ("Ordinance"), and following receipt of all public testimony closed the hearing on that date and adopted Resolution No. 2025-18P, recommending the City Council adopt the Ordinance; and

WHEREAS, the City Council conducted a duly noticed public hearing on October 13, 2025 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, all legal preconditions to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and incorporated herein as substantive findings of this Ordinance.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15378(b)(4) as the zone text amendments are also not subject to CEQA pursuant to Section 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. General Plan Consistency Findings. Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. Based on all evidence in the record, the City Council finds as follows:

The City's General Plan is the long-range planning document, providing the vision for the future development of the City. The zoning code amendments are consistent with the General Plan in accordance with Government Code Sections 65860 and 65855. The following General Plan guiding principles and implementing policies are applicable to this zone text amendment to regulate business zoning:

A. Community Planning Principle LU 4, which provides: "The City of Artesia is a built out community, with most new development occurring at infill sites. Redevelopment is occurring throughout the City and some uses are transitioning to reflect the changing needs of residents and business owners. Maximizing the uses in current commercial centers is seen as a valuable economic development tool that will enhance shopping, dining and entertainment options that can improve quality of life in Artesia." Also, the zoning amendments support Community Goal LU 1, which provides: "A well planned community with sufficient land uses and intensities to meet the needs of anticipated growth and achieve the community's vision," and Policy Action LU 1.2.3, which provide: "Develop small-scale neighborhood nodes that provide a range of essential, neighborhood-serving retail and public amenities and services to residents." Further, these zoning amendments support Community Goal LU 3, which provides, "Revitalization of aging, underused or deteriorated commercial corridors, centers, and properties in the City;" and Community Policy LU 3.1, which provides, "Encourage a mix of retail shops and services along the commercial corridors and in centers that better meet the needs of the area's present and future customers."

   Some of the City's commercial centers have vacant or under-utilized spaces. Moreover, residents and customers desire a varied experience in which they can shop and obtain services in close proximity. Allowing tattoo and body piercing parlors and permanent cosmetic establishments as permitted uses allows potential operators the ability to more easily move into the city's commercial centers and is a valuable economic development tool that will enhance shopping, dining, and

entertainment options and improve quality of life in Artesia because customers will be able to conveniently access more service and professional uses. Expanding these opportunities will result in less vacant and under-utilized space within the City's commercial centers and increase business tax revenues, as authorized under Measure V. This will improve Artesians' quality of life because the City will be able to maintain or improve public services with those additional funds.

B. Community Policy ED 1.2, which provides, "Attract new businesses while supporting and assisting those already located in the City," as well as Community Goal ED 2, which provides, "A stable fiscal environment provides resources for desired facilities and services," and Policy Action ED 2.1.2, "Explore opportunities to encourage growth in sectors that provide fiscal revenue."

   The proposed zoning amendments aim to expand the footprint of commercial, service and professional uses by taking away certain restrictions that were imposed on the allowance of tattoo and body piercing parlors and permanent cosmetic establishments in the City. These uses would take up some of the vacant or under-utilized space within the various zones and districts that are not generating any or little revenue for the City. Because the City is able to tax such uses through Measure V, the expansion of these uses would provide a more stable fiscal environment for the City while providing customers and residents more service opportunities.

C. Community Goal CIR 4.1 to promote a balance of residential, commercial, institutional uses with adjacencies that reduce vehicle miles traveled.

   By locating tattoo and body piercing parlors and permanent cosmetic establishments more closely to service and professional uses as well as retail and commercial, there will be less vehicle miles traveled by customers and residents who are seeking to both obtain these services as well as to shop and dine locally.

SECTION 4. Amendment. Section 9-2.421 ("T" Words and Phrases) of Article 4 (Definitions) of Title 9 (Planning and Zoning) of the Artesia Municipal Code is amended to add the following definition:

"Tattoo and body piercing establishment means a business establishment where tattooing or body piercing is performed. Tattooing means to insert a pigment under the surface of the skin of a human being, by pricking with a needle or otherwise, to produce an indelible mark resulting in a design, picture or words visible through the skin. Tattooing does not include those services performed by a physician licensed in the State of California to perform this type of work or beauty salons/spas that perform incidental permanent cosmetic procedures, limited to the application of permanent eyeliner, eye shadow, eyebrows and lip color."

SECTION 5. Amendment. Section 9-2.417 (“P” Words and Phrases) of Article 4 (Definitions) of Title 9 (Planning and Zoning) of the Artesia Municipal Code is amended to add the following definition:

"*Permanent cosmetics establishment* means a business establishment where the application of pigments in human skin tissue for the purpose of permanently changing the color or other appearance of the skin is performed. This includes, but is not limited to, permanent eyeliner, eyebrow, or lip color.”

SECTION 6. Amendment. Section 9-2.3002 (Principal Uses Permitted of Article 30 (Services and Professional Zone (C-S-P)) of Title 9 (Planning and Zoning) of the Artesia Municipal Code is amended to add the following:

“(y) Tattoo and body piercing establishments, provided such uses obtain all required permits from Los Angeles County Department of Public Health.

(z) Permanent cosmetics establishments as a primary use or accessory use to a beauty salon/spa, provided such uses obtain all required permits from Los Angeles County Department of Public Health.”

SECTION 7. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 8. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Artesia declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 9. Adoption, Certification, and Publication. The City Clerk of the City of Artesia shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

SECTION 10. Record of Proceedings. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The Acting City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED, and ADOPTED this 10th day of November, 2025.

_____

ALI SAJJAD TAJ, MAYOR

ATTEST:

_____
JENNIFER ALDERETE, CITY CLERK

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 9H.**

TO: Mayor and Members of the City Council

SUBJECT: Addition of Regular December Council Meeting

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
Abel Avalos, City Manager

RECOMMENDATION:
It is recommended that the City Council approve the addition of December 15, 2025 Regular Meeting at 7:00 p.m.

BACKGROUND:
Regular Council meetings are held on the second Monday of each month per the Artesia Municipal Code. The December 8, 2025 meeting will include the Council reorganization, with a reception to follow. To conduct necessary City business, Staff is requesting the addition of a regular council meeting on December 15, 2025, at 7:00 p.m.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 10A.**

TO: Mayor and Members of the City Council

SUBJECT: Second reading and Consideration of Ordinance Regarding Updating Los Angeles County Building, Electrical, Plumbing, Mechanical, Fire, Residential Codes, and Green Building Standards

FROM: Sal Lopez, Interim Community Development Director
Steven Valdez, Acting Planning Manager

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
HongDao Nguyen, City Attorney
Abel Avalos, City Manager

RECOMMENDATION:
Staff recommends that the City Council:

1. Open and conduct the Public Hearing and then waive full reading and adopt Ordinance No. 25-975, Adopting by Reference: Title 26 of the Los Angeles County Code, Incorporating and Amending the 2023 California Building Code; Title 27 of the Los Angeles County Code, Incorporating and Amending the 2023 California Electrical Code; Title 28 of the Los Angeles County Code, Incorporating and Amending the 2023 California Plumbing Code; Title 29 of the Los Angeles County Code, Incorporating and Amending the 2023 California Mechanical Code; Title 30 of the Los Angeles County Code, Incorporating and Amending the 2023 California Residential Code; Title 31 of the Los Angeles County Green Building Standards Code, Incorporating and Amending the 2023 California Code; Title 32 of the Los Angeles County Code, Incorporating and Amending the 2022 Edition of the California Fire Code; Title 33 of the Los Angeles County Code, Incorporating and Amending the 2023 California Existing Building Code; Together with Certain Amendments, Deletions and Additions, Including Findings, Fees, and Penalties; and Amending the Artesia Municipal Code; and
2. Find the Ordinance Exempt from CEQA pursuant to Guidelines Section 15061(b)(3).

BACKGROUND:
In July of 2024, the California Building Standards Commission for the State of California published new uniform building codes, which provide standards and requirements for the building of all structures in the state. The 2023 Editions of the State Building Codes became operative on January 1, 2025 and apply to all cities in the State of California. However, Counties and Cities in the State of California are permitted under state law to adopt these updated State Building Codes with technical amendments that address local climatic, topographic, and geological conditions. Therefore, the Board of Supervisors of the County of Los Angeles adopted the 2023 Editions of the State Building Codes and the 2022 Fire Code with certain changes and modifications that address unique conditions to Los Angeles County. When adopted, the modified state building codes are incorporated into the Los Angeles County Code of Ordinances as:

- Title 26 - Building Code
- Title 27 - Electrical Code

- Title 28 - Plumbing Code
- Title 29 - Mechanical Code
- Title 30 - Residential Code
- Title 31 - Green Building Code
- Title 32 - 2022 Fire Code
- Title 33 - Existing Building Code

The City of Artesia ("City") continually adopts the new Editions of the State Building Codes, with local Los Angeles County amendments. Staff has prepared Ordinance No. 25-975 to adopt by reference Title 26, Title 27, Title 28, Title 29, Title 30, Title 31, Title 32, and Title 33 of the Los Angeles County Code.

The City Council, at their October 13, 2025 regularly scheduled City Council meeting, waived further reading, introduced Ordinance No 25-975 and set the item for public hearing and second reading on November 10, 2025.

ANALYSIS:
The City obtains building and plan check services from the County of Los Angeles. Consequently, it is in the City's interest to adopt the 2023 Editions of the State Building Codes with Los Angeles County's amendments in order to provide efficient and consistent building and plan check services to clients and incorporate amendments that address local conditions shared by the County of Los Angeles and the City of Artesia. Exhibit A in proposed Ordinance No. 25-975 outlines the amendments adopted by the County of Los Angeles and provides justification for each amendment. The justifications for the amendments fall into the following two categories:

1. Geographic and Topographic. Los Angeles County is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are capable of producing earthquakes. The State Department of Conservation and the California State Mining and Geology Board have identified that soils in the County of Los Angeles and the City of Artesia are subject to liquefaction under certain conditions. The amendments adopted by the County of Los Angeles impose stricter building codes which address the geographic and topographic concerns experienced by the County of Los Angeles and the City of Artesia.

2. Climatic and Topographic. Los Angeles County is subject to dry seasonal weather conditions and hot Santa Ana winds followed by heavy winter rains. These climatic conditions, combined with the high density of development and relatively flat terrain, can create substantive fire hazards. The amendments adopted by the County of Los Angeles impose stricter building codes which address the climatic and topographic concerns experienced by the County of Los Angeles and the City of Artesia.

Proposed Ordinance No. 25-976 would adopt by reference Title 26, Title 27, Title 28, Title 29, Title 30, Title 31, Title 32, and Title 33 of the Los Angeles County Code, which incorporates the 2022 Edition of the State Fire Code and Los Angeles County's amendments and the 2023 Editions of the State Building Codes and Los Angeles County's amendments.

ENVIRONMENTAL ANALYSIS:
Pursuant to the California Environmental Quality Act (CEQA), staff recommends that the City Council determine that the proposed action is exempt from environmental review under the general rule stated in CEQA Guidelines Section 15061(b)(3). This section applies where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. The proposed update involves revisions to existing building regulations to maintain consistency with State law and does not result in any direct or indirect physical changes to the environment.

FISCAL IMPACT:

There are no fiscal impacts related to the introduction of Ordinance No. 25-975.

RECOMMENDED COUNCIL ACTION:
Staff recommends that the City Council:

1. Open and conduct the Public Hearing and then waive full reading and adopt Ordinance No. 25-975, Adopting by Reference: Title 26 of the Los Angeles County Code, Incorporating and Amending the 2023 California Building Code; Title 27 of the Los Angeles County Code, Incorporating and Amending the 2023 California Electrical Code; Title 28 of the Los Angeles County Code, Incorporating and Amending the 2023 California Plumbing Code; Title 29 of the Los Angeles County Code, Incorporating and Amending the 2023 California Mechanical Code; Title 30 of the Los Angeles County Code, Incorporating and Amending the 2023 California Residential Code; Title 31 of the Los Angeles County Green Building Standards Code, Incorporating and Amending the 2023 California Code; Title 32 of the Los Angeles County Code, Incorporating and Amending the 2022 Edition of the California Fire Code; Title 33 of the Los Angeles County Code, Incorporating and Amending the 2023 California Existing Building Code; Together with Certain Amendments, Deletions and Additions, Including Findings, Fees, and Penalties; and Amending the Artesia Municipal Code; and

2. Find the Ordinance Exempt from CEQA pursuant to Guidelines Section 15061(b)(3).

Attachments

Ordinance 25-975.pdf
Exhibit A - LA County Building Code - 2022-0057.pdf
Exhibit A-1 - LA County Fire Code - 2023-0008.pdf
Notice of Exemption.pdf

ORDINANCE NO. 25-975

AN ORDINANCE OF THE CITY OF ARTESIA, CALIFORNIA, ADOPTING BY REFERENCE TITLE 26 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2023 CALIFORNIA BUILDING CODE; TITLE 27 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2023 CALIFORNIA ELECTRICAL CODE; TITLE 28 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2019 CALIFORNIA PLUMBING CODE; TITLE 29 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2023 CALIFORNIA MECHANICAL CODE; TITLE 30 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2023 CALIFORNIA RESIDENTIAL CODE; TITLE 31 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE; TITLE 33 OF THE LOS ANGELES COUNTY CODE, INCORPORATING AND AMENDING THE 2023 CALIFORNIA EXISTING BUILDING CODE; AND THE 2022 CALIFORNIA FIRE CODE; TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, INCLUDING FINDINGS, FEES AND PENALTIES; AND AMENDING THE ARTESIA MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 1 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"**CHAPTER 1**

BUILDING CODE

Sections:

8-1.01 Adoption of Building Code.
8-1.02 Definitions.
8-1.03 Violations and Penalties.
8-1.04 Building Code Fees and Charges Adjusted.

8-1.01 Adoption of Building Code.

Except as hereinafter provided, Title 26, Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Building Code, 2019 Edition (Part 2 of Title 24 of the California Code of Regulations), including Chapter 1, Chapters 2 through 35 and Appendices C, I and J, is hereby adopted by reference, and shall be known and may be cited as the Building Code of the City of Artesia.

In the event of any conflict between provisions of the California Building Code, 2023 Edition, Title 26 of the Los Angeles County Code, or any amendment to the Building Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2023 Edition, have been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the City Clerk for use and examination by the public.

8-1.02 Definitions.

Whenever any of the following names or terms are used in this Code, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

Board of Appeals shall mean the City Council of the City of Artesia.

Department of Building and Safety shall mean the Building and Safety Department of the City of Artesia.

Building Official shall mean the Chief Building Inspector of the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

City shall mean the City of Artesia.

County, County of Los Angeles, and unincorporated territory of the County of Los Angeles shall mean the City of Artesia.

County Engineer shall mean the City Engineer of the City of Artesia or such other person designated by the City Council to perform the duties of the City Engineer.

Electrical Code shall mean the provisions of Chapter 3 of Title 8 of the Artesia Municipal Code.

Fire Code shall mean the provisions of Chapter 7 of Title 8 of the Artesia Municipal Code.

Fire Zone shall mean the fire zone adopted by an ordinance creating and establishing the fire zones, or where no such fire zones have been adopted, the City of Artesia shall be considered to be in Fire Zone No. 3 or such other fire zone or area as established by order or directive of the Fire Chief.

General Fund shall mean the City Treasury of the City of Artesia.

Health Code and *Los Angeles County Health Code* shall mean the provisions of Chapter 3 of Title 6 of the Artesia Municipal Code.

Health Officer shall mean the Health Officer of the City of Artesia.

Mechanical Code shall mean the provisions of Chapter 4 of Title 8 of the Artesia Municipal Code.

Plumbing Code shall mean the provisions of Chapter 5 of Title 8 of the Artesia Municipal Code.

Special Inspector shall mean a person holding a valid Certificate of Registration issued by the County of Los Angeles as set forth in Section 108.6 of the Los Angeles County Building Code, or successor provision thereto.

8-1.03 Violations and Penalties.

(a) *Compliance with Code*. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Artesia, or cause the same to be done, contrary to or in violation of any of the provisions of the Building Code.

(b) *Penalty*. Any person, firm or corporation violating any of the provisions of the Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Building Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months, or by both such fine and imprisonment.

8-1.04 Building Code Fees and Charges Adjusted.

All fees required for permits issued pursuant to the Building Code of the City of Artesia shall be those fees set forth in the Building Code of the City of Artesia or as otherwise established by resolution of the City Council."

Section 2. Chapter 3 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"**CHAPTER 3**

ELECTRICAL CODE

Sections:

8-3.01 Adoption of Electrical Code.
8-3.02 Definitions.
8-3.03 Violations and Penalties.
8-3.04 Amendments: Section 82-8: Fees.

8-3.01. Adoption of Electrical Code.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Electrical Code, 2023 Edition (Part 3 of Title 24 of the California Code of Regulations), including Sections 89.102 through 89.114 of Article 89, Article 90, and Chapters 1 through 9, and Annexes A, B, C, D, E, F, G,H and I, is hereby adopted by reference and shall constitute and may be cited as the Electrical Code of the City of Artesia.

In the event of any conflict between provisions of the California Electrical Code, 2023 Edition, Title 27 of the Los Angeles County Code, or any amendment to the Electrical Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2023 Edition, have been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the Clerk for use and examination by the public.

8-3.02 Definitions.

Whenever any of the following names or terms are used in the Electrical Code adopted by Section 8-3.01 of this chapter, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

Chief Electrical Inspector shall mean the Chief Building Inspector of the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

County, County of Los Angeles or unincorporated area of the County of Los Angeles shall mean the City of Artesia.

Maintenance Electrician shall mean a person holding a valid Certificate of Registration as Maintenance Electrician issued by the County of Los Angeles as set forth in Section 82-4(b) of the Los Angeles County Electrical Code, or successor provision thereto.

Special Inspector shall mean a person holding a valid Certificate of Registration as Special Inspector issued by the County of Los Angeles as set forth in Section 108.6 of the Los Angeles County Building Code, or successor provision thereto.

8-3.03 Violations and Penalties.

It is unlawful for any person, firm or corporation to violate any of the provisions of the Electrical Code. Each person, firm or corporation violating any of the provisions of the Electrical Code shall be deemed guilty of a separate offense for each day or portion thereof during which such violation is committed, continued or permitted and shall be punishable by a fine of not to exceed one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment.

8-3.04 Amendments: Section 82-8: Fees.

Notwithstanding the provisions of Section 8-3.01, Section 82-8 of the Los Angeles County Electrical Code is amended by amending the first paragraph thereof to read as follows:

Sec. 82-8. Fees.

At the time of filing an application therefor, a fee shall be paid to the Chief Electrical Inspector in an amount specified by this section, unless the City Council subsequently adopts a resolution setting forth different fees, in which event the fees provided for in said resolution shall be paid."

Section 3. Chapter 4 of Title 8 of the Artesia Municipal Code is amended to read as follows:

"**CHAPTER 4**

MECHANICAL CODE

Sections:

8-4.01 Adoption of Mechanical Code.
8-4.02 Definitions.
8-4.03 Violations and Penalties.
8-4.04 Amendments: Fees.

8-4.01 Adoption of Mechanical Code.

Except as hereinafter provided, Title 29, Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Mechanical Code, 2023 Edition (Part 4 of Title 24 of the California Code of Regulations), including Chapter 1, Chapters 2 through 17, and Appendices B, C and D, is hereby adopted by reference and shall constitute and may be cited as the Mechanical Code of the City of Artesia.

In the event of any conflict between provisions of the California Mechanical Code, 2023 Edition, Title 29 of the Los Angeles County Code, or any amendment to the Mechanical Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, Edition 2023, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

8-4.02 Definitions.

Whenever any of the following names or terms are used in the Mechanical Code, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

Board of Appeals or Board of Examiners of Plumbers shall mean the board of examiners of plumbers and gas fitters as defined in Section 8-5.02(b) of this Code.

Building Department shall mean the Building and Safety Department of the City of Artesia.

Building Code, Uniform Building Code and *Los Angeles County Building Code* shall mean the provisions of Chapter 1 of Title 8 of this Code.

Building Official shall mean the Chief Building Inspector of the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

City shall mean the City of Artesia.

Electrical Code shall mean the provisions of Chapter 3 of Title 8 of this Code.

Fire Code or *Los Angeles County Fire Code* shall mean the provisions of Chapter 7 of Title 8 of this Code.

General Fund shall mean the City Treasury of the City of Artesia.

Health Code or *Los Angeles County Health Code* shall mean the provisions of Chapter 3 of Title 6 of this Code.

Plumbing Code shall mean the provisions of Chapter 5 of Title 8 of this Code.

8-4.03 Violation and Penalties.

It is unlawful for any person, firm or corporation to erect, install, alter, repair, relocate, add to, replace, use or maintain heating, ventilating, comfort cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provisions of the Mechanical Code. Maintenance of equipment which was unlawful at the time it was installed, and which would be unlawful under said Mechanical Code if installed after the effective date of the Mechanical Code, shall constitute a continuing violation of said Mechanical Code.

Any person, firm or corporation violating any of the provisions of said Mechanical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of said Mechanical Code is committed, continued, or permitted, and upon conviction of any such violation, such person shall be punishable by a fine of not more than one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months, or by both such fine and imprisonment.

8-4.04 Amendments: Fees.

Notwithstanding the provisions of Section 8-4.01, Section 114 of the Los Angeles County Mechanical Code is amended by amending the first paragraph to read as follows:

114 PERMIT FEES

> Any person desiring a permit required by the Mechanical Code of the City of Artesia shall, at the time of filing an application therefor, pay a fee as required by this section, unless the City Council subsequently adopts a resolution setting forth different fees, in which event the fees provided for in said resolution shall be paid."

Section 4. Chapter 5 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"**CHAPTER 5**

PLUMBING CODE

Sections:

8-5.01 Adoption of Plumbing Code.
8-5.02 Definitions.
8-5.03 Violations and Penalties.
8-5.04 Amendments: Section 601.2: Running Water Required.
8-5.05 Plumbing Fees and Charges.
8-5.06 Additional Amendments.

8-5.01 Adoption of Plumbing Code.

Except as hereinafter provided, Title 28, Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Plumbing Code, 2023 Edition (Part 5 of Title 24 of the California Code of Regulations), including Sections 119.1.2.0 through 119.1.14.0 of Chapter 1 of Title 28 of the Los Angeles County Code, Chapters 2 through 17 and Appendices A, B, D, H, I and J of the 2023 California Plumbing Code is hereby adopted by reference and shall constitute and may be cited as the Plumbing Code of the City of Artesia.

In the event of any conflict between provisions of the California Plumbing Code, 2023 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2023 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the Clerk for use and examination by the public.

8-5.02 Definitions.

Whenever any of the following names or terms are used in this chapter, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

Administrative Authority, *Chief Plumbing Inspector*, and *Plumbing Inspector* shall mean the Chief Building Inspector of the City of Artesia.

Board of Examiners of Plumbers and Gas Fitters and *Board of Examiners* shall mean the board of examiners of plumbers and gas fitters as designated by the City Council.

City shall mean the City of Artesia.

County, County of Los Angeles, and *unincorporated territory of the County of Los Angeles* shall mean the City of Artesia.

Gas Fitting Contractor, Journeyman Gas Fitter, Journeyman Plumber, Plumbing Contractor, and *Sewerage Contractor* shall mean a person holding a valid certificate of registration issued by the County as set forth in the Los Angeles County Plumbing Code.

8-5.03 Violations and Penalties.

No person, firm or corporation shall violate any provision of the Plumbing Code and any such person, firm or corporation shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period not to exceed six (6) months, or both fine and imprisonment. Each separate day or any portion thereof, during which any violation of the Plumbing Code occurs or continues, shall be deemed to constitute a separate offense and upon conviction thereof, shall be punishable as herein provided.

8-5.05 Plumbing Fees and Charges.

All plumbing permit fees required by the Plumbing Code of the City of Artesia shall be those fees in effect on the date this chapter is adopted unless the City Council subsequently adopts a resolution setting forth different fees, in which event the fees provided in said resolution shall be paid.

Section 5. Chapter 7 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"**CHAPTER 7**

FIRE CODE

Sections:

8-7.01 Adoption of Fire Code.
8-7.02 Violations.
8-7.03 Responsibility.
8-7.04 List of Infractions.
8-7.05 Amendments.

8-7.01 Adoption of Fire Code.

Except as hereinafter provided in this Chapter, the California Fire Code, 2022 Edition (Part 9 of Title 24 of the California Code of Regulations), based on the 2021 International Fire Code as published by the California Building Standards Commission, including Chapters 1 through 7, Chapters 9 through 10, Chapters 20 through 36, Chapters 50 through 55, Chapters 57 through 67, Chapter 80 and Appendix J, is hereby adopted by reference and shall constitute and may be cited as the Fire Code of the City of Artesia.

In the event of any conflict between provisions of the California Fire Code, 2022 Edition, and any amendment to the Fire Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of the California Fire Code, 2022 Edition, has been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the Clerk for use and examination by the public.

8-7.02 Violations.

(a) Every person violating any provision of the Fire Code or of any permit or license granted hereunder, or any rule, regulation or policy promulgated pursuant hereto, is guilty of a misdemeanor unless such violation is otherwise declared to be an infraction by Section 8-7.04 of this chapter. Each such violation is a separate offense for each and every day during any portion of which such violation is committed.

(b) Every violation determined to be an infraction hereunder is punishable in such manner and to such extent as is provided by Chapter 2 of Title 1 of the City of Artesia Municipal Code.

(c) For the purposes of this section, a forfeiture of bail shall be equivalent to a conviction.

8-7.03 Responsibility.

Any person who personally or through another willfully, negligently, or in violation of law sets a fire, allows a fire to be set, or allows a fire kindled or attended by such person to escape from his or her control, allows any hazardous material to be handled, stored or transported in a manner not in accordance with nationally recognized standards, allows any hazardous material to escape from his or her control, neglects to properly comply with any written notice of the Chief, or willfully or negligently allows the continuation of a violation of the Fire Code and amendments thereto is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense shall be a charge against that person. Such charge shall constitute a debt of such person and is collectible by the public agency incurring such expense in the same manner as in the case of an obligation under a contract, expressed or implied.

8-7.04 List of Infractions.

In accordance with Section 8-7.02 of this Chapter, the violation of the following Sections or Subsections of the Fire Code shall be infractions:

Section	**Offense**
303.1-303.9	Asphalt kettles
304.1.1	Waste material
304.1.2	Vegetation
304.2	Combustible waste rubbish – storage
305.2	Hot ashes and spontaneous ignition sources
310.4	Removal “No smoking” sign
315.3.12.3	Stairway – storage under
503.4	Obstructing access roadway
505.1	Address identification
507.5.4-507.5.5	Obstruction of fire hydrants
507.5.6	Physical protection – fire hydrants
507.5.7	Fire-fighting water source markers
605.5	Electrical extension cords
901.7	Failure to notify fire department
906.1-906.10	Fire extinguishers
1104.3	Sign illumination
2108.4	Fire extinguisher – dry cleaning plant
2311.2.2	Waste oil storage
2403.2.7	Welding warning signs
2403.4	Operations and maintenance
2403.4.3	Metal waste cans for rags and waste
2404.7.8.5	Filter disposal
2405.3.4	Dip tank covers
2405.4.2	Portable fire extinquishers
2406.5	Maintenance – powder coating
2407.5	Maintenance – electrostatic apparatus
2408.5	Sources of ignition (organic peroxides)
2803.3.1	Lumber yards – housekeeping

2803.3	Combustible waste
3103.12.6.1	Exit sign illumination
3104.21	Vegetation removal
4811.9	Fire department access – motion picture production locations
4811.12	Blocke d or obstructed fire hydrants and appliances
5003.5	Hazardous materials signage
5003.7.1	No smoking signs – hazardous materials
5004.11	Combustible materials clearance – hazardous materials storage
5005.3.8	Combustible materials clearance – hazardous materials use
5303.4	Markings – compressed gases
5303.5	Security – compressed gases
5704.2.3.1	"No smoking" sign
5704.3.3.4	Empty containers
6107.2	"No smoking" signs – LPG container
6107.3	Combustible material clearance LPG container

8-7.05 Amendments

Section 5601.1.3 (Fireworks) of the 2022 Fire Code is hereby amended to add the following exception:

> "5. The possession, sale, handling and discharge of safe and sane fireworks as allowed by state law and the Artesia Municipal Code."

Section 6. Chapter 9 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"CHAPTER 9

RESIDENTIAL CODE

Sections:

8-9.01 Adoption of Residential Code.
8-9.02 Definitions.
8-9.03 Violations and Penalties.
8-9.04 Residential Code Fees and Charges Adjusted.

8-9.01 Adoption of Residential Code.

Except as hereinafter provided, Title 30, Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Residential Code, 2023 Edition (Part 2.5 of Title 24 of the California Code of Regulations), including Chapters 2 through 10, Chapter 44, and Appendix H, is hereby adopted by reference, and shall be known and may be cited as the Residential Code of the City of Artesia.

The provisions of the Residential Code are and may be cited as the Housing Code of the City of Artesia.

In the event of any conflict between provisions of the California Residential Code, 2023 Edition, Title 30 of the Los Angeles County Code, or any amendment to the Residential Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 30 of the Los Angeles County Code and the California Building Code, 20 Edition, have been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the City Clerk for use and examination by the public.

8-9.02 Definitions.

Whenever any of the following names or terms are used in this Code, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

Board of Appeals shall mean the City Council of the City of Artesia.

Department of Building and Safety shall mean the Building and Safety Department of the City of Artesia.

Building Code, Uniform Building Code and *Los Angeles County Building Code* shall mean the provisions of Chapter 1 of Title 8 of this Code.

Building Official shall mean the Chief Building Inspector for the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

City shall mean the City of Artesia.

County, County of Los Angeles, and unincorporated territory of the County of Los Angeles shall mean the City of Artesia.

Electrical Code shall mean the provisions of Chapter 3 of Title 8 of the Artesia Municipal Code.

Fire Code shall mean the provisions of Chapter 7 of Title 8 of the Artesia Municipal Code.

Fire Zone shall mean the fire zone adopted by an ordinance creating and establishing the fire zones, or where no such fire zones have been adopted, the City of Artesia shall be considered to be in Fire Zone No. 3 or such other fire zone or area as established by order or directive of the Fire Chief.

General Fund shall mean the City Treasury of the City of Artesia.

Health Code and *Los Angeles County Health Code* shall mean the provisions of Chapter 3 of Title 6 of the Artesia Municipal Code.

Health Officer shall mean the Health Officer of the City of Artesia.

Mechanical Code shall mean the provisions of Chapter 4 of Title 8 of the Artesia Municipal Code.

Plumbing Code shall mean the provisions of Chapter 5 of Title 8 of the Artesia Municipal Code.

Special Inspector shall mean a person holding a valid Certificate of Registration issued by the County of Los Angeles as set forth in Section 108.6 of the Los Angeles County Building Code, or successor provision thereto.

8-9.03 Violations and Penalties.

(a) *Compliance with Code*. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Artesia, or cause the same to be done, contrary to or in violation of any of the provisions of the Residential Code.

(b) *Penalty*. Any person, firm or corporation violating any of the provisions of the Residential Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Residential Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months, or by both such fine and imprisonment.

8-9.04 Residential Code Fees and Charges Adjusted.

All fees required for permits issued pursuant to the Residential Code of the City of Artesia shall be those fees set forth in the Residential Code or as otherwise established by resolution of the City Council."

Section 7. Chapter 10 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"CHAPTER 10

GREEN BUILDING STANDARDS CODE

Sections:

8-10.01 Adoption of Green Building Standards Code.
8-10.02 Definitions.
8-10.03 Violations and Penalties.
8-10.04 Green Building Standards Code Fees and Charges Adjusted.

8-10.01 Adoption of Green Building Standards Code.

Except as hereinafter provided, Title 31, Green Building Standards Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Green Building Standards Code, 2023 Edition (Part 11 of Title 24 of the California Code of Regulations), including Chapters 2 through 8, Appendix A4 and Appendix A5, is hereby adopted by reference, and shall be known and may be cited as the Green Building Standards Code of the City of Artesia.

In the event of any conflict between provisions of the California Green Building Standards Code, 2023 Edition, Title 31 of the Los Angeles County Code, or any amendment to the Green Building Standards Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 31 of the Los Angeles County Code and the California Green Building Standards Code, 2023 Edition, have been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the City Clerk for use and examination by the public.

8-10.02 Definitions.

Whenever any of the following names or terms are used in this Code, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

California Building Code, Uniform Building Code and *Los Angeles County Building Code* shall mean the provisions of Chapter 1 of Title 8 of this Code.

Department of Building and Safety shall mean the Building and Safety Development of the City of Artesia.

Building Official shall mean the the Chief Building Inspector of the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

California Electrical Code shall mean the provisions of Chapter 3 of Title 8 of the Artesia Municipal Code.

California Mechanical Code shall mean the provisions of Chapter 4 of Title 8 of the Artesia Municipal Code.

California Plumbing Code shall mean the provisions of Chapter 5 of Title 8 of the Artesia Municipal Code.

Special Inspector shall mean a person holding the certifications or having the education experiences as set forth in Section 702.2 of the 2023 Edition of the California Green Building Standards Code.

8-10.03 Violations and Penalties.

(a) *Compliance with Code*. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Artesia, or cause the same to be done, contrary to or in violation of any of the provisions of the Green Building Standards Code.

(b) *Penalty*. Any person, firm or corporation violating any of the provisions of the Green Building Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Green Building Standards Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months, or by both such fine and imprisonment.

8-10.04 Green Building Standards Code Fees and Charges Adjusted.

All fees required for permits issued pursuant to the Green Building Standards Code of the City of Artesia shall be those fees set forth in the Green Building Standards Code or as otherwise established by resolution of the City Council."

Section 8. Chapter 12 of Title 8 of the Artesia Municipal Code is hereby amended to read as follows:

"CHAPTER 12

EXISTING BUILDING CODE

Sections:

8-12.01 Adoption of Existing Building Code.

8-12.02 Definitions.
8-12.03 Violations and Penalties.
8-12.04 Existing Building Code Fees and Charges Adjusted.

8-12.01 Adoption of Existing Building Code.

Except as hereinafter provided, Title 33, Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting and amending the California Existing Building Code, 2023 Edition (Part 10 of Title 24 of the California Code of Regulations), including Chapters 2 through 4, 15, 16, and Appendix Chapters A1, A3, A4 and A5 is hereby adopted by reference, and shall be known and may be cited as the Existing Building Code of the City of Artesia.

In the event of any conflict between provisions of the California Existing Building Code, 2019 Edition, Title 33 of the Los Angeles County Code, or any amendment to the Existing Building Code contained in the Artesia Municipal Code, the provision contained in the later listed document shall control.

A copy of Title 33 of the Los Angeles County Code and the California Existing Building Code, 2023 Edition, have been deposited in the office of the City Clerk of the City of Artesia and shall be at all times maintained by the City Clerk for use and examination by the public.

8-12.02 Definitions.

Whenever any of the following names or terms are used in this Code, each such name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(a) Board of Appeals shall mean the City Council of the City of Artesia.

(b) Building Code, Uniform Building Code and Los Angeles County Building Code shall mean the provisions of Chapter 1 of Title 8 of this Code.

(c) Building Official shall mean the Chief Building Inspector of the City of Artesia or such other person designated by the City Council to perform the duties of the Chief Building Inspector.

(d) Department of Building Safety shall mean the Building and Safety Development of the City of Artesia.

(e) Electrical Code shall mean the provisions of Chapter 3 of Title 8 of the Artesia Municipal Code.

(f) Fire Code shall mean the provisions of Chapter 7 of Title 8 of the Artesia Municipal Code.

(g) Mechanical Code shall mean the provisions of Chapter 4 of Title 8 of the Artesia Municipal Code.

(h) Plumbing Code shall mean the provisions of Chapter 5 of Title 8 of the Artesia Municipal Code.

8-12.03 Violations and Penalties.

(a) *Compliance with Code*. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the City of Artesia, or cause the same to be done, contrary to or in violation of any of the provisions of the Existing Building Code.

(b) *Penalty*. Any person, firm or corporation violating any of the provisions of the Existing Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Existing Building Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than one thousand ($1,000.00) dollars or by imprisonment in the County Jail for a period of not more than six (6) months, or by both such fine and imprisonment.

8-12.04 Existing Building Code Fees and Charges Adjusted.

All fees required for permits issued pursuant to the Existing Building Code of the City of Artesia shall be those fees set forth in the Existing Building Code or as otherwise established by resolution of the City Council."

Section 9. All inconsistencies between the Building Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code, Residential Code,Green Building Standards Code, and/or Existing Building Code as adopted by this ordinance and Parts 2, 2.5, 3, 4, 5, 9, 10 and 11 of Title 24 of the California Code of Regulations are changes, modifications, amendments, additions or deletions thereto authorized by California Health and Safety Code Sections 17958 and 17958.7.

Section 10. The numbering of the most recent editions of the California Building Standards Codes has been completely revised from earlier editions. All references to the Uniform Codes in the Artesia Municipal Code that are not amended by this or a subsequently enacted ordinance shall refer instead to the successor section or sections contained in the California Building Standards Codes as adopted and amended by the County of Los Angeles in Titles 26, 27, 28, 29, 30,31, 32 and 33 of the Los Angeles County Code and by the City in Part 9 of Title 24 of the California Code of Regulations.

Section 11. The changes and modifications to the 2023 Editions of the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Residential Code, Green Building Standards Code, and Existing Building Code that have been enacted by this Ordinance are merely a continuation of similar changes and modifications made to earlier editions of such uniform codes, and all of such changes and modifications, whether previously enacted or enacted in this Ordinance, are reasonably necessary because of local climate, characterized by hot, dry summers, followed by strong Santa Ana winds and heavy winter rains, the location in Southern California and the relatively flat terrain of the City.

Section 12. The City Council hereby finds that the modifications to 2023 Edition of the California Building Standards Codes, incorporated into Titles 26, 27, 28, 29, 30, 31, 32 and 33 of the Los Angeles County Code and Part 9 of Title 24 of the California Code of Regulations, and adopted by the City, are reasonably necessary because of local climatic, geological, and/or topographical conditions. The specific conditions and the code sections added or amended based

on those conditions are set forth in Exhibit "A," and "A-1" attached hereto and incorporated by reference herein.

The City Council hereby further finds that the modifications to the 2023 Editions of the California Building, Electrical, Mechanical, Plumbing, Residential, Green Building Standards, and Existing Building Codes in Titles 26, 27, 28, 29, 30, 31, and 33 of the Los Angeles County Code and Part 9 of Title 24 of the California Code of Regulations, are necessary to allow the uniform application of the codes by procedures appropriate to the size and nature of the City's staff and administrative agencies by means suited to the City's experience with local climatic, geological, and topographical conditions and to provide sufficient staff support for the time-consuming inspections and analysis required by the City's fire and geological hazards.

Accordingly, the City Council finds the modifications to the 2023 Editions of the California, Building Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Green Building Standards Code, 2022 Fire Code and Existing Building Code as adopted in this Ordinance, are necessary for the protection of the public health, safety, and welfare.

Section 13. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Artesia Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

Section 14. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this ordinance be declared invalid or unenforceable.

Section 15. The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this 10th day of November, 2025.

_____
ALI SAJJAD TAJ, MAYOR

ATTEST:

_____
JENNIFER ALDRETE, CITY CLERK

ANALYSIS

This ordinance repeals those provisions of Title 33 – Existing Building Code – of the Los Angeles County Code that incorporated by reference portions of the 2019 California Existing Building Code, and replaces them with provisions incorporating by reference portions of the 2022 California Existing Building Code, published by the California Building Standards Commission, with certain changes and modifications. Unless deleted or modified herein, the previously-enacted provisions of Title 33 continue in effect.

State law requires that the County's Existing Building Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Existing Building Code, except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2022 California Existing Building Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative portions of Title 33, and incorporates by reference certain administrative provisions contained in Title 26 – Building Code – of the Los Angeles County Code.

DAWYN R. HARRISON
Acting County Counsel



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

CBS:rm

Requested: 07/12/22
Revised: 09/28/22

HOA.103776698.5

ORDINANCE NO. 2022-0057

An ordinance amending Title 33 – Existing Building Code – of the Los Angeles County Code, to adopt and incorporate by reference the 2022 California Existing Building Code, with certain changes and modifications.

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

SECTION 1. Chapters 2 through 4, 15, and 16, and Appendix A, Chapters A1, A3, A4, and A5 of this Title 33 of the Los Angeles County Code, which incorporated by reference, and modified, portions of the 2019 California Existing Building Code, are hereby repealed.

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

100 ADOPTION AND INCORPORATION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1 of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 33 of the Los Angeles County Code as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1 of Title 33 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through ~~4~~5, 15, and 16, and Appendix A, Chapters A1, A3, A4, and A5, of that certain code known and designated as the ~~2019~~2022 California Existing Building Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 33, as if fully set forth below, and shall be known as Chapters 2 through ~~4~~

5, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A5 of Title 33 of the Los Angeles County Code.

A copy of the ~~2019~~2022 California Existing Building Code shall be at all times maintained by the Building Official for use and examination by the public.

SECTION 3. Section 302.6 is hereby added to read as follows:

302.6 Parapets and appendages.

302.6.1 General compliance. Whenever the Building Official determines by inspection that, as a result of inadequate construction or bracing to resist horizontal forces, an existing parapet or appendage attached to and supported by an exterior wall of a building is likely to become a hazard to life or property in the event of earthquake disturbance, and such parapet or appendage is not an immediate hazard or danger, as described in Section 102, the Building Official may provide the owner of the building or other person or agent in control of the building, where such parapet or other appendage exists, with a written notice specifying the hazards and the inadequacies of the construction or bracing. The owner of the building or other person or agent in control of the building shall, within 12 months from the date of such written notice, eliminate the hazard as set forth below. Any person receiving notice as set out in this Section may appeal, in the manner provided by Section 102.4, to the Building Board of Appeals.

302.6.2 Wall anchor. The parapet or appendage shall be removed and the remainder of the wall shall be anchored at the roof line, or it shall be reconstructed so that it will conform structurally as nearly as practicable to the

requirements of Chapter 16 of the Building Code, or it shall be otherwise braced and strengthened in a manner satisfactory to the Building Official, so that it will resist a reasonable degree of horizontal forces without becoming dislodged or at risk of falling.

302.6.3 Inspection of existing condition. Where, in the opinion of the Building Official, it is necessary to open a portion of a roof, wall, or ceiling of a building in order to determine the structural condition of any parapet or appendage, the Building Official may order the owner to make such opening, and the owner shall comply with said order at the owner's sole cost and expense.

SECTION 4. Section 302.7 is hereby added to read as follows:

302.7 Existing glass. Whenever the Building Official determines by inspection that an existing glass installation, in rooms having an occupant load of more than 100 persons or a means of egress serving an occupant load of more than 100 persons, as determined by Chapter 10 of the Building Code, is likely to become a hazard in the event of accidental human impact, as described in Section 2406.4 of the Building Code, and such installation does not comply with the provisions for glazing in such locations, the Building Official may provide the owner of the building or other person or agent in control of the building where such glazing exists with a written notice of such condition. The owner of the building or other person or agent in control of the building shall, within 90 days after receiving said notice, replace such glass or otherwise cause the installation to conform to the requirements of the Building Code.

SECTION 5. Section A401.2 is hereby amended to read as follows:

A401.2 Scope. The provisions of this ~~c~~Chapter ~~apply to~~may be used for voluntary seismic improvements to existing buildings of wood construction that contain residential occupancies and are assigned to Risk Category II, and where the structure has a soft, weak, or open-front wall line, and there exists one or more stories above.

SECTION 6. Section A403.1 is hereby amended to read as follows:

[BS] A403.1 General. Modifications required by the provisions in this ~~c~~Chapter shall be designed in accordance with the ~~California~~ Building Code provisions for new construction, except as modified by this ~~c~~Chapter.

Exception: Buildings for which the prescriptive measures provided in Section A404 apply and are used.

Alteration of the existing lateral force-resisting system or vertical load-carrying system shall not reduce the strength or stiffness of the existing structure, unless the altered structure would remain in conformance to the ~~b~~Building ~~c~~Code and this ~~c~~Chapter.

SECTION 7. Section A404.1 is hereby amended to read as follows:

[BS] A404.1 Limitation. These prescriptive measures shall apply only to two-story buildings and only when deemed appropriate by the ~~code~~Building ~~o~~Official. These prescriptive measures rely on rotation of the second floor diaphragm to distribute the seismic load between the side and rear walls around a ground floor open area. In the absence of an existing floor diaphragm of wood structural panel or diagonal sheathing at the top of the first story, a new wood structural panel diaphragm of

minimum thickness of ¾ inch (19.1 mm) and with 10d common nails at 6 inches (152 mm) on center shall be applied. A California licensed architect or engineer shall demonstrate compliance with the requirements of Section A404.1 and shall approve and stamp the construction documents.

SECTION 8. Section A405.1 is hereby amended to read as follows:

[BS] A405.1 New materials. New materials shall meet the requirements of the California-Building Code, except where allowed by this ~~c~~Chapter.

SECTION 9. Section A407.1 is hereby amended to read as follows:

[BS] A407.1 Structural observation.

Structural observation, in accordance with Section 1704.6 of the California Building Code, is required, regardless of seismic design category, height, or other conditions. Structural observation shall include visual observation of work for conformance to the approved construction documents and confirmation of existing conditions assumed during design.

SECTION 10. Section A407.3 is hereby amended to read as follows:

[BS] A407.3 Testing and inspection.

Structural testing and inspection for new construction materials, submittals, reports and certificates of compliance shall be in accordance with Sections 1704 and 1705 of the California Building Code. Work done to comply with this ~~c~~Chapter shall not be eligible for Exceptions 1, 2, or 3 of Section 1704.2 of the California Building Code or for the exception to Section 1705.13.2 of the California Building Code.

SECTION 11. The provisions of this ordinance contain various changes, modifications, and additions to the 2022 Edition of the California Existing Building Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Existing Building Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles due to the potential for seismic activity in the region, topographical conditions that contribute to the spread of wild fires, and climatic conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

EXISTING BUILDING CODE AMENDMENTS		
CODE SECTION	**CONDITION**	**EXPLANATION**
302.6.1 to 302.6.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.

302.7	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.
A401.2	Geologic, Administrative, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures.
A404.1	Administrative, Geologic, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures. Due to these factors, the County requires a licensed architect or engineer stamp and approval of the construction documents.

SECTION 12. This ordinance shall become operative on January 1, 2023.

[TITLE33EXISTINGBUILDCODE2022CSCC]

SECTION 13. This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.

Chair

ATTEST:

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of November 15, 2022 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

	Ayes		Noes
Supervisors	Hilda L. Solis	Supervisors	None
	Holly J. Mitchell		
	Sheila Kuehl		
	Janice Hahn		
	Kathryn Barger		

Effective Date: December 15, 2022

Operative Date: January 1, 2023

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By

Nicole Davis Tinkham
Chief Deputy County Counsel

S:\Ordinances\County Counsel\2022\2022-0057

ANALYSIS

This ordinance repeals Title 32 – Fire Code – of the Los Angeles County Code, which incorporated by reference portions of the 2019 Edition of the California Fire Code, and replaces it with a new Title 32 containing that incorporates by reference the 2022 Edition of the California Fire Code, with certain changes and amendments, which itself largely incorporates by reference, with certain changes and amendments, the 2021 Edition of the International Fire Code.

State law allows the County and Consolidated Fire Protection District of Los Angeles County (District) to adopt more restrictive building standards than the 2022 Edition of the California Fire Code if they are reasonably necessary because of local climatic, geological, and/or topographical conditions. This ordinance contains findings that all of the amendments to the 2022 Edition of the California Fire Code that constitute more restrictive building standards are reasonably necessary because of local climatic, geological, and/or topographical conditions in the County of Los Angeles. This ordinance further amends Title 32 by making administrative changes and editorial corrections. Unless deleted or modified herein, the previously enacted provisions of Title 32 continue in effect. This ordinance adopts Title 32 as the Fire Code for the District.

Very truly yours,

DAWYN R. HARRISON
Interim County Counsel

By
JENNY P. TAM
Senior Deputy County Counsel
Justice and Safety Divison

JT:bd

Requested: 10/19/22
Revised: 11/28/22

ORDINANCE NO. 2023-0008

An ordinance amending Title 32 – Fire Code – of the Los Angeles County Code, by repealing it and replacing it with the 2022 Edition of the California Fire Code, by incorporating it by reference with certain changes and amendments, which itself largely incorporates by reference, with certain changes and amendments, the 2021 Edition of the International Fire Code.

This ordinance adopts more restrictive building standards than those imposed by the State of California and its agencies that are reasonably necessary because of local climatic, geological, and/or topographical conditions. Finally, this ordinance adopts Title 32 as the Fire Code for the Consolidated Fire Protection District of Los Angeles County.

The Board of Supervisors of the County of Los Angeles, also acting as the governing body of the Consolidated Fire Protection District of Los Angeles County, ordains as follows:

SECTION Title 32 is hereby repealed in its entirety.

SECTION California Code of Regulations Title 24 – Part 9: 2022 California Fire Code is hereby adopted by reference as Title 32 – Fire Code – of the Los Angeles County Code, except as amended by those changes and additions adopted in this ordinance. The section numbers used in this Title 32 are the same numbers used in the California Fire Code due to its incorporation herein.

SECTION Section 100 is hereby added to read as follows:

100 CALIFORNIA FIRE CODE AND INTERNATIONAL FIRE CODE ADOPTION BY REFERENCE:

Except as changed, amended, added to, or removed, as established by ordinance and reflected herein, the following, as if set forth fully below, are hereby adopted by reference, incorporated into, and shall be known as the chapters, appendices, sections, and other parts of Title 32 of the Los Angeles County Code:

1. The 2022 Edition of the California Fire Code, Part 9 of California Code of Regulations Title 24, including current and future errata and supplements, as reflected by the "California Matrix Adoption Tables" therein.
2. The following chapters of the 2021 Edition of the International Fire Code, each in their entirety, as published with the 2022 Edition of the California Fire Code, specifically for sections that were not adopted as part of the 2022 Edition of the California Fire Code: Chapters 1–7, 9–10, 12, 20–37, 39–40, 50–51, 53–56, 59–67, and 80.
3. The following chapters and appendices, each in their entirety, as added by the County of Los Angeles:
    a. Chapters 81–83.
    b. Appendices O, PP, QQ, and RR.

A copy of the 2022 Edition of the California Fire Code, with errata and supplements, and a copy of the 2021 International Fire Code shall be at all times

maintained by the Executive Office of the Board of Supervisors for use and examination by the public.

SECTION Section 101.1 is hereby amended to read as follows:

101.1 Title.

~~These regulations shall be known as the *Fire Code* of [NAME OF JURISDICTION]~~Title 32 of the Los Angeles County Code shall be known as the LOS ANGELES COUNTY FIRE CODE, hereinafter referred to as "this code." References made herein to the "*California Fire Code*" shall mean this code.

SECTION Section 101.2 is hereby amended to read as follows:

101.2 Scope.

This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding all of the following:

. . .

5. Conditions affecting the safety of the fire fighters and emergency responders during emergency operations.

6. Fire hydrant systems, water supply, fire equipment access, posting of fire equipment access, parking, lot identification, weed abatement, and combustible brush and vegetation that represents an imminent fire hazard, debris abatement, combustible storage abatement including flammable liquid storage, hazardous material storage and use, open-flame and open-burning, and burglar bars at State-regulated mobilehome and special occupancy parks within the jurisdiction of the County of Los Angeles Fire Department as

per California Health and Safety Code Sections 18691 and 18873.5.

SECTION Section 101.2.1 is hereby amended to read as follows:

101.2.1 Appendices.

Provisions in the appendices shall not apply unless specifically adopted. Only Appendix B, Appendix BB, Appendix C, Appendix CC, and Appendix H, from the 2022 California Fire Code have been incorporated into this code. This code also adopts Appendix O, Appendix PP, Appendix QQ, and Appendix RR.

SECTION Section 101.3 is hereby amended to read as follows:

101.3 Purpose.

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations. Consistent with this purpose, the provisions of this code are intended, and have always been intended, to confer a benefit on the community as a whole and are not intended to establish a duty of care toward any particular person.

This code shall not be construed to hold the County, the County of Los Angeles Consolidated Fire Protection District, or any officer, employee, or agent thereof responsible for any damage to persons or property by reason of any inspection authorized herein or by reason of the issuance or non-issuance of any permit authorized herein, and/or for any action or omission in connection with the application and/or

enforcement of this code. By adopting the provisions of this code, the County, any district member city, or the County of Los Angeles Consolidated Fire Protection District, does not intend to impose on itself, its employees, or agents any mandatory duties of care toward persons and property within its jurisdiction so as to provide a basis of civil liability for damages. This section is declaratory of existing law and is not to be construed as suggesting that such was not the purpose and intent of previous code adoptions.

SECTION Section 101.6 is hereby added to read as follows:

101.6 Amendments.

When reference is made to a portion of this code or other applicable laws or ordinances, the reference applies to all amendments and additions now or hereafter made. Where there is a conflict between amendments, unless otherwise expressly noted, the most recent amendment shall apply.

SECTION Section 101.7 is hereby added to read as follows:

101.7 California Fire Code errata and supplements.

When the California Building Standards Commission approves and publishes errata or supplements to the California Fire Code, Title 24, Part 9, any change made that affects the requirement or meaning of any amendment found in this ordinance shall not necessarily void or alter the requirement of that amendment. The fire code official shall render the interpretation and intent of the amendment with the new language of the errata or supplement as per Section 104.1.

SECTION Section 102.5 is hereby amended to read as follows:

102.5 Application of residential code.

Where structures are designed and constructed in accordance with the *California Residential Code*, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Provisions of this code pertaining to the interior of the structure shall apply when specifically required by this code including, but not limited to, Section 903.2.11.7. Requirements pertaining to disconnects, shutoffs, and identification of utility and similar hazards shall apply in all cases unless expressly stated otherwise. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.
2. Administrative, operational, and maintenance provisions of this code shall apply.

SECTION Section 103.1 is hereby amended to read as follows:

103.1 ~~Creation of agency~~ County of Los Angeles Fire Department.

The **~~[INSERT NAME OF DEPARTMENT]~~** ~~is hereby created and the official in charge thereof~~Fire Marshal of the County of Los Angeles Fire Department ("Fire Department"), the Fire Department being the fire authority of the Consolidated Fire

Protection District of Los Angeles County ("District"), shall be known as the fire code official. The ~~function of the agency~~Fire Department ~~shall be~~is charged with the implementation, administration and enforcement of the provisions of this code within the jurisdiction of the District.

SECTION Section 103.2 is hereby amended to read as follows:

103.2 ~~Appointment~~Fire Marshal.

~~The fire code official shall be appointed by the chief appointing authority of the jurisdiction.~~The Fire Chief shall appoint a chief officer to the position of Fire Marshal.

SECTION Section 103.2.1 is hereby added to read as follows:

103.2.1 Health Hazardous Materials Division and Forestry Division staff.

The provisions of this code may be enforced by any duly authorized member of the Health Hazardous Materials Division or the Forestry Division of the Fire Department.

SECTION Section 103.2.2 is hereby added to read as follows:

103.2.2 Enforcement by Commissioner.

The provisions of Section 325 of this code may be enforced by the Agricultural Commissioner of the County of Los Angeles.

SECTION Section 104.1 is hereby amended to read as follows:

104.1 General.

The fire code official is hereby authorized to enforce the provisions of this code. The fire code official shall have the authority to render interpretations of this code and to adopt policies, procedures, rules and regulations in order to implement its provisions or to clarify the application of its provisions. Such interpretations, policies, procedures,

rules and regulations shall be ~~in compliance~~consistent with the intent and purpose of this code. Such policies, procedures, rules and regulations shall not have the effect of waiving requirements specifically provided for in this code. A copy of such interpretations, rules, and regulations shall be filed with the Executive Office of the Board of Supervisors and shall be in effect immediately thereafter.

SECTION Section 104.1.1 is hereby added to read as follows:

104.1.1 Enforcement authority.

Under the Fire Chief's direction, members of the Fire Department are authorized to enforce all ordinances of the jurisdiction and the laws of the State pertaining to:

1. The prevention of fires.
2. The suppression or extinguishment of dangerous or hazardous fires.
3. The storage, use, and handling of hazardous materials.
4. The installation and maintenance of automatic, manual, and other private fire alarm systems and fire-extinguishing equipment.
5. The maintenance and regulation of fire escapes.
6. The maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures, and other property, including those under construction.
7. The maintenance of means of egress.
8. The investigation of the cause, origin, and circumstances of fire and unauthorized releases of hazardous materials.
9. Brush clearance.

10. All other matters within the scope of this code.

Note: For authority related to control and investigation of emergency scenes, see Section 104.11.

SECTION Section 104.5.1 is hereby added to read as follows:

104.5.1 Fire and law enforcement personnel.

The fire code official and designated representatives of the fire code official may issue citations for violations of this code, of the regulations authorized by this code, and of the standards as set forth in Chapter 82 of this code.

When requested to do so by the fire code official, the chief of any law enforcement agency is authorized to assign such available law enforcement officers as necessary to assist the Fire Department in enforcing the provisions of this code.

SECTION Section 104.7 is hereby amended to read as follows:

104.7 Liability.

The fire code official, member of the ~~board of appeals~~fire code appeals review panel, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

SECTION Section 104.10 is hereby amended to read as follows:

104.10 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the fire code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Requests for approval to use an alternate material, assembly of materials, equipment, method of construction, method of installation of equipment or means of protection shall be made in writing to the Fire Marshal by the owner or the owner's authorized representative and shall be accompanied by a justification that is supported by evidence to substantiate any claim being made regarding the requested alternative and its compliance with the intent of this code. The Fire Marshal may require independent tests be performed by an approved testing organization in order to substantiate the proposed alternative.

Approval of a request for use of an alternative material, assembly of materials, equipment, method of construction, method of installation of equipment or means of protection made pursuant to these provisions shall be limited to the particular case covered by the request and shall not be construed as establishing any precedent for any future request. Where the alternative material, design or method of construction is

not approved, the fire code official shall respond in writing, stating the reasons why the alternative was not approved.

SECTION Section 104.11 is hereby amended to read as follows:

104.11 Fire investigations.

The fire code official~~, the fire department or other responsible authority~~ or authorized personnel shall have the authority to investigate promptly the cause, origin and circumstances of any fire, hazardous material incident, explosion, or other hazardous condition which is of suspicious origin. The investigator is authorized to take immediate charge of all physical evidence relating to the cause of the incident, and to pursue the investigation to its conclusion under the direction of the Fire Chief or an authorized deputy Fire Chief, in cooperation with the appropriate law enforcement agency. Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law.

SECTION Section 104.12.4 is hereby added to read as follows:

104.12.4 Privately contracted private fire prevention resources.

Any privately contracted private fire prevention resource shall focus on prefire treatment activities and pretreatment of values-at-risk and other nonemergency activities, and shall comply with Sections 104.12.4.1 through 104.12.4.5.

SECTION Section 104.12.4.1 is hereby added to read as follows:

104.12.4.1 Permit required.

A valid operational permit shall be obtained by privately contracted private fire prevention resources. Permits shall be required as set forth in Section 105.5. Privately contracted fire prevention resources shall comply with all State and local requirements.

SECTION Section 104.12.4.2 is hereby added to read as follows:

104.12.4.2 Requirement to obey orders.

Any privately contracted private fire prevention resource must obey all regulations, and legal orders, including evacuation orders, given by the incident commander or incident commander's designee within an emergency area.

SECTION Section 104.12.4.3 is hereby added to read as follows:

104.12.4.3 Required check in.

Upon arriving at the emergency area, any privately contracted private fire prevention resource shall check-in with the incident commander or incident commander's designee.

SECTION Section 104.12.4.4 is hereby added to read as follows:

104.12.4.4 Permit display.

Each privately contracted private fire prevention resource vehicle must display a copy of the valid privately contracted private fire prevention resources permit in clear view from the exterior of the vehicle.

SECTION Section 104.12.4.5 is hereby added to read as follows:

104.12.4.5 Liaison.

Privately contracted private fire prevention resources shall have a liaison at the incident command post.

SECTION Section 105.1 is hereby amended to read as follows:

105.1 General.

Permits shall be in accordance with Sections 105.1.1 through 105.6.~~2~~24~~2~~5.

SECTION Section 105.1.1.1 is hereby added to read as follows:

105.1.1.1 Fee schedule.

For fee amounts, refer to the currently adopted version of the Fire-Code Fee Schedule, Appendix QQ of this code.

SECTION Section 105.5 is hereby amended to read as follows:

105.5 Required operational permits.

The fire code official is authorized to issue operational permits for any activities within the scope of this code, ~~the operations~~including but not limited to those set forth in Sections 105.5.2 through 105.5.~~52~~55.

SECTION Section 105.5.10 is hereby amended to read as follows:

105.5.10 Covered and open mall buildings.

An operational permit is required for:

1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall.
2. The display of liquid- or gas-fired equipment in the mall.
3. The use of open-flame or flame-producing equipment in the mall.
4. The use of a mall as a place of assembly.

SECTION Section 105.5.16 is hereby amended to read as follows:

105.5.16 Explosives.

An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks, or pyrotechnic special effects within the scope of Chapter 56 of this code, or when a local permit or approval

from the fire code official is required by the California Code of Regulations, Title 19, Division 1, Chapter 6 – Fireworks, or Chapter 10 – Explosives. *See Health and Safety Code Division 11, Part 1, Section 12000, et seq. for additional requirements.*

Exceptions:

1. Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.
2. Small arms ammunition of .75 caliber or less, cartridges for propellant-actuated power devices and cartridges for industrial guns, 20 pounds or less of smokeless powder, five pounds or less of black sporting powder providing such smokeless or black sporting powder is for the hand loading of small arms or small arms ammunition of .75 caliber or less and that it is for personal use and not for resale.
3. The possession, and use of California State Fire Marshal classified safe and sane fireworks as allowed by State law and local ordinance in accordance with California Health and Safety Code Section 12541.1.
4. The possession, and use of California State Fire Marshal classified snap caps or party poppers pyrotechnic devices in accordance with California Code of Regulations, Title 19, Public Safety.

SECTION Section 105.5.18 is hereby amended to read as follows:

105.5.18 Flammable and combustible liquids.

An operational permit is required:

. . .

6. To operate tank vehicles, equipment, tanks, plants, terminals, wells, including natural gas wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed, or used. See Section 5706.3.9 for oil and natural gas wells.

. . .

12. Allow a tank car to remain on a siding at the point of delivery while connected for transfer operations. Transfer operations shall be in accordance with Department of Transportation requirements and this code.

SECTION Section 105.5.22 is hereby amended to read as follows:

105.5.22 Hazardous materials.

An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.5.22. In addition, unified program facility permits are required by Chapters 12.50, 12.52, and 12.64 of Title 12, Environmental Protection, of the County Code.

SECTION Section 105.5.24 is hereby amended to read as follows:

105.5.24 High-piled combustible storage.

An operational permit is required to use a building or portion thereof with more than 500 square feet (46 m^2), including aisles, of high-piled combustible storage. In addition to any of the requirements of Chapter 32 of this code, a letter describing the type and amount of material to be stored and the method of storage, plus a floor plan showing the dimension and location of the stockpiles and aisles shall be submitted with applications for such permits.

SECTION Section 105.5.29 is hereby amended to read as follows:

105.5.29 LP-gas. An operational permit is required for:

1. Storage and use of LP-gas.

Exceptions: ~~A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons (1893 L), serving occupancies in Group R-3.~~

a. A permit is not required for an individual nonportable outdoor container with a 500-gallon (1893 L) water capacity or less, or for multiple nonportable outdoor containers or outdoor nonportable container systems having an aggregate quantity not exceeding 500 gallons (1893 L) water capacity serving occupancies in Group R-3 on one premises.

b. A permit is not required for outdoor portable containers of less than 125-gallon (473.2 L) aggregate water capacity on one premises.

c. A permit is not required for the storage of LP-gas in Department of Transportation specification cylinders with a maximum water capacity of 2½ pounds (1 kg) used in completely self-contained hand torches and similar applications stored or displayed at a consumer or retail site and the total aggregate capacity of all LP-gas containers does not exceed 200 pounds as allowed per Section 6109.9 of this code.

2. Operation of cargo tankers that transport LP-gas.

SECTION Section 105.5.34 is hereby amended to read as follows:

105.5.34 Open burning.

An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with.

Exception: ~~R~~A recreational fires~~ is~~ subject to the provisions of this code, but is exempt from need for a permit provided that all of the following apply:

1. The fire is not located in a wildfire risk area or in a very high, high, or moderate fire hazard severity zone, except where located on private property with consent of the owner; meeting the size

requirements in #2, below; and meeting the requirements of Sections 307.4 through 307.5.

2. The fire conforms to the definition of a "recreational fire", which limits the size of the fire to a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height; limits the combustibles to burning no rubbish; and restricts the purpose of the fire to pleasure, religious, ceremonial, cooking, warmth or similar.

For restrictions and requirements for each type of open burning, including but not limited to bonfires and recreational fires, see Section 307. For fires, including a small fire, in wildfire risk areas, see "Activities in wildfire risk areas" permit requirements (Sections 105.5.55.1 and 326.2).

SECTION Section 105.5.42 is hereby amended to read as follows:

105.5.42 Pyrotechnic special effects material.

An operational permit is required for use and handling of pyrotechnic special effects material. *See Health and Safety Code Division 11, Part 2, Section 12500, et seq. for additional requirements.* For pyrotechnic and special effects used for motion picture, television, and commercial productions, see Section 105.5.54(2).

SECTION Section 105.5.46 is hereby amended to read as follows:

105.5.46 Rooftop ~~heliports~~helicopter facilities.

An operational permit is required for the operation of a rooftop ~~heliport~~helicopter facility, including but not limited to one referred to in this code as an Emergency Helicopter Landing Facility (EHLF) for high-rise buildings. See Sections 2007.9 through 2007.11.1.

Issuance of this permit shall be determined at the level of the Fire Marshal, on a case-by-case basis.

SECTION Section 105.5.54 is hereby amended to read as follows:

105.5.54 ***~~Additional~~*****Film and production *permits.***

In addition to the permits required by Section 105.6, the following permits shall be obtained from the ~~Bureau of~~ Fire Prevention Division *prior to engaging in the following activities, operations, practices, or functions:*

1. ***Production facilities**. To change use or occupancy, or allow the attendance of a live audience, or for wrap parties.*
2. **Motion picture, television, commercial, and related production filming — *~~P~~pyrotechnics and special effects.*** *To use pyrotechnic special effects, open flame,* hot work, *use of flammable or combustible liquids and gases,* dust, *welding, and the parking of motor vehicles in any building or location used for the purpose of motion picture, television and commercial production.*
3. ***Live audiences.*** *To install seating arrangements for live audiences in approved production facilities, production studios and sound stages. See Chapter 48.*
4. **Motion picture, television, commercial, and related production filming.** An operational permit is required to conduct motion picture, television, commercials, and related productions outside of an approved production facility.

5. **Motion picture, television, commercial, and related production filming — fuel-dispensing trucks and vehicles.** An annual operational permit is required to dispense flammable or combustible liquids, liquefied petroleum gases, or compressed natural gas from trucks or vehicles to equipment and vehicles on motion picture, television, and commercial production locations.

6. **Commercial still photography production with on-site cast and crew numbering fifteen (15) or more persons.** An operational permit is required to take still photographs for commercial purposes outside of an approved production facility and where the on-site cast and crew numbers fifteen (15) or more persons.

SECTION Section 105.5.55 is hereby added to read as follows:

105.5.55 Additional required operational permits.

The fire code official is authorized to issue permits for any of the following:

SECTION Section 105.5.55.1 is hereby added to read as follows:

105.5.55.1 Activities in wildfire risk areas.

An operational permit is required for any of the activities as described in Section 326.2 of this code.

SECTION Section 105.5.55.2 is hereby added to read as follows:

105.5.55.2 Automobile wrecking yards.

See Chapter 81, AUTOMOBILE WRECKING YARDS.

SECTION Section 105.5.55.3 is hereby added to read as follows:

105.5.55.3 Bonfire.

An operational permit is required for a bonfire, which is defined in this code as "An outdoor fire utilized for ceremonial purposes," and shall be subject to the requirements of open burning. See "Open burning" permit requirement (Sections 105.5.34 and 307), and "Activities in wildfire risk areas" permit requirements (Section 105.5.55.1 and 326.2).

SECTION Section 105.5.55.4 is hereby added to read as follows:

105.5.55.4 Helicopter landing facility.

An operational permit is required for nonemergency use of any helicopter landing facility that is intended for emergency use, even if not exclusively; or that is required by the code. See Sections 2007.9 through 2007.11.1. For a "rooftop helicopter facility," see operational permit by that name.

SECTION Section 105.5.55.5 is hereby added to read as follows:

105.5.55.5 Mass-gathering event.

If attendance is greater than 5,000 people, the event shall be in accordance with Reference No. 842 of the County of Los Angeles Department of Health Services Prehospital Care Manual, and a permit for mass-gathering event shall be required. See Section 403.11.2.

SECTION Section 105.5.55.6 is hereby added to read as follows:

105.5.55.6 Model rockets.

An operational permit is required to operate a model rocket motor or an experimental high-powered rocket motor as defined in Title 19 California Code of

Regulations, Section 980. See Sections 5611, MODEL ROCKETS, and 5612, EXPERIMENTAL HIGH POWER ROCKETS AND MOTORS.

SECTION Section 105.5.55.7 is hereby added to read as follows:

105.5.55.7 Pallet yard.

An operational permit is required to store, manufacture, refurbish, or otherwise handle greater than 2,500 cubic feet (71 m^3) of combustible plastic or wood pallets in an outdoor yard.

SECTION Section 105.5.55.8 is hereby added to read as follows:

105.5.55.8 Parade float.

An operational permit is required to use a parade float for public performance, presentation, spectacle, entertainment, or parade. See Section 324, PARADE FLOATS.

SECTION Section 105.5.55.9 is hereby added to read as follows:

105.5.55.9 Privately contracted private fire prevention resource.

An operational permit is required for any privately contracted resource to conduct private fire prevention activities in an emergency area. Privately contracted fire prevention resources shall comply with all State and local requirements.

See Section 104.12.4, Privately contracted fire prevention resources.

SECTION Section 105.5.55.10 is hereby added to read as follows:

105.5.55.10 Recreational fire.

See "Open burning" permit (Sections 105.5.34 and 307), and "Activities in wildfire risk areas" permit (Sections 105.5.55.1 and 326.2) requirements.

SECTION Section 105.5.55.11 is hereby added to read as follows:

105.5.55.11 Rifle range.

An operational permit is required to establish, maintain, or operate a rifle range. See Section 326.2, and Appendix RR, RIFLE RANGE.

SECTION Section 105.6 is hereby amended to read as follows:

105.6 Required construction permits.

The fire code official is authorized to issue construction permits for ~~work as~~any activities within the scope of this code, including but not limited to, those set forth in Sections 105.6.1 through 105.6.~~24~~25.

SECTION Section 105.6.15 is hereby amended to read as follows:

105.6.15 LP-gas.

A construction permit is required for installation of, or modification to, an LP-gas system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit. Also see Section 6101.3.

SECTION Section 105.6.25 is hereby added to read as follows:

105.6.25 Additional required construction permits.

The fire code official is authorized to issue permits for any of the following:

SECTION Section 105.6.25.1 is hereby added to read as follows:

105.6.25.1 Fuel modification plan review.

Review and approval by the fire code official is required prior to the installation of landscaping that is required to be fire resistive by this code or by another requirement enforced by the fire code official. See Chapter 49, REQUIREMENTS FOR WILDLAND-URBAN INTERFACE FIRE AREAS.

SECTION Section 105.6.25.2 is hereby added to read as follows:

105.6.25.2 Land development plan review.

When required by law or other agencies, review and approval by the fire code official is required prior to final approval of the following applications: tract maps, parcel maps, final maps, planned unit developments, conditional use permits, design overlay reviews, environmental impact reviews, road vacations, zone changes, water plan reviews, and gate design review for land development projects. See Section 328, LAND DEVELOPMENT AND ENVIRONMENTAL REVIEW FEES.

SECTION Section 106.2.1 is hereby amended to read as follows:

106.2.1 Information on construction documents.

Construction documents shall be drawn to scale on ~~suitable material~~substantial paper. Documents in a digital format are allowed to be submitted where approved by the fire code official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the fire code official. The first sheet of each set of plans shall give the street address of the property, the assessor's parcel number, the name and address of the owner, and persons who prepared the plans. Plans shall also include a plot plan showing the location of the proposed building and of every existing building on the property.

SECTION Section 106.2.4.2 is hereby added to read as follows:

106.2.4.2 Expiration of construction documents approval by fire code official when no building permit issued.

A fire code official construction document approval necessary for a building permit to be issued, for which the building official ultimately does not issue a building permit, shall expire one year after the date of approval by the fire code official. Construction documents including plans, specifications, and computations previously submitted may thereafter be returned to the applicant or destroyed by the fire code official. The fire code official may extend the time for action by the applicant for a period of six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No construction or plan approval document shall be extended more than twice.

Once a construction document approval and any extension thereof has expired, the applicant shall resubmit construction documents including plans, specifications, computations, and payment of plan review fees. Construction document approval for which a building permit has been issued and thereafter expired according to the Building Code shall be null and void. In such circumstances, construction documents including plans, specifications, and computations shall be resubmitted for construction document approval.

SECTION Section 106.4 is hereby amended to read as follows:

106.4 Retention of construction documents.

One set of construction documents shall be retained by the fire code official for a period of not less than ~~180~~90 days from date of completion of the permitted work, or as required by Section 19850 of the California Health and Safety Code, or other applicable state or local laws. One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

SECTION Section 107.3 is hereby amended to read as follows:

107.3 ~~Permit valuations~~Reserved.

~~The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the fire code official. Final permit valuation shall be set by the fire code official.~~

SECTION Section 107.6.1 is hereby added to read as follows:

107.6.1 Plan review refunds.

No portion of the plan review fee shall be refunded, unless no review has been performed on a set of plans, in which case 80 percent of the plan review fee shall be refunded.

SECTION Section 109.7 is hereby added to read as follows:

109.7 Occupant count.

When required by the fire code official, the permittee holding a place of assembly operational permit shall use an approved method to maintain an accurate count of the number of occupants present in a place of an assembly room including any accessory areas. If at any time the fire code official determines that an accurate count of occupants is not being maintained by the permittee, the assembly room and accessory areas shall be cleared of occupants until an accurate occupant count can be made.

SECTION Section 111.1 is hereby amended to read as follows:

111.1 ~~Board of appeals established~~Appeals process.

~~In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.~~ When an applicant seeking an approval from the fire code official disagrees with the decision of the fire code official regarding the conditions, methods of construction, equipment, or operations regulated by this code, the applicant may file a written appeal to the Assistant Fire Chief of the Fire Prevention Division (i.e., the Fire Marshal) pursuant to Section 109.2 of this code. A written appeal must be submitted no later than 30 days after the applicant has notice of the decision being appealed. The Fire Marshal, after considering all the facts presented, including any communication

from the general public regarding the matter appealed, shall provide a written decision responding to the appeal. If the applicant is not satisfied with the decision of the Fire Marshal, the applicant shall, within 10 days of receipt of the Fire Marshal's decision, request in writing that the decision be reviewed by a fire code appeals review panel, a three-person panel consisting of the following individuals: the Deputy Fire Chief of Prevention, the Deputy Fire Chief of Operations, and the jurisdictional Building Official, or equivalent, or designee thereof. The fire code appeals review panel shall transmit its written decision on the appeal to the applicant. The fire code appeals review panel shall be the final authority in the appeals process.

SECTION Section 111.2 is hereby amended to read as follows:

111.2 Limitations on authority.

An ~~application~~applicant's ~~for~~appeal shall be based on a claim that the true intent of this code or the ~~rules legally~~regulations adopted thereunder have been incorrectly interpreted, that the provisions of this code do not ~~fully~~apply, or that an equivalent or better form of construction ~~is~~was proposed by the applicant and was denied by the fire code official. The ~~board shall not have authority~~appeals process shall not be used to waive requirements of this code or interpret the administration of this code.

For an appeal regarding fuel modification plan requirements, an applicant must use the appeals process as per Section 4906.3.3.

SECTION Section 111.3 is hereby amended to read as follows:

111.3 Qualifications.

The ~~board of~~fire code appeals review panel shall consist of ~~members who are qualified by experience and training to pass on matters pertaining to hazards of fire,~~

~~explosions, hazardous conditions or fire protection systems, and are not employees of the jurisdiction~~the Deputy Chief of Prevention, the Deputy Chief of Operations, and the jurisdictional Building Official, or equivalent, or designee thereof.

SECTION Section 111.4 is hereby amended to read as follows:

111.4 Administration.

The fire code official shall take immediate action in accordance with the decision of the ~~board~~fire code appeals review panel.

SECTION Section 112.4 is hereby amended to read as follows:

112.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a ~~[SPECIFY OFFENSE]~~misdemeanor unless such violation is declared to be an infraction by Chapter 82 of this code, punishable by a fine of not more than ~~[AMOUNT] dollars~~$1,000 or by imprisonment not exceeding ~~[NUMBER OF DAYS]~~six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. For the purposes of this section, a forfeiture of bail shall be equivalent to a conviction.

SECTION Section 112.4.1 is hereby amended to read as follows:

112.4.1 Abatement of violation.

In addition to the imposition of penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain,

correct, or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

The owner of any parcel upon which a nuisance is found to exist may, as provided for by State, County, and local law, be liable for all costs of abatement of the nuisance.

SECTION Section 112.5 is hereby added to read as follows:

112.5 Responsibility for fire suppression and related costs.

Any person: (1) who negligently, or in violation of the law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him/her to escape onto any public or private property; (2) other than a mortgagee, who, being in actual possession of a structure, fails or refuses to correct, within the time allotted for correction, despite having the right to do so, a fire hazard prohibited by law, for which a public agency properly has issued a notice of violation respecting the hazard; or (3) including a mortgagee, who, having an obligation under other provisions of law to correct a fire hazard prohibited by law, for which a public agency has properly issued a notice of violation respecting the hazard, fails or refuses to correct the hazard within the time allotted for correction, despite having the right to do so, is liable for the fire suppression costs incurred in fighting the fire, for the cost of providing rescue or emergency medical services, for the cost of investigating and making any reports with respect to the fire, and for the costs relating to accounting for that fire and the collection of any funds pursuant to State or local law, including but not limited to, administrative costs of operating a fire suppression cost recovery program to the fullest extent authorized by law. All of these

costs shall be a charge against that person, shall constitute a debt of that person, and is collectible by the federal, State, County, public, or private agency, incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied.

SECTION Section 112.5.1 is hereby added to read as follows:

112.5.1 Responsibility for costs for emergency response related to hazardous substances.

All expenses of an emergency response necessary to protect the public from a real and imminent threat to health and safety by a public agency to confine, prevent, or mitigate the release, escape, or burning of hazardous substances are a charge against any person whose negligence causes the incident to the fullest extent authorized by law, if either of the following occurs:

1. Evacuation beyond the property where the incident originates is necessary to prevent loss of life or injury.
2. The incident results in the spread of hazardous substances or fire posing a real and imminent threat to public health and safety beyond the property of origin.

Expenses reimbursable to the County or Fire District pursuant to this section are a debt of the person liable therefor, and shall be collectible in the same manner as in the case of an obligation under contract, express or implied. The charge created against the person related to hazardous substances by this section is also a charge against the person's employer if the negligence causing the incident occurs in the course of the person's employment.

SECTION Section 113.1 is hereby amended to read as follows:

113.1 Order.

Where the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code, or in a dangerous or unsafe manner, the fire code official is authorized to issue a stop work order. The fire code official is authorized to order the work, the operation, or the use stopped or the evacuation of any premises, building, or vehicle or portion thereof which has or is a condition hazardous to life or property.

SECTION Section 113.4 is hereby amended to read as follows:

113.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~subject to fines established by the authority having jurisdiction~~liable for administrative fines and subject to prosecution as allowed by Title 1, Section 1.25 of the County Code or other applicable laws or regulations.

SECTION Section 114.1.1 is hereby amended to read as follows:

114.1.1 Unsafe conditions.

Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress, inadequate light and ventilation, or that constitute a fire hazard, are otherwise dangerous to human life or the public welfare, or involve illegal or improper occupancy or inadequate maintenance, dilapidation, obsolescence, hazardous material contamination, disaster damage, or abandonment as specified in this code shall be deemed an unsafe condition. Unsafe

structures shall be taken down and removed or made safe, as the fire code official deems necessary and as provided for in this section. A vacant structure that is not secured against unauthorized entry shall be deemed unsafe.

SECTION Section 202 is hereby amended to read as follows:

202 GENERAL DEFINITIONS

. . .

AREA OF FIREFIGHTING OPERATIONS. Those portions of the fire apparatus access road in which the structure's exterior walls face the required fire apparatus access road. The area of firefighting operations also includes the area in between such portions of the fire apparatus roads and the structure.

. . .

BONFIRE. An outdoor fire utilized for ceremonial purposes. A bonfire is a fire that would otherwise be considered a recreational fire except that it exceeds the size restrictions of a recreational fire, those being a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

. . .

COMMISSIONER. Shall mean the Agricultural Commissioner/Director of Weights and Measures for the County of Los Angeles.

. . .

CROWD MANAGER. Standby personnel, usually security or usher personnel, who are trained in the proper procedure to exit people from a tent or other place of public assemblage in an orderly and calm fashion in the event of an emergency.

. . .

EMERGENCY AREA. The geographical area where the fire code official, exercising authority pursuant to Section 104.11 at the scene of a fire or other emergency involving the protection of life or property, has declared there is an immediate risk to health, life, property, or the environment within that area.

. . .

EMERGENCY HELICOPTER LANDING FACILITY (EHLF). A clear area at ground level or on the roof of a building capable of accommodating a helicopter engaged in firefighting and/or emergency evacuation operations.

. . .

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, private driveway, parking lot lane and access roadway.

. . .

FIRE- FLOW. See Appendix B, Section B102.

FIRE HAZARD SEVERITY ZONES. See Section 4902.1.

. . .

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a premises, building, or portion thereof, by one or more qualified individuals for the sole purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, alerting the occupants, and notifying the fire department. Also see Section 401.10, Fire watch procedures.

. . .

FLOAT. A floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes. Not to be confused with "Parade Float" (as in Section 324).

FLOATING LUMINARY is a floating airborne device containing open flaming or smoldering material capable of causing ignition to combustibles with which it may come into contact. Floating luminaries may also be referred to as sky lanterns, flying lanterns, sky candles, and wish lanterns. Also see "Sky Lantern."

. . .

FUEL MODIFICATION. Shall mean any modification or removal of fuels to reduce the likelihood of ignition or the resistance to fire control.

. . .

GOVERNING BODY. Shall mean the official board or council elected to rule the municipality or other public agency.

. . .

HAZARDOUS MATERIALS. Those chemicals or substances which are physical hazards or health hazards as defined and classified in this chapter, whether the materials are in usable or waste condition. Hazardous materials mixtures are those substances that contain one percent or more of a hazardous ingredient, or one-tenth of one percent of a carcinogen. This definition includes, but is not limited to, those hazardous wastes, hazardous materials, and extremely hazardous wastes listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 5: Section 66261.126 and Appendix X.

. . .

HAZARDOUS WASTE. Shall mean a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

HAZARDOUS WASTE CONTROL LAW. Shall mean the State law which implements a cradle-to-grave management system found in the California Health and Safety Code.

. . .

HEALTH HAZARDOUS MATERIALS DIVISION (HHMD). Shall mean a part of the Consolidated Fire Protection District of Los Angeles County (District) or Los Angeles County Fire Department, Prevention Services Bureau, that is responsible for regulating hazardous materials business plans and chemical inventories, hazardous waste generators, on-site treatment of hazardous waste, risk management plans for responding with hazardous materials squads to emergency incidents involving hazardous materials, supervising cleanup of on-site and containment facilities, and declaring emergency response scenes safe for re-entry.

. . .

MALIBU–SANTA MONICA MOUNTAIN. See Appendix PP, Section PP103.

. . .

SAN GABRIEL SOUTHFACE AREA. See Appendix PP, Section PP103.

. . .

SPECIAL AMUSEMENT *AREA*. A special amusement *area* is *any* temporary ~~or~~, permanent, or mobile building or portion thereof that is occupied for amusement, entertainment or educational purposes and *is arranged in a manner that*:

1. *Makes the means of egress path not readily apparent due to visual and audio distractions, or*
2. *Intentionally confounds identification of the means of egress path, or*
3. *Otherwise makes the means of egress path not readily available because of the nature of the attraction or mode of conveyance through the special amusement area, building, structure or portion thereof.*

. . .

UNAUTHORIZED DISCHARGE. A release or emission of materials in a manner which does not conform to the provisions of this code or applicable public health and safety regulations. This shall mean any spilling, leaking, releasing, leaching, emptying, dumping, or disposing of a hazardous material/waste into the environment, unless permitted by a regulatory agency.

UNIFIED PROGRAM. Consolidates six environmental programs regarding the management of hazardous waste, hazardous materials, and underground storage tanks under one management system.

UNIFIED PROGRAM FACILITY PERMIT. A consolidated permit issued pursuant to Section 25284 of the Health and Safety Code and Division 4 of Title 11 of the County Code relating to the underground storage of hazardous materials,

Chapter 12.52 of Title 12 of the County Code relating to the generation or handling of hazardous waste or extremely hazardous waste, Chapter 12.64 of Title 12 of the County Code relating to handling of hazardous materials or acutely hazardous materials, and those city codes or resolutions related to the unified program elements administered by those cities as participating agencies to the Los Angeles County Certified Unified Program Agency.

. . .

WASTE. A material that has been used or for whatever reason can or will no longer be used for its intended purpose, or has been discarded and not specially excluded by Health and Safety Code, Division 20, Chapter 6.5.

WATER UTILITY. An organization that provides water within a geographic service area and the water purveyor is recognized by the County of Los Angeles Fire Department.

WATER UTILITY SERVICE AREA. A geographic area in which a water purveyor could provide the required fire flow from approved fire hydrants for firefighting purposes.

. . .

SECTION Section 301.2 is hereby amended to read as follows:

301.2 Permits.

Permits shall be required as set forth in Section 105.5 for the activities or uses regulated by Sections 306, 307, 308, 315, 320 ~~*and 322*~~, 324, 326, and 328.

SECTION Section 302.1 is hereby amended to read as follows:

302.1 Definitions.

The following terms are defined in Chapter 2:

. . .

BONFIRE.

COMMISSIONER.

FIRE HAZARD SEVERITY ZONES.

FLOATING LUMINARY.

GOVERNING BODY.

. . .

SECTION Section 304.1.1 is hereby amended to read as follows:

304.1.1 Waste material.

Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof; under a ground-mounted photovoltaic array; ~~or~~ in any court, yard, vacant lot, alley, parking lot, or open space~~,~~; or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or other similar structure.

SECTION Section 304.1.2 is hereby amended to read as follows:

304.1.2 Vegetation.

Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in wildland-urban interface areas shall be in accordance with Section 325 and *Chapter 49* of this code.

SECTION Section 304.2.1 is hereby added to read as follows:

304.2.1 Removal.

Combustible rubbish stored in containers outside of noncombustible vaults or rooms shall be removed from buildings at least once each working day or at intervals specified by the fire code official. The storage or accumulation of combustible waste matter within any building in such a quantity or location as to constitute a fire hazard is prohibited.

SECTION Section 307.1 is hereby amended to read as follows:

307.1 General.

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.~~5~~7.

SECTION Section 307.2 is hereby amended to read as follows:

307.2 Permit required.

A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled.

A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a recreational fire where the fuel is not contained as described in Chapter 3 nor limited as defined in Section 202, RECREATIONAL FIRE, to

having a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height, for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

SECTION Section 307.2.1 is hereby amended to read as follows:

307.2.1 Authorization.

Where required by ~~s~~State or local law or regulations, open burning shall only be permitted with prior approval from the fire code official, a United States Forest Service Officer having jurisdiction, or the ~~s~~State or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

SECTION Section 307.6 is hereby added to read as follows:

307.6 Open fires.

Permits shall be required as set forth in Section 105.6.

A person shall not build, light, maintain, or cause or permit to be built, lighted, or maintained, any open outdoor fire or use or cause or permit to be used, any open outdoor fire for any purpose except:

1. When such fire is set or permission for such fire is given in the performance of the official duty of any public officer, and the fire, in the opinion of such public officer, is necessary for:
   (i) The purpose of the prevention of a fire hazard which cannot be abated by any other means; or
   (ii) The instruction of public employees in the methods of fighting fire.

2. When such fire is set pursuant to permit on property used for industrial or institutional purposes for the purpose of instruction of employees in methods of fighting fire.

3. When such fire is set in the course of any agricultural operation in the growing of crops or raising of fowl or animals.

4. On a public beach area owned, managed, or controlled by the County, otherwise permitted by this code.

5. In a County-owned park or recreation camp as otherwise permitted by this code.

6. Bonfires permitted by the fire code official.

7. For cooking, recreational, or ceremonial fires on private property with a maximum fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height, in locations outside of wildfire risk areas.

SECTION Section 307.7 is hereby added to read as follows:

307.7 Designated open fire areas.

The fire code official is authorized to designate places on private property, with the permission of the owner thereof, or upon any public road, or within any public park, or upon any public land, where open fires may be built.

The fire code official may place or cause to be placed uniform signs or posters on or at such premises indicating the place or limits where such fires may be built and maintained without further permission; however, it shall be unlawful to leave, or cause or permit to be left unattended, any fire burning in such place.

SECTION Section 308.1.4 is hereby amended to read as follows:

308.1.4 ~~Open-flame cooking devices~~Reserved.

~~Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.~~

~~Exceptions:~~

~~1. One- and two-family dwellings.~~

~~2. Where buildings, balconies and decks are protected by an automatic sprinkler system.~~

~~3. LP-gas cooking devices having LP-gas container with a water capacity not greater than $2^{1}/_{2}$ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].~~

SECTION Section 308.1.6.3 is hereby amended to read as follows:

308.1.6.3 Sky lanterns/floating luminaries.

~~A person shall not release or cause to be released an untethered sky lantern.~~ The use or release of a floating luminary is prohibited.

Exception: When a permit is issued by the fire code official for use or release of a floating luminary for ceremonial, educational, or research purposes and where safeguards approved by the fire code official are used to prevent unintended ignition of combustibles. Floating luminary use or release shall be allowed only at a specific location and during prescribed weather conditions.

SECTION Section 311.5 is hereby amended to read as follows:

311.5 Placards.

When required by the fire code official, ~~A~~any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section ~~111~~114 of this code relating to structural or interior hazards shall be marked as required by Sections 311.5.1 through 311.5.5.

SECTION Section 314.4 is hereby amended to read as follows:

314.4 Vehicles.

Liquid-fueled or gaseous-fueled vehicles, aircraft, boats or other motorcraft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or batteries are disconnected except where the fire code official requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed ~~one-quarter tank or 5 gallons (19 L) (whichever is least).~~any of the following:
   - 2.1. Class I, II and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
   - 2.2. LP gas does not exceed one-quarter gallon tank or 6.6 gallons (25 L), whichever is less.
   - 2.3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m^3), whichever is less.
   - 2.4. Hydrogen does not exceed one-quarter tank or 2000 cubic feet (0.57 m^3), whichever is less.

3. Fuel tanks and fill openings are closed and sealed to prevent tampering.

4. Vehicles, aircraft, boats or other motorcraft equipment are not fueled or defueled within the building.

5. The fire code official is authorized to make additional requirements and restrictions, or to deny permission for the display, based upon the hazards inherent with the display, such as but not limited to those associated with the battery technology of the vehicle.

SECTION Section 316.6.1 is hereby amended to read as follows:

316.6.1 Structures.

Structures shall not be constructed within the utility easement beneath high-voltage transmission lines.

Exceptions: Restrooms and unoccupied telecommunications structures of noncombustible construction less than 15 feet (4572 mm) in height provided that they are grounded and bonded in accordance with the Electrical Code, and fully bonded from roof to foundation and connected to the structure's grounding system. Additionally, signs approved by the fire code official, that read "CAUTION – HIGH VOLTAGE LINES OVERHEAD" shall be provided at all entrances leading to the restrooms and unoccupied structures.

SECTION Section 321 is hereby amended to read as follows:

321 ~~**ARTIFICIAL COMBUSTIBLE VEGETATION**~~**RESERVED**

~~**321.1 Artificial combustible vegetation on roofs and near buildings.** Artificial combustible vegetation exceeding 6 feet (1829 mm) in height and permanently installed outdoors within 5 feet (1524 mm) of a building or on the roof of a building shall comply with Section 807.4.1. The placement of artificial combustible vegetation shall also comply with Sections 806.3 and 807.4.2.~~

~~**Exception:** Artificial decorative vegetation located more than 30 feet (9144 mm) from the exterior wall of a building.~~

SECTION Section 322.3 is hereby amended to read as follows:

322.3 ***Fire safety plan*****.**

A fire safety plan shall be provided in accordance with Section 403.10.6. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage._ Where the fire code official finds that the fire safety plan is absent or insufficient, the fire code official shall be authorized to require removal of the batteries and containers from the area or building, and/or fire watch.

SECTION Section 322.4.1 is hereby amended to read as follows:

322.4.1 ***Limited indoor storage in containers*****.**

Not more than 15 cubic feet (0.42 m^3) of lithium-ion or lithium metal batteries shall be permitted to be stored in containers in accordance with all of the following:

1. Containers shall be open-top and constructed of noncombustible materials or shall be approved for battery collection.

2. *Individual containers and groups of containers shall not exceed a capacity of 7.5 cubic feet (0.21 m^3).*

3. *A second container or group of containers shall be separated by not less than 3 feet (914 mm) of open space, or 10 feet (3048 mm) of space that contains combustible materials.*

4. *Containers shall be located not less than 5 feet (1524 mm) from exits or exit access doors.*

5. The fire code official shall have the authority to increase required separation distances and/or require the relocation of the container(s) based upon fire or life hazards associated with the specific occupancy. This may limit or negate the ability for such storage to take place in or at the occupancy.

SECTION Section 324 is hereby added to read as follows:

324 PARADE FLOATS

324.1 Permits.

An operational permit is required to operate a parade float for a public performance, presentation, spectacle, entertainment, or parade. Permits shall be required as set forth in Section 105.5.

324.2 Decorative material.

Decorative material on parade floats shall be noncombustible, be made flame-retardant by application of a California State Fire Marshal–listed treatment, or meet the flame-resistive requirements of the fire code official.

324.3 Fire protection.

Motorized parade floats and towing apparatus shall be provided with a minimum 2-A: 10-B: C-rated portable fire extinguisher readily accessible to the operator.

SECTION Section 325 is hereby added to read as follows:

325 CLEARANCE OF BRUSH AND VEGETATIVE GROWTH

325.1 Electrical transmission lines.

325.1.1 Support clearance.

Any person owning, controlling, operating, or maintaining any electrical transmission or distribution line upon any mountainous, forest-, or brush-covered lands, or land covered with flammable growth shall, at all times, maintain around and adjacent to any pole supporting a switch, fuse, transformer, lightning arrester, or line junction, or dead end, or corner poles, or towers, or other poles or towers at which power company employees are likely to work most frequently, an effective firebreak, consisting of a clearing of not less than 10 feet (3.05 m) in each direction from the outer circumference of such pole or tower provided, however, that this provision shall not be deemed to apply to lines used exclusively as telephone, telegraph, or telegraph messenger call, fire or alarm lines, or other lines classed as communication (Class C) circuits by the Public Utilities Commission of the State of California. Nor shall this provision apply to clearance around poles supporting only secondary electrical distribution lines of 750 volts or less.

325.1.2 Line clearance.

Any person owning, controlling, operating, or maintaining any electrical transmission or distribution line upon any mountainous, or forest-, or brush-covered

lands, or lands covered with flammable growth shall maintain a clearance of the respective distances hereinafter in this section specified in all directions between all vegetation and all conductors carrying electrical current.

For lines operating at 2,400 volts or more, but less than 72,000 volts, 4 feet (1.22 m);

For lines operating at 72,000 volts or more, but less than 110,000 volts, 6 feet (1.83 m); and

For lines operating at 110,000 volts or more, 10 feet (3.05 m).

TABLE 325.1

VOLTAGE RANGE OF ELECTRICAL CONDUCTOR/LINE	CLEARANCE DISTANCE REQUIRED
2,400 volts – 71,999 volts	4 feet (1.22 m)
72,000 volts – 109,999 volts	6 feet (1.83 m)
110,000 volts or more	10 feet (3.05 m)

In any case, such distance shall be sufficiently great to furnish the required clearance from the particular wire or conductor at any position, of such wire or conductor at any temperature of 120 degrees Fahrenheit or less. Dead trees; old, decadent, or rotten trees; those weakened by decay or disease; and trees leaning toward the line, which may contact the line from the side or may fall on the line, shall be felled, cut or trimmed so as to remove the hazard.

325.1.3 Self-supporting aerial cable.

No clearing to obtain line clearance is required when self-supporting aerial cable is used except that forked trees, leaning trees, and other growth which may fall across the cable and break it shall be removed.

Exception: Nothing contained in this section shall be construed to require any person to maintain any clearing on land where such person does not have the legal right to maintain such clearing, nor shall any provision of this ordinance be construed to require any person to enter upon or to damage property of another without the consent of the owner thereof. For further exceptions, see California Code of Regulations, Title 14, Division 1.5, Chapter 7, Article 4.

325.2 Structures.

325.2.1 Clearances.

Any person owning, leasing, controlling, operating, or maintaining any building, structure, or apiary upon or adjoining any mountainous, or forest- or brush-covered land or land covered with flammable growth, and any person owning, leasing, or controlling any land adjacent to such structures, shall at all times maintain defensible space of 100 feet (30.48 m) from each side and from the front and rear of the structure in accordance with Sections 325.2.1.1 through 325.2.1.6. The intensity of fuels management may vary within the 100-foot perimeter of the structure, with more intense fuel reductions being used between 5 and 30 feet (1524 and 9144 mm) around the structure, and an ember-resistant zone being required within 5 feet (1524 mm) of the structure, based on regulations promulgated by the State Board of Forestry and Fire Protection, in consultation with the Office of the State Fire Marshal, to consider the elimination of materials in the ember-resistant zone that would likely be ignited by embers.

The amount of fuel deemed necessary to be removed or modified shall consider the flammability of the structure as affected by building material, building standards,

location, and type of vegetation. Fuels shall be maintained and spaced in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure, as determined by the fire code official.

Exceptions:

1. **Extra hazard — distance required.** The governing body finds that in many cases because of extra hazardous situations, a defensible-space firebreak around buildings, structures, or apiaries of only 100 feet (30.48 m) is not sufficient and that a defensible-space firebreak of more than 100 feet (30.48 m) may be necessary. If the fire code official or Commissioner finds that because of the location of any building, structure, or apiary and because of other conditions, defensible space of 100 feet (30.48 m) around such building, structure, or apiary as required by Section 325.2.1, is not sufficient, the fire code official or Commissioner may notify all owners of the properties affected that they must clear all flammable vegetation and other combustible growth or reduce the amount of fuel content for a distance greater than 100 feet (30.48 m), but not to exceed 200 feet (60.96 m).
2. **Limitations.** Nothing contained in this section shall be construed to require any person to maintain any clearing on land where such person does not have the legal right to maintain such clearing, nor shall any provision of this ordinance be construed to require any

person to enter upon or to damage property of another without the consent of the owner thereof.

325.2.1.1 Ornamental plants and trees.

Ornamental plants and trees known to be flammable — including but not limited to acacia, cedar, cypress, eucalyptus, juniper, pine, and pampas grass — shall not be exempt from compliance with these requirements.

Exception: Ornamental plants and trees that are individually planted, spaced and maintained in such a manner that they do not form a means of transmitting fire from native growth to the structure.

325.2.1.2 Plants and cultivated ground cover.

The fire code official shall be authorized to exempt the following specimens from these requirements:

1. **Cultivated specimens.** Cultivated ground cover such as green grass, ivy, succulents, or similar plants, provided that they are maintained in a condition that does not form a means of transmitting fire from native growth to the structure, and that they comply with all other applicable laws, shall be exempt from these requirements.
2. **To prevent soil erosion.** Where located more than 30 feet (9.14 m) from buildings, structures, or apiaries, grass and other vegetation maintained where necessary to stabilize the soil and prevent erosion, provided that it is maintained at a height of less

than 18 inches (45.72 cm) above the ground, and isolated from other fuels.

325.2.1.3 Dead vegetation.

Remove all dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and pine needles. Maintain any tree and/or shrub adjacent to or overhanging any building, structure, or apiary free of dead wood.

Exception: At distances at least 30 or 50 feet (9.14 or 15.24 m), as determined by the fire code official, from buildings, structures, and apiaries, loose surface litter, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches, shall be permitted to remain, provided that it does not exceed a maximum depth of 6 inches (152 mm).

325.2.1.4 Roof and rain gutters.

Maintain the roof and rain gutters of any building, structure or apiary free of leaves, needles, or other dead vegetative growth.

325.2.1.5 Chimneys and stovepipes.

That portion of any tree which extends within 10 feet (3.05 m) of the outlet of any chimney or stovepipe shall be removed.

325.2.1.6 Firewood, compost, and similar piles.

Place or store firewood, manure, compost, and other similar combustible materials a minimum of 30 feet (9.14 m) from any building, structure, or apiary. All exposed wood piles located within 100 feet (30.48 m) of a building, structure, or apiary

shall maintain a minimum of 10 feet (3.05 m) of clearance, down to bare mineral soil, or equivalent, in all directions of the wood pile.

325.3 Notice to correct.

325.3.1 Contents of notice.

A notice to clear all flammable vegetation and other combustible growth for a distance greater than 30 feet (9.14 m) shall be in writing and shall specify the exact distance from the structure that such vegetation and growth must be cleared.

325.3.2 Compliance with findings.

Within a reasonable time after receipt of the notice specified in Section 325.3.1, every person owning, leasing, controlling, or operating the building, structure, or apiary involved, and every person owning, leasing, or controlling any land adjacent to such building, structure, or apiary shall at all times maintain around and adjacent to such building, structure, or apiary an effective fire protection or firebreak made by removing and clearing away, for a distance not less than so determined, on each side thereof, all flammable vegetation or other combustible growth, except as otherwise provided in Section 325.2.

325.3.3 Correction by fire code official or Commissioner.

Any person who has received notice for having failed to meet any of the requirements specified in Sections 325.2.1, 325.3.2, 325.10, 503.2.1, 3107.18, 6107.2, or 6107.3 and who is unable to comply with the requirements of such notice may request the fire code official or Commissioner to correct the condition or conditions. The fire code official or Commissioner may do so, provided that the person requesting such assistance agrees to pay the full cost thereof.

325.3.4 Notice of failure to correct.

In the event any of the conditions prohibited by Sections 325.2.1, 325.3.2, 325.10, 503.2.1, 3107.18, 6107.2, or 6107.3 exist, the governing body may instruct the fire code official or Commissioner to give notice to the owner of the property upon which such condition exists, to correct such prohibited condition, and if the owner fails to correct such condition, the governing body may cause the same to be done and make the expenses of such correction a lien upon the property upon which such condition exists. If it so instructs the fire code official or Commissioner, the governing body shall designate the time and place of a hearing either before itself or before a referee appointed by it, and shall notify the fire code official of its action.

325.3.5 Mailing notice.

Upon receipt of a notice from the governing body of the time and place of hearing, and not less than 10 days before such hearing, the fire code official or Commissioner shall mail a notice to the owners of the property, as their names and addresses appear from the last equalized assessment roll, or as they are known to the clerk of the governing body on which a firebreak is not maintained as required by Sections 325.2.1, 325.3.2, 325.10, 503.2.1, 3107.18, or 6107.3 in substantially the following form:

NOTICE TO DESTROY WEEDS, BRUSH, AND RUBBISH

Notice is hereby given that on the ___ day of (month) _____, the governing body of (municipality) _____ passed a resolution declaring the noxious or dangerous weeds, sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property, were

growing and that there existed dry grass, stubble brush, litter, or other flammable material which endangers the public safety by creating a fire hazard upon or in front of the property on certain streets in said municipality, and more particularly described in said resolution, and that same constitutes a public nuisance which must be abated by the removal of said noxious or dangerous weeds, brush, litter, or other flammable material, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which, or in front of which, such materials are moved, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for further particulars.

All property owners having any objections to the proposed removal of such materials are hereby notified to attend a meeting of the governing body of said municipality, to be held at _____a.m. o'clock, on the ___ day of (month) _____, when their objections will be heard and given due consideration.

Dated this _____ day of (month) _____.

(name)

(department)

(municipality)

325.3.6 Posting of notice.

As an alternative to mailing, a notice in the form required in Section 325.3.5 shall be posted conspicuously in front of the property on which vegetation which must be removed exists, or if the property has no frontage upon any highway or road, then upon that portion of the property nearest to a highway or road, or most likely to give actual

notice to the owner. The notices shall be posted not more than 100 feet (30.48 m) in distance apart, but at least one notice shall be posted on each lot or parcel of land.

325.3.7 Publication of notice.

The clerk of the governing body shall publish notice of the hearing once in a newspaper of general circulation printed and published in the County, not less than 10 days prior to the date of the hearing, when notice is given by means other than that prescribed in Section 325.3.4.

325.4 Hearing of protests.

325.4.1 Appointment of referee.

The governing body may appoint a referee to hear protests pursuant to this section. If the governing body appoints an officer or employee of the municipality as referee, the referee shall serve without any additional compensation, but all time spent as referee shall be deemed and counted as time spent in performing the duties of the compensated position.

325.4.2 Hearing objections.

At the same time stated in the notices, the governing body or referee shall hear and consider all objections and protests, if any, to the proposed removal of vegetation, and may continue the hearing from time to time.

325.4.3 Report of referee.

If the hearing is before a referee, upon the conclusion of the hearing, the referee shall report to the governing body findings and recommendations as to what objections, if any, should be allowed and what objections, if any, should be overruled.

325.4.4 Decision by board.

Upon the conclusion of the hearing before itself, or upon receipt of the report of the referee, the governing body shall allow or overrule all objections, whereupon the governing body shall acquire jurisdiction to proceed and perform the work by removal. The decision of the governing body on the matter is final, except as provided in Sections 14920 and 14921 of the California Health and Safety Code.

325.4.5 Order for abatement.

After final action is taken by the governing body on the disposition of any protests or objections, or in case no protest or objections are received, the said governing body shall order the fire code official or Commissioner to remove the dangerous vegetation.

325.5 Right of entry upon private property.

The fire code official or Commissioner, or their assistants, deputies, employees, or contracting agents, or other representatives may enter upon private property for the purpose of inspecting and/or removing vegetation pursuant to Sections 104.3 and 104.3.1 of this code, or California Health and Safety Code, Section 14900 et seq.

325.6 Removal before arrival of fire code official or Commissioner.

Any property owner may have the vegetation removed at the owner's expense, if it is done prior to the arrival of the fire code official or Commissioner or their representatives.

325.7 Record and report of cost.

The fire code official or Commissioner shall keep an account of the cost of removing the vegetation from each separate parcel of land and shall render an itemized

report in writing to the governing body showing the cost of removing the vegetation from each separate lot or parcel of land.

325.7.1 Posting copy of report.

Before the report is submitted to the governing body or referee, a copy shall be posted for at least three days on or near the chamber door of the governing body with a notice of the time when the report will be submitted to the governing body or referee for hearing on confirmation.

325.7.2 Hearing on report.

At the time fixed for receiving and considering the report, the governing body or the referee shall hear it and any objections of any of the property owners liable to be assessed for the work of clearing vegetation.

325.7.3 Report of referee.

If the hearing is before a referee, upon the conclusion of the hearing, the referee shall report to the governing body findings and recommendations as to what modifications, if any, should be made in the report.

325.7.4 Modification and confirmation of the report.

Upon the conclusion of the hearing on the report before itself, or upon receipt of the report of the referee, the governing body may make such modifications in the report of the fire code official or Commissioner as it deems necessary, after which, by order or resolution, the report shall be confirmed.

325.7.5 Costs of removal.

The amounts for the cost for removing the vegetation upon the various parcels of land mentioned in the report of the fire code official or Commissioner, as confirmed,

shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the respective assessments.

325.7.6 Collection of expenses.

The expenses of removing vegetation shall be collected, and assessments shall be canceled or refunded as provided in Article 3 of Chapter 4 of Part 5 of Division 12 of the California Health and Safety Code, the provisions of which article are incorporated herein as if set forth herein in full.

325.8 Joint proceedings.

All of the proceedings provided for in this article may be combined with and performed in conjunction with proceedings for the abatement of noxious weeds pursuant to Part 5 of Division 12 of the California Health and Safety Code.

325.9 Prosecution.

A person who violates Sections 325.2.1, 325.3.2, 325.10, 503.2.1, 3107.18, 6107.2, or 6107.3 may be prosecuted and punished whether proceedings pursuant to Sections 325.3 – 325.8, inclusive, have been had or not. Proceedings pursuant to Sections 325.3 – 325.8, inclusive, are not a condition precedent to prosecution for violation of Sections 325.2.1, 325.3.2, 325.10, 503.2.1, 3107.18, 6107.2, or 6107.3.

325.10 Roadway clearance.

The fire code official or Commissioner may require removal and clearance of all flammable vegetation or other combustible growth for a minimum of 10 feet (3.05 m) on each side of every roadway, whether public or private. The fire code official or Commissioner may enter upon private property to inspect, remove, and clear vegetation and growth as required by this section and may charge the responsible party for the

cost of such action. This section shall not apply to single specimens of trees, ornamental shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground cover, provided that they do not form a means of readily transmitting fire. As used in this section, "roadway" means that portion of a highway or private street improved, designed, or ordinarily used for vehicular travel. The minimum clearance of 10 feet (3.05 m) may be increased, if the fire code official determines additional distance is required to provide reasonable fire safety.

SECTION Section 326 is hereby added to read as follows:

326 ACTIVITIES IN WILDFIRE RISK AREAS

326.1 Intent.

Due to conditions tending to cause or allow the rapid spread of fires which may occur on grass-, grain-, brush-, or forest-covered land in certain hazardous fire portions of the jurisdictional area, or because of the inaccessible character of such lands, the unrestricted use of such lands creates a potential menace to life and property from fire. Therefore, it is the intent of this section to provide necessary safeguards to prevent the occurrence of fires and to control the spread of fires which might be caused by recreational, commercial, industrial, or other activities carried on in any wildfire risk area.

326.2 Permit required.

Permits shall be required as set forth in Sections 105.5 and 105.6.

No person shall establish or conduct any of the following or similar activities in a wildfire risk area without first securing a permit:

1. Recreational activities including, but not limited to, rifle ranges, carnivals and fairs, public assembly events, fireworks, overnight camping, and open burning.
2. Temporary or permanent activities including, but not limited to, stands for cooking or other activities which could provide a source of ignition.

326.3 Permit request.

A request for an issuance of a permit for any such activity shall be made to the fire code official not less than 15 days prior to the starting date of such activity.

326.4 Fire protection survey.

Upon receiving a request for issuance of a permit, the fire code official shall survey the buildings, premises, and facilities proposed for such use prior to issuance of the permit to determine the fire protection equipment and safeguards necessary to conduct such activity without unduly increasing the potential fire hazard to the area.

326.5 Notification.

The applicant shall be notified by the fire code official of the facilities and fire protection safeguards necessary, and a permit shall be contingent upon the provision of all such facilities and safeguards.

326.6 Permit stipulations.

The permit shall stipulate the conditions, precautions, limitations, and safeguards necessary to conduct the identified activity with a reasonable degree of fire safety, and failure to comply with any condition, precaution, limitation, or safeguard stipulated shall be cause for immediate revocation of the permit and cessation of the activity.

326.7 Fire protection facilities required.

Fire protection facilities required and conditions or limitations necessary to maintain reasonable fire safety may include, but are not limited to, the following:

1. Adequate water supply, pumps, hydrants, and hoses.
2. Firebreaks as necessary to prevent a fire on the premises from spreading to adjacent brush or grass-covered areas.
3. Posting of "NO SMOKING" signs.
4. Removal of dry grass and weeds from around buildings, along roadways and automobile parking areas, and other areas accessible to the public or participants of the activity.
5. Provision of approved, competent fire safety officers or advisors to act as fire guards or fire watchers to patrol the area when such activity is taking place. Also see Section 3107.17.
6. Provision of adequate access roads and parking facilities to prevent congestion of public roads, to permit adequate means of egress for evacuation of the public or participants in event of emergency, and to permit movement of fire apparatus and equipment.
7. Restriction or prohibition of activities during periods of high-fire-hazard weather conditions.
8. Such fencing as is necessary to control the activity.
9. Such other conditions, limitations, or provisions necessary to maintain reasonable fire safety.

326.8 Restricted entry on national forest land.

A person shall not enter or be on any lands within the boundaries of the National Forest within Los Angeles County which have been closed to entry by the U.S. Forest Service, except by a valid special entry permit issued by a U.S. Forest Service official.

326.9 Closure of public or private lands.

Any portion of public or private lands in any wildfire risk area may be closed to the public by the fire code official at the request of the owners of such public or private lands, when in the opinion of the fire code official such closure is necessary for the prevention of fires. Notice of such closure shall be made by the fire code official by public announcement, and such closure shall be in effect until, in the opinion of the fire code official, such closure is no longer necessary for the protection of property against fire and such closure is lifted by public announcement.

326.10 Restricted entry on closed lands.

A person shall not enter or be upon any public or private lands closed to the public by the fire code official during the period such closure is in effect, except that the closure of private lands shall not prohibit the use or entry upon such lands by the owner, owner's guests, or invitees, provided that such guests or invitees have written permission from the owner of such lands to enter upon the same. Such written permit shall be presented upon the demand of any public officer when such person is within any closed area.

326.11 Posting of lands closed to entry.

Lands closed to entry shall be posted by the fire protection agency having jurisdiction.

326.12 Spark arresters required.

326.12.1 Equipment.

No person shall use or operate in, upon, or within any wildfire risk area, any tractor, construction equipment, engine, or machinery, or any steam, oil, or gasoline-operated stationary or mobile equipment, from which a spark or fire may originate, unless such equipment is provided with a qualified device or spark arrester installed in or attached to the exhaust pipe which will prevent the escape of fire or sparks. Said qualified device or spark arrester shall meet the requirements of the current version of the United States Forest Service "Standard for Spark Arresters for Internal Combustion Engines" (Standard 5100-1). For the purpose of this section, any registered motor vehicle operated on a road or highway and which is equipped with a muffler in good condition, as required by the California Vehicle Code, shall be deemed to be in compliance with this section.

326.12.2 Chimneys.

Each chimney used in conjunction with any fireplace, barbecue, or incinerator, or any heating appliance in which solid or liquid fuel is used, upon any building, structure, or premises located within any wildfire risk area, shall be maintained with a spark arrester constructed with heavy wire mesh or other noncombustible material with openings not to exceed 1/2 inch (12.7 mm).

326.13 Open flame device.

No person shall operate or use any device, machine, or process such as a welding torch, tar pot, decorative torch, or any other device liable to start or cause fire in or upon any wildfire risk area, except by the authority of a written permit from the fire

code official. However, no permit will be required if such use is within inhabited premises or a designated camp site, and such use is a minimum of 30 feet from any grass-, grain-, brush-, or forest-covered lands.

326.14 Roadway clearance.

Clearance of brush or vegetative growth from roadways shall be in accordance with Section 325.10 and 503.2.1 of this code.

Exception: If the fire code official determines in any specific case that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with the provisions of this code undesirable or impractical, the fire code official may suspend enforcement thereof and require reasonable alternative measures.

326.15 Illegal dumping.

No person shall place, deposit, or dump any garbage, cans, bottles, papers, ashes, refuse, trash, rubbish, or combustible waste materials in or upon any wildfire risk area. No person shall dump such materials in, upon, or along any trail, roadway, or highway in any wildfire risk area. Dumping in areas approved by the fire department for this use shall not be deemed to be in violation of this section. This section may be enforced by the Commissioner.

326.16 Disposal of ashes.

No person shall place, deposit, or dump any ashes or coals in or upon any wildfire risk area except in the hearth of an established fire pit, camp stove, or fireplace; in a noncombustible container with a tight-fitting lid; or where such ashes or coals are buried and covered with one foot of mineral earth not less than 25 feet (7620 mm) from

any combustible vegetation or structure. When any such fire pit, camp stove, fireplace, or noncombustible container is used for this purpose, it shall be kept or maintained in a safe location not less than 10 feet from any combustible vegetation or structure.

326.17 Fire roads and firebreaks.

1. No person, except public officers acting within the scope of their duties, shall travel upon or drive or park any motorcycle, motor scooter, or motor vehicle upon any fire road or firebreak beyond the point where travel is restricted by a cable, gate, or sign, without the permission of the property owner or owners involved.
2. No person shall park any vehicle so as to obstruct the entrance to any fire road or firebreak.
3. No person shall install or maintain a radio or television aerial, or guy wire thereto, or any other obstruction on any fire road or firebreak, which is less than 16 feet above such fire road or firebreak.

326.18 Use of motorcycle, motor scooter, and motor vehicles.

No person shall operate any motorcycle, motor scooter, or motor vehicle, except upon clearly established public or private roads, within any wildfire risk area without first having secured a permit to do so from the fire code official. No such permit shall be issued unless written permission from the property owner is first presented.

326.19 Hazardous warning lights.

It shall be unlawful to maintain any torch or lantern utilizing an open flame along any excavation, any road, or any place where the dislodgment of such torch or lantern

might permit same to roll, fall, or slide on to any forest- or brush-covered land, or any land containing flammable material. Also see Sections 305 and 308.

SECTION Section 327 is hereby added to read as follows:

327 ADMINISTRATIVE FINES FOR VIOLATION OF REQUIRED CLEARANCE

327.1 Administrative fine—imposition.

Improved parcels found to be in violation of Sections 325.2.1, 325.10, 503.2.1, 3107.18, or 6107.3 of this code relating to clearance of brush and combustible growth, roadway clearance, and vertical clearance on fire access roads, shall be subject to an administrative fine, noncompliance fee, and/or possible liens as allowed by the provisions of Title 1, Chapter 1.25 of the County Code.

327.2 Administrative fine—enforcement.

An administrative fine will be imposed and enforced upon failure of the responsible party to comply with written abatement instructions and timeframes contained on the Official Inspection Report Form (County of Los Angeles Fire Department FORM 410, all versions) issued by the Fire Department.

327.3 Declared parcel.

A declared parcel is a parcel which contains noxious weeds and other flammable vegetation that are a fire hazard and which constitutes a public nuisance which must be abated as declared in an annual resolution of the Board of Supervisors. An owner of a declared parcel will be mailed a declaration card specifying the abatement actions required of the owner. The declaration card constitutes the first official notice to the owner.

327.3.1 Declared parcel inspection—notice of violations.

A physical inspection of the declared parcel is conducted by the fire department to determine compliance with the declaration card. After the physical inspection, if the fire department determines that the owner has not complied with the declaration card, then such noncompliance constitutes the first violation of the fire code. The owner will be given notice of such first violation of the fire code. This notice constitutes the second official notice to the owner.

The second official notice shall also inform the owner that an administrative fine and abatement enforcement fee as approved in the Fire-Code Fee Schedule (Appendix QQ of this code) may be imposed on the declared parcel if not properly cleared. An owner's failure to comply with the second official notice constitutes the second violation of the fire code.

327.4 Undeclared parcel.

An undeclared parcel is a parcel not contained in the annual resolution of the Board of Supervisors described in Section 327.3.

327.4.1 Undeclared parcel inspection—notice of violations.

After a physical inspection, if the fire department determines that an undeclared parcel is not in compliance with the fire code, the owner will be given notice of such violation of the fire code. This notice of violation constitutes the first official notice. An owner's failure to comply with the first official notice constitutes the first violation of the fire code. After a first violation, a physical inspection of an undeclared parcel will be conducted by the fire department to determine compliance with the fire code. After the physical inspection, if the fire department determines that an undeclared parcel is not in

compliance with the fire code, the owner will be given notice of the second violation of the fire code. This notice constitutes the second official notice to the owner. This second official notice shall also inform the owner that an administrative fine may be imposed on an undeclared parcel if not cleared. An owner's failure to comply with the second notice constitutes the second violation of the fire code.

327.5 Administrative fine—amount.

The administrative fine for a first violation as described in Section 327.3.1 or 327.4.1 is $0. The administrative fine for a second violation as described in Section 327.3.1 or 327.4.1 is $500.

327.6 Administrative fine—collection.

The administrative fine will be collected by the fire department through direct invoice. The fire department shall notify the owner of the imposition and amount of the administrative fine.

327.7 Administrative fine—administrative review and appeal.

The imposition of an administrative fine may be appealed in writing utilizing the request-for-administrative-hearing form provided with the administrative fine invoice. The request-for-administrative-hearing form must be filed with the brush clearance section manager of the fire department within 10 calendar days following the service of the notice of administrative fine.

Upon conclusion of the administrative hearing, the hearing officer shall issue a written decision within 10 calendar days. The hearing officer's written decision shall constitute the final administrative decision of the County.

Any person contesting the final administrative order or decision of the Fire Department may seek further review pursuant to Section 53069.4 of the California Government Code.

Any administrative penalty imposed shall be cancelled or refunded as provided in Sections 14920–14921 of the California Health and Safety Code, or any successor statute of similar import.

327.8 Creation of lien for unpaid administrative fines.

Pursuant to Title 1, Chapter 1.25 of the County Code, the amount of the unpaid administrative fines shall become a lien on the real property that is in violation of this chapter.

SECTION Section 328 is hereby added to read as follows:

328 LAND DEVELOPMENT AND ENVIRONMENTAL REVIEW FEES

SECTION Section 328.1 is hereby added to read as follows:

328.1 Applicability.

This section is applicable to all unincorporated portions of Los Angeles County, to all incorporated areas that are a part of the Consolidated Fire Protection District of Los Angeles County, and to all cities that contract with the Consolidated Fire Protection District of Los Angeles County for services and adopt Section 328 as part of their fire code. The applicable fees described herein shall be collected as a condition of approval for any land development project(s), environmental documents, or permit review(s) referred or submitted to the fire department for review. Permits shall be required as set forth in Section 105.6.

SECTION Section 328.2 is hereby added to read as follows:

328.2 Subdivision reviews by the Land Development Unit (LDU).

A fee shall be payable to the fire department upon the submittal of any subdivision map for the review and approval by the Land Development Unit (LDU), or equivalent, of the fire department. The amount of the fee shall be as stipulated in the version of the approved Fire-Code Fee Schedule (Appendix QQ of this code) of the Consolidated Fire Protection District of Los Angeles County that is in effect at the time of the submittal in question.

SECTION Section 328.3 is hereby added to read as follows:

328.3 Miscellaneous LDU fees.

A fee shall be payable to the fire department upon submittal of any of the following requests for review and approval by the fire department. The amount of the fee shall be as stipulated in the version of the approved Fire-Code Fee Schedule (Appendix QQ of this code) of the Consolidated Fire Protection District of Los Angeles County that is in effect at the time of the submittal in question.

a. Request for review of a discretionary permit application. Examples include fire department reviews of applications for entitlement permits required by the jurisdictional planning department, such as, but not limited to: design reviews, design overlay reviews (DOR's), development permit application reviews, "Exhibit 'A'" reviews, planned urban development (PUD) reviews, and preliminary

reviews. This fee may be required in addition to fees for other reviews requested for the same project.

b. Request for review of an application for a coastal development permit (CDP).

c. Request for review of a proposed vacation of a public road easement.

d. Request to review an application for a lot-line adjustment and/or lot merger.

e. Request to review a hydrant water system.

f. Request for review of a water system plan.

g. Request to review an application for a conditional use permit (CUP).

h. Request for review of a revision to a conditional use permit (CUP) application that has previously been approved by the fire department.

i. Request for review of an appeal to the water appeals board.

j. Request for review of an application for a change of zone.

k. Request to review an application for a mobilehome park or special occupancy park, including review of environmental impact reports, new park development or continued use of an existing park.

l. Request for review of a grading plan for fire lanes and private driveways only.

m. Request for review of a "Revised Exhibit ‘A’". See LACC, Title 22, Chapter 22.184 of the County Code.

n. Request for a grant of waiver.

o. "One Stop" advisory counseling/review.

SECTION Section 328.4 is hereby added to read as follows:

328.4 Environmental document reviews.

Whenever a review for impact on the fire prevention, natural resources, and/or fire resource allocation responsibilities of the fire department is required as part of the environmental review process, fees may be assessed and/or collected in accordance with the version of the approved Fire-Code Fee Schedule (Appendix QQ of this code) of the Consolidated Fire Protection District of Los Angeles County that is in effect at the time of the submittal in question.

SECTION Section 328.5 is hereby added to read as follows:

328.5 Oak tree permit review fees.

When an oak tree report is referred to the fire department for review, pursuant to Los Angeles County Code (LACC), Title 22, Chapter 22.174, a fee shall be paid to the fire department in accordance with the Fire-Code Fee Schedule (Appendix QQ of this code).

SECTION Section 401.10 is hereby added to read as follows:

401.10 Fire watch procedures.

Where a fire watch is required by the fire code official, the owner, manager, lessee or person in charge shall provide the number of fire watch personnel that have been required. Fire watch personnel shall comply with Sections 401.10.1 through

401.10.6, the conditions and records of which shall all be subject to review and approval by the fire code official when such review is deemed necessary by the fire code official.

401.10.1 Timeframes.

Fire watch personnel shall remain on duty 24 hours a day where required fire protection components are impaired or out of service. Where there is a hazard to the building occupants, fire watch personnel shall remain in place while the building is occupied.

Fire watch as directed by the fire code official, shall be continued until such time that the fire code official determines that it is no longer necessary.

401.10.2 Means of notification and communication.

Fire watch personnel shall be provided with not less than one means to notify the fire department of a fire or other emergency. If there are more than one individual assigned fire watch duties, they shall have the ability to promptly communicate with each other.

401.10.3 Duties.

Fire watch personnel shall fulfill the following duties:

1. The primary duty of fire watch personnel shall be to perform constant patrol in order to watch for fires and other emergency situations, and to make proper notification thereof.
2. Fire watch personnel shall also be looking for obstructed exits and any other hazards. Fire watch personnel shall make the proper notifications necessary in order to remediate any such hazards. Fire watch personnel shall not become involved in any other

operation to the extent that their ability to fulfill their primary patrol and notification duties is delayed or otherwise impaired.

3. If an emergency situation is encountered, fire watch personnel shall:

3.1. Contact the fire department or other appropriate service.

3.2. Ensure the notification of occupants to take appropriate action. Such action may include evacuation of the building, or in certain situations, shelter in place (sometimes known as "lockdown"). If unsure, fire watch personnel shall seek the direction of emergency services.

3.3. Take any other prompt action, in which they are qualified, to mitigate the emergency.

401.10.4 Route of inspection.

Fire watch personnel shall develop a written route of inspection through the required fire-watch area.

401.10.5 Log and frequency.

The entire fire watch area shall be patrolled once each hour, or at more frequent intervals when directed by the fire code official. An activity log of time and locations of inspection shall be created and maintained.

401.10.6 Training.

Fire watch personnel shall have been provided training in the following:

1. Procedures for contacting the fire department in the case of an emergency.

2. The use of fire extinguishers and other available manual firefighting equipment.

3. Methods of notifying and evacuating people from the building or premises.

SECTION Section 402.1 is hereby amended to read as follows:

402.1 Definitions.

The following terms are defined in Chapter 2:

CROWD MANAGER.

EMERGENCY EVACUATION DRILL.

FIRE WATCH.

LOCKDOWN.

SECTION Section 403.7.3 is hereby amended to read as follows:

403.7.3 Group I-3 occupancies.

Group I-3 occupancies shall comply with Sections 403.7.3.1 through 403.7.3.~~6~~7.

SECTION Section 403.7.3.7 is hereby added to read as follows:

403.7.3.7 Emergency plan.

Additional information provided in emergency plans shall include procedures for use of alarms, notification of occupants and emergency responders in the event of alarm system malfunctions, isolating the fire, evacuating each fire area and the building, and relocating nonambulatory persons. Copies of the plan shall be given to all supervisory personnel, and a copy shall be available on the premises to all personnel at all times.

SECTION Section 403.11 is hereby amended to read as follows:

403.11 Special requirements for public safety.

Special requirements for public safety shall be in accordance with Sections 403.11.1 through 403.11.3.~~3~~4.

SECTION Section 403.11.1 is hereby amended to read as follows:

403.11.1 Fire watch personnel.

Where, in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved. Fire watch personnel shall comply with Sections 403.11.1.1 ~~and~~, 403.11.1.2, and 401.10.

SECTION Section 403.11.2 is hereby amended to read as follows:

403.11.2 Public safety plan for gatherings.

Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of or prescribe a public safety plan that provides an approved level of public safety and addresses the following items:

1. Emergency vehicle ingress and egress.
2. Fire protection.
3. Emergency egress or escape routes.

4. ~~Emergency medical services~~The need for emergency medical services and personnel.

5. Public assembly areas.

6. The directing of both attendees and vehicles, including the parking of vehicles.

7. Vendor and food concession distribution.

8. The need for the presence of law enforcement.

9. ~~The need for fire and emergency medical services personnel~~The need for the presence of fire department personnel and/or fire safety officer(s).

10. The need for a weather monitoring person.

11. If attendance is greater than 5,000 people, the event shall be in accordance with Reference No. 842 of the County of Los Angeles Department of Health Services Prehospital Care Manual; permit for mass-gathering event shall be required as set forth in Section 105.5.

SECTION Section 403.11.3 is hereby amended to read as follows:

403.11.3 Crowd managers.

Where facilities or events involve a gathering of more than ~~500~~1,000 people, crowd managers shall be provided in accordance with Sections 403.11.3.1 through 403.11.3.3.

SECTION Section 403.11.4 is hereby added to read as follows:

403.11.4 Fire safety officers.

When, in the opinion of the fire code official, it is necessary for the preservation of life or property, due to the hazardous nature of an event, production, operation, or function, the fire code official shall require the owner or lessee to employ or cause the employment of one or more approved fire safety officers to be on duty at such place during the hazardous activity.

SECTION Section 403.13 is hereby added to read as follows:

403.13 Ground seats.

When more than 200 loose chairs are used in close proximity to, and in connection with, a public assemblage event, the chairs shall be fastened together in groups of not less than three.

Exceptions:

1. The bonding of chairs shall not be required when tables are provided with the chairs for dining use or similar purposes.
2. The bonding of chairs shall not be required when the placement and location of such chairs will not obstruct any required exit, or any line of egress toward any required exit and will not constitute a fire hazard as approved by the fire code official.

SECTION Section 404.2.1 is hereby amended to read as follows:

404.2.1 Fire evacuation plans.

Fire evacuation plans shall include the following:

1. Emergency egress or escape routes and whether evacuation of the building is to be complete by selected floors or areas only or with a defend-in-place response. For occupancies and buildings located in wildfire risk areas, the emergency egress and escape routes shall include provisions for transporting employees and occupants to a location that is deemed reasonably safe from wildland fire.

. . .

SECTION Section 404.2.2 is hereby amended to read as follows:

404.2.2 Fire safety plans.

Fire safety plans shall include the following:

. . .

4. Floor plans identifying the locations of the following:

. . .

4.9. Fire alarm, control panel, and fire alarm annunciators and controls.

4.10. Location of limited access devices, including key boxes and key switches.

. . .

SECTION Section 404.2.2.1 is hereby added to read as follows:

404.2.2.1 Implementation.

In the event a fire is detected in a building or a fire alarm activates, the fire evacuation plan and fire safety plan shall both be implemented.

SECTION Section 405.1 is hereby amended to read as follows:

405.1 General.

Emergency evacuation drills complying with Sections 405.3 through 405.~~10~~11 shall be conducted not less than annually where fire safety and evacuation plans are required by Section 403 or where required by the fire code official. Lockdown plan drills shall be conducted in accordance with the approved plan. Such drills shall not be substituted for fire and evacuation drills required by Section 405.3. Drills shall be designed in cooperation with the local authorities.

SECTION Section 405.11 is hereby added to read as follows:

405.11 Fire drill.

In accordance with Table 405.3 of this code, a fire drill shall be conducted by the fire safety director, or designee using the fire alarm system.

SECTION Section 502.1 is hereby amended to read as follows:

502.1 Definitions.

The following terms are defined in Chapter 2.

AGENCY.

AREA OF FIREFIGHTING OPERATIONS.

FIRE APPARATUS ACCESS ROAD.

FIRE COMMAND CENTER.

FIRE DEPARTMENT MASTER KEY.

FIRE LANE.

KEY BOX.

TRAFFIC CALMING DEVICES.

WATER UTILITY.

WATER UTILITY SERVICE AREA.

SECTION Section 503.1.1 is hereby amended to read as follows:

503.1.1 Buildings and facilities.

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
    1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
    1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
    1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities and a stand-alone battery energy storage structure.

3. Exterior walls of interior courts that are enclosed on all sides.

SECTION Section 503.1.2 is hereby amended to read as follows:

503.1.2 Additional access.

The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. Such additional access must also comply with Title 21 of the Los Angeles County Code, where applicable.

SECTION Section 503.2 is hereby amended to read as follows:

503.2 Specifications.

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.~~8~~9.

SECTION Section 503.2.1 is hereby amended to read as follows:

503.2.1 Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except as specified in Sections 503.2.1.1 through 503.2.1.2.2.2, and for approved security gates in accordance with Section 503.6~~,~~. ~~and~~Fire apparatus access roads shall have an unobstructed vertical clearance ~~of not less than 13 feet 6 inches (4115 mm)~~clear to the sky.

Exception: A minimum vertical clearance of 13 feet 6 inches (4115 mm) may be allowed for protected tree species adjacent to access roads. Any applicable tree-trimming permit from the appropriate agency is required.

SECTION Section 503.2.1.1 is hereby added to read as follows:

503.2.1.1 Single-lot single-family residential dwellings.

Private on-site fire apparatus access roads serving one single-lot single-family residence may be reduced to a minimum width of not less than 15 feet (6096 mm), exclusive of shoulders, when approved by the fire code official.

SECTION Section 503.2.1.2 is hereby added to read as follows:

503.2.1.2 Commercial, industrial, and multifamily-residential developments.

Fire apparatus access roads for commercial, industrial, and multifamily-residential developments shall be installed and arranged in accordance with Sections 503.2.1.2.1 through 503.2.1.2.2.2. For purposes of this section, the highest roof surface shall be determined by measurement of the vertical distance between the access roadway and the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greatest.

SECTION Section 503.2.1.2.1 is hereby added to read as follows:

503.2.1.2.1 Where the highest roof surface does not exceed 30 feet.

For buildings where the vertical distance between the access roadway and the highest roof surface does not exceed 30 feet (9144 mm), fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm), exclusive of shoulders, and an unobstructed clearance of clear to the sky.

Exception: The 26-foot (7925 mm) width may be reduced to not less than 20 feet (6,096 mm), when approved by the fire code official. This exception shall not be applied for a distance of 25 feet (7620 mm) on either side of a hydrant.

SECTION Section 503.2.1.2.2 is hereby added to read as follows:

503.2.1.2.2 Where the highest roof surface exceeds 30 feet.

For buildings where the vertical distance between the access roadway and the highest roof surface exceeds 30 feet (9144 mm), an approved fire apparatus access roadway with a minimum width of 28 feet (8535 mm), exclusive of shoulders, shall be provided in the immediate vicinity of the building or portion thereof. This roadway shall have an unobstructed clearance of clear to the sky.

Exception: The 28-foot (8535 mm) width may be reduced to not less than 20 feet (6,096 mm), when approved by the fire code official. This exception shall not be applied for a distance of 25 feet (7620 mm) on either side of a hydrant.

SECTION Section 503.2.1.2.2.1 is hereby added to read as follows:

503.2.1.2.2.1 Proximity to Building.

At least one required access route meeting this condition shall be located such that the edge of the fire apparatus access roadway, not including shoulders, that is closest to the building being served, is between 10 feet (254 mm) and 30 feet (9144 mm) from the building, as determined by the fire code official, and shall be positioned parallel to one entire side of the building. The side of the building on which the fire apparatus access road is positioned shall be approved by the fire code official.

Exception: When approved by the fire code official, the required setback may be modified for residential and mixed-use residential developments less than five stories in height when additional fire protection measures are provided.

SECTION Section 503.2.1.2.2.2 is hereby added to read as follows:

503.2.1.2.2.2 Obstructions.

Overhead power lines shall not be located over the fire apparatus access road or between the fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

SECTION Section 503.2.2.1 is hereby added to read as follows:

503.2.2.1 Dimensions maintained.

The dimensions of approved fire apparatus roads shall be maintained as originally approved by the fire code official.

SECTION Section 503.2.3 is hereby amended to read as follows:

503.2.3 Surface.

~~Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.~~ Facilities, buildings or portions of buildings hereafter constructed or moved into or within the jurisdiction shall be accessible to fire department apparatus by way of an approved fire apparatus access road that is designed and maintained with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg). The fire apparatus

access shall be surfaced so as to provide all-weather driving capabilities, as approved by the fire code official.

Exception: Regarding the weight rating, the fire code official shall be authorized to determine that fire apparatus access roads serving one- and two-family residences instead be capable of supporting the imposed load of fire apparatus weighing at least 50,000 pounds (22 700 kg).

SECTION Section 503.2.4 is hereby amended to read as follows:

503.2.4 Turning radius.

~~The required turning radius of a fire apparatus access road shall be determined by the fire code official.~~ The minimum turning radius shall be not less than 32 feet (9754 mm) measured at the centerline of the required access roadway.

SECTION Section 503.2.5 is hereby amended to read as follows:

503.2.5 Dead-ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved ~~area for turning around fire apparatus~~turnaround. See Figures 503.2.5(1) and 503.2.5(2). The turnaround shall be oriented on the access roadway in the proper direction of travel.

Exceptions:

1. Dead-end fire apparatus access roads serving other than single-family dwellings, that are a minimum of 20 feet (6096 mm) in width and that are straight and flat, may be extended to between 151 feet (46 025 mm) and 300 feet (91 440 mm) in length without requiring a turnaround, when approved by the fire code official.

2. Dead-end fire apparatus access roads serving single-lot single-family dwellings, that are a minimum of 15 feet (4572 mm) in width and that are straight and flat, may be extended to between 151 feet (46 025 mm) and 300 feet (91 440 mm) in length without requiring a turnaround, when approved by the fire code official.

SECTION Figure 503.2.5(1) is hereby added as follows:

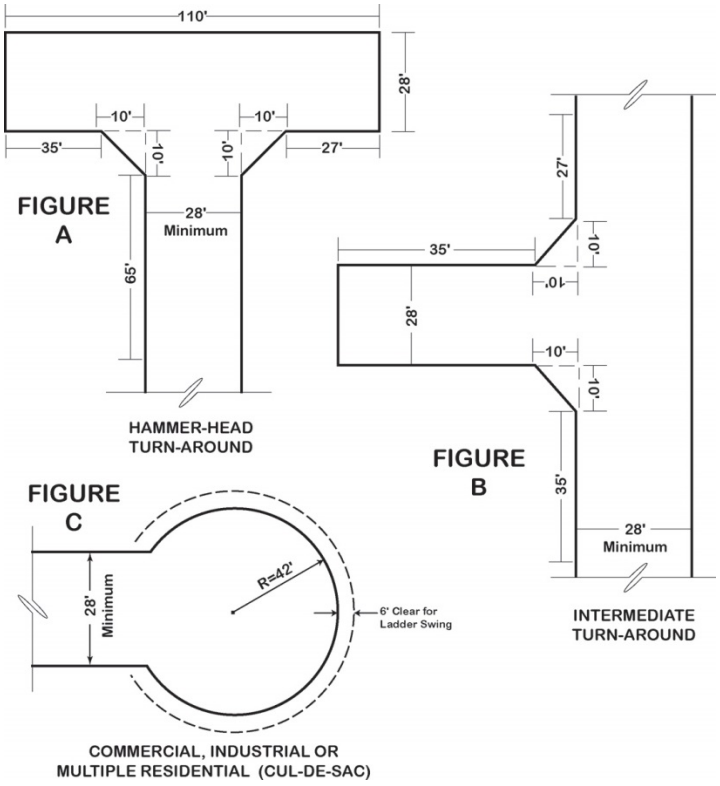
FIGURE 503.2.5(1)

FIRE APPARATUS TURNAROUND STANDARD — PUMPER

SECTION Figure 503.2.5(2) is hereby added as follows:

FIGURE 503.2.5(2)

FIRE APPARATUS TURNAROUND STANDARD — AERIAL APPARATUS



SECTION Section 503.2.7 is hereby amended to read as follows:

503.2.7 Grade.

~~The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus.~~ Fire apparatus access roads shall not exceed 15 percent (15 %) in grade.

Exception: For a fire apparatus access road serving no more than two single-family dwellings, grades shall not exceed 20 percent (20%) when approved by the fire code official. Grades between 15.1 percent

(15.1 %) and 20 percent (20%) shall not exceed a maximum cumulative total of 500 feet (152.4 m) as measured over the entire length of the access roadway.

SECTION Section 503.2.9 is hereby added to read as follows:

503.2.9 Area of firefighting operations.

The area of firefighting operations, as defined in Chapter 2, shall not be located underneath high-voltage transmission lines.

SECTION Section 503.3 is hereby amended to read as follows:

503.3 Marking and signage.

Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads, to clearly indicate the access to such roads, or to prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A no-parking designation shall meet the requirements of California Vehicle Code Section 22500.1 and be approved by the fire code official.

Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required.

SECTION Section 503.3.1 is hereby added to read as follows:

503.3.1 Marking overhead high-voltage transmission lines.

When required by the fire code official, fire apparatus access roads and structures located near high-voltage transmission lines shall be posted with signs, approved by the fire code official, that include the words "CAUTION OVERHEAD HIGH-VOLTAGE TRANSMISSION LINES."

SECTION Section 503.4 is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads.

Fire apparatus access roads shall not be obstructed in any manner, including by the parking of vehicles or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

SECTION Section 503.4.1 is hereby amended to read as follows:

503.4.1 Traffic calming devices.

Traffic calming devices, including but not limited to, speed bumps and speed humps, shall be prohibited unless approved by the fire code official.

SECTION Section 503.5.1 is hereby amended to read as follows:

503.5.1 Secured gates and barricades.

Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official. Also see Section 506.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

SECTION Section 503.6 is hereby amended to read as follows:

503.6 ~~Security g~~Gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. ~~The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.~~

Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall not be less than 20 feet (6096 mm), except on a fire apparatus access roadway approved to be a lesser width, in which case the gate shall not restrict that width. Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm) for residential use and 20 feet (6096 mm) for commercial/industrial uses.
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.

4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.

6. Methods of locking shall be submitted for approval by the fire code official.

7. Electric gate operators, where provided, shall be listed in accordance with UL 325.

8. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

SECTION Section 503.7 is hereby added to read as follows:

503.7 Fire apparatus access roads in recreational vehicle, mobilehome, and manufactured housing sales lots and storage lots.

Recreational vehicle, mobilehome, and manufactured housing sales lots and storage lots shall provide and maintain fire apparatus access roads in accordance with Section 503.

SECTION Section 503.8 is hereby added to read as follows:

503.8 Fire apparatus access roads in mobilehome parks and special occupancy parks.

The enforcing agency for California Code of Regulations, Title 25, Division 1, Chapters 2 and 2.2 shall have authority for approval of roadways in mobilehome parks

and special occupancy parks. Mobilehome parks roadway requirements are found in California Code of Regulations, Title 25, Division 1, Chapter 2, Article 2, Section 1106, and roadway requirements for special occupancy parks are found in Title 25, Division 1, Chapter 2.2, Article 2, Section 2106. The fire department shall have the authority to require access provisions more stringent than those which are located in CCR Title 25, but at no point more stringent than those which are required in this code, except in accordance with Sections 104.8 through 104.10, or as otherwise allowed by law.

SECTION Section 504.1 is hereby amended to read as follows:

504.1 Required access.

Exterior doors and openings required by this code or the *California Building Code* shall be maintained readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided where required by the fire code official.

Exception: Single-family dwellings with slopes exceeding 3:1 ratio.

SECTION Section 504.5 is hereby added to read as follows:

504.5 Rooftop barriers and parapets.

No person shall install any security barrier, visual barrier screen, or other obstruction on the roof of any building in such a manner as to obstruct firefighter ingress or egress in the event of fire or other emergency. Parapets shall not exceed 42 inches (1067 mm) on at least two sides of the building. These sides should face an access roadway or yard sufficient to accommodate ladder operations.

Exceptions:

1. Where parapets are desired to be taller than 42 inches (1067 mm), the fire code official shall have the authority to approve a platform/catwalk system.
2. Where a portion of a roof is greater than 75 feet (22 860 mm) above the highest adjacent level of a fire apparatus access road.

SECTION Section 505.1.1 is hereby added to read as follows:

505.1.1 Multiple residential and commercial units.

Multiple residential and commercial units having entrance doors not visible from the street or road shall have, in addition to the requirements of Section 505.1 above, approved numbers grouped for all units within each structure and positioned to be plainly visible from the street or road. Said numbers may be grouped on the wall of the structure or on a mounting post independent of the structure.

SECTION Section 506.1 is hereby amended to read as follows:

506.1 Where required.

Where access to or within a new or existing structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require an approved key box or other limited-access device to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.

Exception: A key box or other limited-access device is not required for access to the interior of a sleeping unit or dwelling unit.

SECTION Section 507.1.1 is hereby added to read as follows:

507.1.1 Water certificate.

Except as otherwise provided by this section, every application for a building permit shall be accompanied by one of the following:

1. Evidence indicating to the fire code official that the proposed structure will be provided with a reliable water supply. The fire code official may accept as sufficient evidence a certificate from a water utility that it can supply water to the proposed structure in compliance with Title 20 of the Los Angeles County Code, except that if the fire code official knows that such water utility cannot so supply water, the fire code official may reject such certificate~~; or~~.
2. A certificate from the Fire Department that there exists, or is under construction, a private water supply which, in the opinion of the fire code official~~'s opinion~~, is adequate for fire protection.

Exception: A certificate is not required for new or existing Group U occupancies with less than 1,000 square feet (93 m^2) of aggregate floor area.

SECTION Section 507.2 is hereby amended to read as follows:

507.2 Type of water supply.

A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of reliably providing the required fire flow. Facilities, buildings, or portions of buildings that are hereafter constructed or moved into or within the jurisdiction, that are located within a water district's or water

utility's service area, and that can receive a fire-flow certificate upon satisfactory completion of facilities improvements from the applicable water district or water utility, shall obtain their required fire flow from that water district's or water utility's system.

SECTION Section 507.2.2 is hereby amended to read as follows:

507.2.2 Water tanks.

Water tanks, and associated structures and piping, for private fire protection shall be installed and maintained in accordance with NFPA 22, and as specified by the fire code official.

SECTION Section 507.3.1 is hereby added to read as follows:

507.3.1 Fire protection water supplies in sales or storage lots of recreational vehicles, mobilehomes, or manufactured housing, or in mobilehome parks or special occupancy parks.

New, or additions to existing, sales or storage lots of recreational vehicles, mobilehomes, or manufactured housing, mobilehome parks, and special occupancy parks, shall be provided with an approved fire protection water supply in accordance with Section 507.

Exception: Special occupancy parks located in remote areas shall have a fire protection water supply as required by the fire code official, which shall not be less than the requirements of the California Code of Regulations, Title 25, Division 1, Chapter 2.2, Special Occupancy Parks, Article 6, Section 2300, et seq.

SECTION Section 507.4.1 is hereby added to read as follows:

507.4.1 Private fire hydrant test and certification in mobilehome parks and special occupancy parks.

Private fire hydrants in mobilehome parks and special occupancy parks shall be tested and certified as required by California Code of Regulations, Title 25, Division 1, Chapter 2, Article 6, Section 1317 for mobilehome parks and Division 1, Chapter 2.2, Article 6, Section 2317 for special occupancy parks. Certification of such tests shall be completed by the local water supplier, a licensed C-16 fire protection contractor, or a licensed fire protection engineer as required by said Title 25.

SECTION Section 507.5.5 is hereby amended to read as follows:

507.5.5 Clear space around hydrants.

A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved. Vehicles parking near fire hydrants must also comply with California Vehicle Code Section 22514.

SECTION Section 507.5.7 is hereby added to read as follows:

507.5.7 Firefighting water source marker.

When required by the fire code official, a fire hydrant and other firefighting water source shall be identified by the installation of a blue raised reflective pavement marker or identified by other approved means.

SECTION Section 507.5.8 is hereby added to read as follows:

507.5.8 Private fire hydrant identification.

A private service fire hydrant shall be painted red in color. The valve stem, coupling threads, or portions of the hydrant where the application of paint would violate the listing of the hydrant or hinder its operation shall not be painted.

SECTION Section 507.5.9 is hereby added to read as follows:

507.5.9 Private fire hydrant caps or plugs.

A private service fire hydrant hose coupling shall be provided with a protective thread cap or plug. Missing or damaged caps or plugs shall be replaced.

SECTION Section 507.5.10 is hereby added to read as follows:

507.5.10 Draft system identification sign.

Draft hydrants, including those for existing swimming pools and spas constructed or located in a fire hazard severity zone with a capacity of 5,000 gallons (1892.71 L) or more equipped with draft hydrants, shall be identified with a permanent sign. The sign and its location shall be approved by the fire code official.

SECTION Section 507.6 is hereby added to read as follows:

507.6 Aboveground controls and valves for water-based fire protection systems.

Aboveground controls and valves for water-based fire protection systems shall comply with Section 901.6.4.

SECTION Section 509 is hereby amended to read as follows:

509 FIRE PROTECTION~~,~~ ~~AND~~ UTILITY, AND HAZARDOUS EQUIPMENT IDENTIFICATION AND ACCESS

SECTION Section 509.1.1 is hereby amended to read as follows:

509.1.1 Utility and hazardous equipment identification.

Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment, as well as similar equipment of similar privately owned hazards, shall be clearly and legibly marked to identify the unit or space that ~~it~~each serves, and to identify the disconnection means of each, along with the total number of disconnects for each category of hazardous sources (e.g., electrical power sources, natural gas sources, etc.) and further identification of the hazard type where necessary (e.g., lithium-ion ESS, hydrogen gas fuel cell, etc.). Identification shall be made in an approved manner, readily visible and shall be maintained. For the purposes of Sections 509 and 603, both an energy storage system (ESS) and a photovoltaic (PV) system shall each be considered an electrical power source, with electrical service equipment, and an electrical hazard.

SECTION Section 509.2 is hereby amended to read as follows:

509.2 Equipment and disconnection-means access.

Approved access shall be provided and maintained for all fire protection system, utility, and hazardous equipment, as determined by the fire code official, to permit immediate safe operation and maintenance of such equipment, including of required disconnection and/or attenuation means. Storage, trash and other materials or objects

shall not be placed or kept in such a manner that would prevent such equipment and means of disconnection and/or attenuation from being readily accessible.

SECTION Section 509.3 is hereby added to read as follows:

509.3 Disconnection means location.

Where multiple sources of the same category of hazard (e.g., categories of electrical hazards, of flammable gas hazards, etc.) serve a single building, required disconnection and/or attenuation means for the sources of each hazard category shall be located together, in a location approved by the fire code official. Where additional and/or remote means are necessary in order to accomplish this requirement, physical disconnection shall be achieved at the source of the hazard itself, such as by use of relay(s). Required disconnection and/or attenuation means for electrical hazards shall be located within 6 feet (1829 mm) of the main service panel, on the same wall plane, and maintained not separated from one another by walls, gates, fences, vegetation, or architectural features of the building.

Exception: The fire code official shall have the authority to allow case-by-case exceptions where site or hazard constraints make a requirement impractical. Where such exceptions are granted, clear, permanent signage shall be provided in all cases. The color, content, number, and medium of the signage shall be as determined by the fire code official.

SECTION Section 510.1 is hereby amended to read as follows:

510.1 Emergency responder communication coverage (ERCC) in new buildings.

Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new buildings. In-building, two-way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Where approved by ~~the building official and~~ the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage, or otherwise-required communication-coverage, system.
2. Where it is determined by the fire code official that the ~~radio~~communication coverage system is not needed. In order to make this determination, the fire code official may require an approved type of evaluation and/or modeling of communication coverage signal strength be conducted, at the expense of the building owner, for new buildings, new portions of buildings, or buildings or portions thereof otherwise triggering the provisions of this code.

3. In facilities where emergency responder ~~radio~~communication coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder ~~radio~~communication coverage system.

4. One- and two-family dwellings and townhouses.

SECTION Section 510.2 is hereby amended to read as follows:

510.2 ~~Emergency responder communication coverage in existing buildings~~Reserved.

~~Existing buildings shall be provided with approved in-building, two-way emergency responder communication coverage for emergency responders as required in Chapter 11.~~

SECTION Section 510.4.1 is hereby amended to read as follows:

510.4.1 Emergency responder communication coverage system signal strength.

The building shall be considered to have acceptable in-building, two-way emergency responder communication system coverage where signal strength measurements in 95 percent of all areas ~~and 99 percent of areas designated as critical areas by the fire code official~~ on each floor of the building, and 99 percent of each critical area as designated below, meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3. Critical areas shall include the following:

1. At all fire alarm control panels.

2. At fire fighter's smoke control panels.

3. At the main electrical panel(s).

4. Throughout emergency and standby power rooms.

5. Throughout a fire command center complying with Section 508.

6. Throughout exit stairs.

7. Throughout areas of refuge.

8. Throughout fire pump rooms.

9. Throughout elevator machine rooms and elevator lobbies.

10. Throughout building lobbies.

11. Locations as determined by the fire code official.

SECTION Section 510.4.1.1 is hereby amended to read as follows:

510.4.1.1 Minimum signal strength into the building.

The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a ~~minimun~~minimum of -95dBm throughout the coverage area and sufficient to provide not less than a Delivered Audio Quality (DAQ) of ~~3.0~~3.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

SECTION Section 510.4.1.2 is hereby amended to read as follows:

510.4.1.2 Minimum signal strength out of the building.

The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The

outbound signal level shall be sufficient to provide not less than a DAQ of ~~3.0~~3.4 or an equivalent SINR applicable to the technology for either analog or digital signals.

SECTION Section 510.4.2 is hereby amended to read as follows:

510.4.2 System design.

The in-building, two-way emergency responder communication coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 ~~and~~, in accordance with NFPA 1221, and as determined by the fire code official.

SECTION Section 510.4.2.3 is hereby amended to read as follows:

510.4.2.3 Standby power.

In-building, two-way emergency responder communication coverage systems shall be provided with dedicated standby batteries or provided with ~~2~~12-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the in-building, two-way emergency responder communication coverage system at 100-percent system capacity for a duration of not less than ~~12~~24 hours.

SECTION Section 510.5 is hereby amended to read as follows:

510.5 Installation requirements.

The installation of the in-building, two-way emergency responder communication coverage system shall be in accordance with NFPA 1221 ~~and~~, in accordance with Sections 510.5.~~2~~1 through 510.5.5, and as determined by the fire code official.

SECTION Section 510.5.1 is hereby amended to read as follows:

510.5.1 Mounting of the donor antenna(s).

To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the building ~~or where approved,~~. For existing installations where an antenna was previously approved to be mounted on a movable sled, the assembly shall be provided with an approved, clearly visible sign stating "MOVEMENT OR REPOSITIONING OF THIS ANTENNA IS PROHIBITED WITHOUT APPROVAL FROM THE FIRE CODE OFFICIAL." The antenna installation shall be in accordance with the applicable requirements in the *California Building Code* for weather protection of the building envelope.

SECTION Section 510.5.4 is hereby amended to read as follows:

510.5.4 Acceptance test procedure.

Where an in-building, two-way emergency responder communication coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent, and 99 percent for critical areas as defined in Section 510.4.1. The test procedure shall be conducted as follows:

1. ~~Each~~For the 95-percent coverage test, each floor of the building shall be divided into a grid of 20 approximately equal test areas. Floors or levels of exceptionally large size may be required to be considered in sections in order to keep the individual grid test areas of reasonable size.

For the critical-areas coverage test, those areas shall be identified and shall require 99-percent coverage.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system or equipment approved by the fire code official.

3. Failure of more than one test area shall result in failure of the test. No failure of critical areas will be allowed.

4. ~~In~~For the 95-percent coverage requirement areas, in the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.

. . .

SECTION Section 510.6 is hereby amended to read as follows:

510.6 Maintenance and notifications.

The in-building, two-way emergency responder communication coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.4, and with local requirements, including any required notifications to emergency-responder and/or communication-system-provider agencies.

SECTION Section 510.6.2 is hereby amended to read as follows:

510.6.2 Additional frequencies.

The building owner shall modify or expand the in-building, two-way emergency responder communication coverage system at his or her expense in the event frequency changes are required by the FCC ~~or,~~ other radio licensing authority, or fire code official, or additional frequencies are made available by the FCC or other radio licensing authority. Prior approval of an in-building, two-way emergency responder communication coverage system on previous frequencies does not exempt this section.

SECTION Section 511 is hereby added to read as follows:

511 DESTRUCTION OF SIGNS

511.1 Destruction of signs.

No person shall mutilate or remove or destroy any sign or notice posted, or required to be posted, by the fire code official or a duly authorized representative.

SECTION Section 603.4 is hereby amended to read as follows:

603.4 Working space and clearances.

Working space around electrical equipment shall be provided in accordance with Section 110.26 of *the California Electrical Code* for electrical equipment rated 1,000 volts or less, and Section *110.32* of *the California Electrical Code* for electrical equipment rated over 1,000 volts. The minimum required working space shall be not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches (762 mm), the minimum working space shall

be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

The code official is authorized to require the installation, painting, and/or placement of approved physical markers, and verbiage as deemed necessary, by which to visually designate the area to be maintained clear of storage.

SECTION Section 603.4.1 is hereby amended to read as follows:

603.4.1 Electrical signage and ~~L~~labeling.

Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating "ELECTRICAL ROOM" or similar approved wording. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to indicate its purpose unless such purpose is clearly evident.

Where buildings or structures are supplied by more than one power source, markings shall be provided at each service equipment location and at all interconnected electric power production sources identifying all electric power sources at the premises in accordance with *the California Electrical Code*, and other requirements of the fire authority. See Section 509, et seq.

For the purposes of Sections 509 and 603, both an energy storage system (ESS) and a photovoltaic (PV) system shall each be considered an electrical power source, with electrical service equipment, and an electrical hazard.

SECTION Section 604.4 is hereby amended to read as follows:

604.4 Emergency signs.

An approved pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: "IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS." Letters shall be at least 1-inch (25 mm) high and in contrasting color to the background.

Exceptions:

1. The emergency sign shall not be required for elevators that are part of an accessible means of egress complying with Section 1009.4.
2. The emergency sign shall not be required for elevators that are used for occupant self-evacuation in accordance with Section 3008 of the *California Building Code*.

SECTION Section 901.6 is hereby amended to read as follows:

901.6 Inspection, testing, and maintenance.

Fire protection and life safety systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection and life safety systems and equipment shall either be inspected, tested and maintained, or be removed in accordance with Section 901.8.

Fire protection and life safety system equipment, including initiating devices, alarm notification appliances, and annunciators shall not be concealed from view, obstructed, or impaired in any manner.

. . .

SECTION Section 901.6.4 is hereby added to read as follows:

901.6.4 Aboveground controls and valves for water-based fire protection systems.

Aboveground controls and valves for water-based fire protection systems, including but not limited to private fire hydrant systems, service mains, and appurtenances, shall be installed and maintained in accordance with Sections 901.6.4.1 through 901.6.4.4.

901.6.4.1 Signage.

Aboveground controls and valves for water-based fire protection systems shall be provided with signage in accordance with all of the following:

1. Signs shall indicate the function of the valve and identify the areas or systems it controls.
2. Signs shall be metal and painted red with white letters. The characters shall be a minimum of 1-inch (25.4 mm) high with a $^{3}/_{16}$-inch (4.8 mm) stroke.
3. Signs shall be metal and permanently banded to the valve or permanently affixed to a wall, using corrosion-resistant means.
4. Signage and compliance with this section shall require approval by the fire code official.

901.6.4.2 Locks.

Aboveground controls and valves for water-based fire protection systems shall be locked in the fully open position using a cable or chain and a non-case-hardened

lock, or by other approved means. Detachable wrenches for post-indicator valves shall be secured in place by the use of a non-case-hardened lock.

Exception: Water supplies for one- and two-family dwellings shall not be required to be locked.

901.6.4.3 Painting identification.

Aboveground controls and valves for water-based fire protection systems shall be painted red on any exposed surfaces subject to rust or corrosion. Valve stems, coupling threads, operating mechanisms, sight windows, components, or portions of the valve where the application of paint would violate the listing of the valve or hinder its operation shall not be painted.

901.6.4.4 Clear space.

A 3-foot (914 mm) clear space shall be maintained around the circumference of aboveground controls and valves for water-based fire protection systems, except as otherwise required or approved.

SECTION Section 901.7 is amended to read as follows:

901.7 Systems out of service.

Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall be either evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and their only duty shall be to perform

constant patrols of the protected premises and keep watch for fires. Also see Section 401.10 for fire watch responsibilities and procedures.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with *California* NFPA 25.

SECTION Section 901.7.4 is hereby amended to read as follows:

901.7.4 Preplanned impairment programs.

Preplanned impairments shall be authorized by the impairment coordinator. Before authorization is given, a designated individual shall be responsible for verifying that all of the following procedures have been implemented:

. . .

9. When alteration requires modification of a portion of a fire protection system, the remainder of the system shall be kept in service.

10. When it is necessary to take a fire protection system, or portion thereof, out of service for repair, the repair shall be completed immediately and the system returned to full service.

SECTION Section 901.8.2 is hereby amended to read as follows:

901.8.2 Removal of existing occupant-use hose lines.

The fire code official is authorized to permit the removal of existing occupant-use hose lines where ~~both~~all of the following conditions exist:

1. The hose line would not be utilized by trained personnel or the fire department.

2. The remaining outlets are compatible with local fire department fittings.

3. The area is provided with an approved fire sprinkler system.

SECTION Section 902.1 is amended to read as follows:

902.1 Definitions.

The following terms are defined in Chapter 2:

. . .

FIRE SAFETY FUNCTIONS.

FIRE WATCH.

FIXED BASE OPERATOR (FBO).

. . .

SECTION Section 903.2.8 is amended to read as follows:

903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group-R fire area.

Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units. The system design and the installation process shall be in accordance with Title 25 of the California Code of Regulations.

Exceptions:

. . .

SECTION Section 903.2.11 is amended to read as follows:

903.2.11 Specific buildings areas and hazards.

In all occupancies other than Group U, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in Sections 903.2.11.1 through 903.2.11.~~6~~7.

SECTION Section 903.2.11.7 is added to read as follows:

903.2.11.7 Occupancies in fire hazard severity zones and within the San Gabriel Southface Area or the Malibu–Santa Monica Mountains Area.

An automatic fire sprinkler system shall be installed in every occupancy which is newly constructed or which is modified, reconstructed, or remodeled by adding 50 percent or more of the floor area of the existing occupancy, within any 12-month period, where the occupancy is located in a fire hazard severity zone and within the San Gabriel Mountains Southface Area or the Malibu–Santa Monica Mountains Area, as defined in Appendix PP.

Exceptions:

1. Occupancies located in the San Gabriel Mountains Southface Area and which are located 3 miles or less from the closest existing or planned Los Angeles County Fire Station capable of supporting firefighting resources are exempt from the fire sprinkler requirement. Travel distances shall be measured by the most direct route on streets or roads accessible to fire department apparatus.

2. Occupancies modified, reconstructed, or remodeled by adding 50 percent or more of the floor area of the existing occupancy, where the total floor area of the occupancy after the modification, reconstruction, or remodel is less than 5,000 square feet (465 m^2), are exempt from the fire sprinkler requirement.

3. Detached private garages, sheds, and agricultural buildings less than 1000 square feet (92 m^2) in area and separated from other structures by a minimum of 6 feet (1829 mm), are exempt from the fire sprinkler requirement.

4. Detached gazebos, pergolas, and carports open on two or more sides, that are separated from other structures by a minimum of 6 feet (1829 mm) are exempt from the fire sprinkler requirement.

5. Detached Group-U occupancies, separated from other structures by a minimum of 6 feet (1829 mm), built entirely out of noncombustible materials, and with no combustible storage, are exempt from the fire sprinkler requirement.

For the purposes of this subsection, "planned Los Angeles County Fire Station" means a fire station, approved by the Consolidated Fire Protection District of Los Angeles County that will be developed within five years from the date of building permit application for the subject development.

The Board of Supervisors finds it necessary to impose these requirements upon the issuance of a building permit because a failure to do so would place the residents of

the subdivision or the immediate community, or both, in a condition perilous to their health or safety, or both.

SECTION Section 903.4.2 is hereby amended to read as follows:

903.4.2 Alarms.

One exterior approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. *Visible alarm notification appliances shall not be required except when required by Section 907* and/or Section 903.4.2.1*.*

SECTION Section 903.4.2.1 is hereby added to read as follows:

903.4.2.1 Remote annunciation.

A dedicated fire alarm control unit for the fire sprinkler monitoring system shall be provided and located in an approved location, near the main entrance into the building for fire department use. An approved remote annunciator may be installed at the approved location in lieu of the fire alarm control unit. Zone indication on the remote annunciator may be required by the fire code official.

SECTION Section 904.1.1 is hereby amended to read as follows:

904.1.1 ~~Certification of service personnel for fire-extinguishing equipment~~Reserved.

~~Service personnel providing or conducting maintenance on automatic fire-extinguishing systems, other than automatic sprinkler systems, shall possess a valid~~

~~certificate issued by an approved governmental agency, or other approved organization for the type of system and work performed.~~

SECTION Section 904.3.5 is hereby amended to read as follows:

904.3.5 Monitoring.

~~Where~~When a building fire alarm system or sprinkler monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building's fire alarm ~~system~~control unit in accordance with NFPA 72.

SECTION Section 905.2.1 is hereby added to read as follows:

905.2.1 Class I standpipes — rating.

Materials and devices shall be of sufficient strength to withstand not less than 200 pounds per square inch (1379 kPa) of water pressure when ready for service. All Class I standpipes shall be tested hydrostatically to withstand not less than 200 pounds per square inch (1379 kPa) of pressure for 2 hours, but in no case shall the pressure be less than 50 pounds per square inch (344.7 kPa) above the maximum working pressure.

SECTION Section 905.4 is hereby amended to read as follows:

905.4 Location of Class I standpipe hose connections.

Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the main floor landing unless otherwise approved by the fire code official. *See Section*

909.20.2.3 of the California Building Code for additional provisions in smokeproof enclosures.

~~**Exception:** A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.~~

. . .

SECTION Section 905.4.3 is hereby added to read as follows:

905.4.3 Outlets.

Each standpipe shall be equipped with an approved 2½-inch (63.5 mm) outlet not less than 2 feet (609.6 mm) and not more than 4 feet (1219.2 mm) above the floor level of each story. Standpipe outlets in stairway enclosures or smokeproof enclosures shall be located so that the exit doors do not interfere with the use of the outlet and located on the main stair landing. All outlets shall be equipped with an approved valve, cap, and chains.

SECTION Section 905.5.3 is hereby amended to read as follows:

905.5.3 Class II system 1½-inch hose.

A minimum 1½-inch (~~25~~38.1-mm) hose shall be allowed to be used for hose stations in light-hazard occupancies where investigated and listed for this service and where approved by the fire code official. Each Class II interior wet standpipe hose station shall be equipped with a 1½-inch (38.1 mm) valve, no more than 100 feet (30 480 mm) of lined hose, and an approved fog nozzle in each story, including the basement or cellar of the building, and located not less than 3 feet (914.4 mm) and not

more than 5 feet (1524 mm) above the floor. Where combination standpipes are installed, the 1½-inch (38.1 mm) outlet system may be supplied from the combination system with a 2-inch (50.8 mm) connecting line.

SECTION Section 905.9 is hereby amended to read as follows:

905.9 Riser shutoff ~~V~~valve supervision and drain.

Each individual riser must be equipped with an approved indicating valve at its base and an approved valve for draining. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall be transmitted to the control unit.

Exceptions:

. . .

SECTION Section 905.13 is hereby added to read as follows:

905.13 Standpipe diameter.

Class III standpipes shall be not less than 6 inches (150 mm) in diameter.

SECTION Section 906.1 is hereby amended to read as follows:

906.1 Where required.

Portable fire extinguishers shall be installed in all of the following locations.

1. In new and existing Group A, B, E, F, H, I, *L*, M, R-1, R-2, *R-2.1, R-2.2, R-3.1*, R-4, and S occupancies.

   Exception: ~~In~~When approved by the fire code official for Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6

where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C.

. . .

SECTION Section 910.2 is hereby amended to read as follows:

910.2 Where required.

Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

~~1.~~ Frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.

~~2. Smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers.~~

~~3. Smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50 $(m \cdot s)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers.~~

SECTION Section 910.2.3 is hereby added to read as follows:

910.2.3 Group S-2.

Group S-2 buildings, and portions thereof, containing a total basement-area enclosed parking garage exceeding 12,000 square feet (1108 m^2) shall require a mechanical smoke-removal system installed in accordance with Section 910.4.

SECTION Section 910.3 is hereby amended to read as follows:

910.3 Smoke and heat vents design and installation.

The design and installation of smoke and heat vents shall be ~~in accordance with~~as specified in Sections 910.3.1 through ~~910.3.3~~910.3.5.

SECTION Section 910.3.2 is hereby amended to read as follows:

910.3.2 Smoke and heat vent locations.

Smoke and heat vents shall be located 20 feet (6096 mm) or more from adjacent lot lines and fire walls and 10 feet (3048 mm) or more from fire barriers. Vents shall be uniformly located within the roof in the areas of the building where the vents are required to be installed by Section 910.2, with consideration given to roof pitch, sprinkler location, draft curtains, and structural members.

SECTION Section 910.3.4 is hereby amended to read as follows:

910.3.4 Vent operation.

Smoke and heat vents shall be ~~capable of being operated by approved automatic and manual means~~designed to operate automatically, but also have the capability of being opened by an approved exterior manual operation. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.4.1 through 910.3.4.3.

SECTION Section 910.3.4.1 is hereby added to read as follows:

910.3.4.1 Gravity-operated drop-out vents.

Thermoplastic drop-out vents, designed to shrink and drop out of the vent opening when exposed to fire, shall fully open within 5 minutes after the vent cavity is exposed to an air temperature of 500°F (260°C).

SECTION Section 910.3.4.2 is hereby added to read as follows:

910.3.4.2 Sprinklered buildings.

Where installed in buildings provided with an approved automatic sprinkler system, smoke and heat vents shall be designed in accordance with Sections 910.3.2.2.1 through 910.3.2.2.2.

910.3.4.2.1 Control mode sprinkler system.

Smoke and heat vents installed in areas of buildings with a control mode sprinkler system shall have operating elements with a higher temperature classification than the automatic fire sprinklers in accordance with NFPA 13.

910.3.4.2.2 Early suppression fast-response (ESFR) sprinkler system.

Smoke and heat vents installed in areas of buildings with early suppression fast-response (ESFR) sprinklers shall be equipped with a standard-response operating mechanism having a minimum temperature rating of the greater of either 360ºF (182ºC), or 100ºF (56ºC) above the operating temperature of the sprinklers.

SECTION Section 910.3.4.3 is hereby added to read as follows:

910.3.4.3 Nonsprinklered buildings.

Where installed in buildings not provided with an approved automatic sprinkler system, smoke and heat vents shall operate by actuation of a heat-responsive device rated at between 100°F (38°C) and 220°F (104°C) above ambient.

Exception: Gravity-operated drop-out vents complying with Section 910.3.2.1.

SECTION Section 910.3.5 is hereby amended to read as follows:

910.3.5 ~~Fusible link temperature rating~~Vent dimensions.

~~Where vents are installed in areas provided with automatic fire sprinklers and the vents operate by fusible link, the fusible link shall have a temperature rating of 360°F (182°C).~~ The effective venting area of an individual vent shall not be less than 16 square feet (1.5 m^2) with no dimension less than 4 feet (1219 mm), excluding ribs or gutters having a total width not exceeding 6 inches (152.4 mm).

SECTION Section 910.4.3 is hereby amended to read as follows:

910.4.3 System design criteria.

The mechanical smoke removal system shall be sized to exhaust the building at a minimum rate of two air changes per hour based on the volume of the building or portion thereof without contents. Mechanical smoke removal systems provided for basement-level enclosed parking garages shall be designed to provide a minimum of six complete air changes per hour**.** The capacity of each exhaust fan shall not exceed 30,000 cubic feet per minute (14.2 m^3/s).

SECTION Section 910.4.4 is hereby amended to read as follows:

910.4.4 Activation.

The mechanical smoke removal system shall be activated by manual controls only. For basement-level enclosed parking garages, mechanical smoke removal systems shall be automatically activated by the automatic sprinkler system or by heat detectors having operating characteristics equivalent to those described in Section 910.3. Individual manual controls for each fan unit shall also be provided.

SECTION Section 912.1 is hereby amended to read as follows:

912.1 Installation.

Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.~~7~~9.

SECTION Section 912.2 is hereby amended to read as follows:

912.2 Location.

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official. More than one fire department connection may be required.

SECTION Section 912.2.1 is hereby amended to read as follows:

912.2.1 Visible location.

Fire department connections shall be located on the street-address side of buildings; ~~or~~ facing approved fire apparatus access roads~~,~~; within 150 feet (via vehicular access) of an accessible public fire hydrant; as close to the street curb face as possible; fully visible; and recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access; or as otherwise approved by the fire code official.

Fire department connections shall be located a minimum of 25 feet (7620 mm) from the structure. When this distance cannot be achieved, a minimum 2-hour fire-resistive wall shall be provided for the structure with no openings in the wall, for 25 feet (7620 mm) in either direction from the fire department connection. The required fire-resistive construction and lack of openings shall extend for the full height of the wall or building as determined by the fire code official. The fire code official may allow sufficiently protected overhead openings.

Fire department connections shall be located not less than 24 inches (609.6 mm) nor more than 42 inches (1066.8 mm) above grade.

SECTION Section 912.3 is hereby amended to read as follows:

912.3 Fire hose threads and appliance.

Fire hose threads used in connection with standpipe systems shall be approved and shall be compatible with fire department hose threads. Standpipes shall be equipped with a listed four-way fire department connection. Systems with three or more standpipes shall be provided with a sufficient number of inlets as required by the fire code official. All fire department connections shall be equipped with an approved straight-way check valve.

SECTION Section 912.4.2 is hereby amended to read as follows:

912.4.2 Clear space around connections.

A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, except as otherwise required or approved by the fire code official. The protective requirements of Section 912.2.1 shall also be met.

SECTION Section 912.5 is hereby amended to read as follows:

912.5 Signs.

A metal sign with raised letters not less than 1 inch (25 mm) in size shall be mounted on all fire department connections and test connections serving automatic sprinklers, standpipes or fire pump connections. ~~Such~~In addition to either "FDC" or

"TEST CONNECTION", such signs shall read: "AUTOMATIC SPRINKLERS" or "STANDPIPES" ~~or "TEST CONNECTION"~~ or a combination thereof as applicable. The sign shall indicate the street addresses of buildings that the fire department connection serves. Where the fire department connection does not serve the entire building, ~~a~~ sign(s) shall be provided indicating the portions of the building served. For a system where the pressure required at the inlets to deliver the greatest system demand is greater than 150 psi (1034.21 kPa), the sign shall indicate the required pumping pressure. Signage shall require approval of the fire code official.

SECTION Section 912.7 is hereby amended to read as follows:

912.7 Inspection, testing and maintenance.

Fire department connections shall be periodically inspected, tested and maintained in accordance with *California Code of Regulations, Title 19, Division 1, Chapter 5*~~.~~, and the maintenance provisions of this code. Records of inspection, testing and maintenance shall be maintained. Provisions regarding signage, painting, hose threads, physical protection where deemed necessary by the code official, and maintenance of original clear space, shall be retroactive.

SECTION Section 912.8 is hereby added to read as follows:

912.8 Identification — paint color.

Fire department connections shall be maintained painted red on any exposed surfaces subject to rust or corrosion. Coupling threads, operating mechanisms, sight windows, components, or portions of the valve where the application of paint would violate the listing of the valve or hinder its operation shall not be painted.

SECTION Section 912.9 is hereby added to read as follows:

912.9 Breakable caps or plugs.

A fire hose coupling that is part of a fire department connection shall be provided with a protective breakable cap or plug. Missing or damaged breakable caps or plugs shall be replaced.

SECTION Section 914.9.1 is hereby added to read as follows:

914.9.1 Spray booths.

Spray booths shall be provided with automatic fire sprinkler system protection when the spray booth is located in a portion of a building that is protected with an automatic fire sprinkler system.

SECTION Section 1032.4 is hereby amended to read as follows:

1032.4 Exit signs.

Except as stated in Sections 1032.4.1 through 1032.4.3, and where indicated elsewhere as retroactive, ~~E~~exit signs shall be installed and maintained in accordance with the building and/or fire code that was in effect at the time of construction and the applicable provisions in Section 1104. Decorations, furnishings, equipment or adjacent signage that impairs the visibility of exit signs, creates confusion or prevents identification of the exit shall not be allowed.

SECTION Section 1032.4.1 is hereby added to read as follows:

1032.4.1 Elevator signage.

Elevator signage directing occupants not to use the elevator in case of fire, or other emergency when appropriate, shall be posted in accordance with Section 604.4 and elsewhere as required by the fire code official.

SECTION Section 1032.4.2 is hereby added to read as follows:

1032.4.2 Emergency exiting information signs.

In hotels, motels, lodging houses, and high-rise buildings; in office buildings two or more stories in height; in Group I, Division 1 and 2 occupancies as defined in the California Building Code (except honor farms and conservation camps); and in other buildings or areas determined by the fire code official, a floor plan providing emergency procedures information shall be posted at every stairway landing, at every elevator landing and immediately inside all public entrances to the building, and elsewhere as required by the fire code official.

This emergency exiting information shall be printed with a minimum of $^{3}/_{16}$-inch (4.8 mm) high nondecorative lettering providing a sharp contrast to the background. Content and location shall be subject to approval by the fire code official. The floor plan and associated information shall be posted so that it describes the represented floor level, and so that the bottom edge of such information is not located more than 4-feet above the floor. It shall provide the following:

1. Directions to all applicable exits on that floor.
2. Directions to any refuge areas on that floor.
3. Location of fire alarm initiating stations, if required.
4. What the fire alarm, if required, sounds and looks like (audible and visual warning devices).
5. Fire department emergency telephone number 911.
6. The prohibition of elevator use during emergencies, if any. See Sections 1032.4.1 and 604.4.

7. Where special hazards exist, the fire code official shall have the authority to require additional information pertinent to emergency exiting and operations.

SECTION Section 1032.4.3 is hereby added to read as follows:

1032.4.3 Stairway and elevator lobby identification signs.

The fire code official shall be authorized to require stairway identification signs and elevator lobby identification signs up to the design requirements of Sections 1023.9 through 1023.10.

SECTION Section 1103.11 is hereby added to read as follows:

1103.11 Fire department access.

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location, in accordance with Section 506. Components of required means of access, which may include gates or similar barriers, or locks or other limited-access devices, shall be maintained in an operative condition at all times and replaced, repaired, or removed when defective.

SECTION Section 1203.2.3 is hereby amended to read as follows:

1203.2.3 Emergency responder communication coverage systems.

Standby power shall be provided for in-building, two-way emergency responder communication coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the in-building, two-way emergency responder

communication coverage system at 100-percent system operation capacity for a duration of not less than ~~12~~24 hours.

SECTION Section 1203.2.5 is hereby amended to read as follows:

1203.2.5 Exhaust ventilation.

Standby power shall be provided for mechanical exhaust ventilation systems as required in Section 1207.6.1.~~2.1~~3. The system shall be capable of powering the required load for a duration of not less than ~~2~~6 hours.

SECTION Section 1203.2.7 is hereby amended to read as follows:

1203.2.7 Gas detection systems.

Emergency power shall be provided for gas detection systems where required by Sections 1203.2.10 and 1203.2.17. Standby power shall be provided for gas detection systems where required by Sections 916.5 and 1207.6.1.~~2.4~~6.

SECTION Section 1204.4 is hereby amended to read as follows:

1204.4 Grounding.

Portable generators shall be grounded in accordance with *the California Electrical Code*, or when required by the fire code official.

SECTION Section 1205.2 is hereby amended to read as follows:

1205.2 Access and pathways.

Roof access, pathways and spacing requirements shall be provided in accordance with Sections 1205.2.1 through 1205.3.3. Pathways shall be over areas capable of supporting fire fighters accessing the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

Exceptions:

Regulatory note: For bathrooms and occupiable and/or habitable portions of structures, the following list of exceptions shall not apply to portions of roofs where windows or doors with ready access from within, and/or where designated emergency escape and rescue openings, are set back from the roof edge such that occupants would need to cross any portion of the solar array or associated electrical hazard during escape or rescue through the opening, unless determined otherwise by the fire code official.

Considerations of the fire code official in making this determination may include, but not be limited to, the determination of pathways serving each opening; pathway widths of 36 inches (914 mm), up to the full width of the opening where the extent of such pathways cannot be readily determined or visibly indicated; the ability of occupants and fire fighters to recognize or infer those pathways or their extent; the ability for occupants and fire fighters to readily identify, locate, and avoid electrified components therein; the ability of fire fighters to assess the structural integrity of the applicable roof portion(s) without exposing hazards to which occupants would then be exposed during travel across the pathway(s); and the availability, extent, and integrity of other egress, escape, and rescue options and fire protection measures.

1. Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.
2. Roof access, pathways and spacing requirements need not be provided where the fire code official has determined that rooftop operations will not be employed.
3. Building-integrated photovoltaic (BIPV) systems where the BIPV systems are approved, integrated into the finished roof surface and are listed in accordance with a national test standard developed to address Section 690.12(B)(2) of *the California Electrical Code*. The removal or cutting away of portions of the BIPV system during fire-fighting operations shall not expose a fire fighter to electrical shock hazards.

SECTION Section 1205.4 is hereby amended to read as follows:

1205.4 Buildings with rapid shutdown.

Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1205.4.1 through 1205.4.3, and Section 509, et seq.

SECTION Section 1205.5.1 is hereby amended to read as follows:

1205.5.1 Vegetation control.

A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of ~~the~~new and existing ground-mounted photovoltaic arrays. A noncombustible base of gravel or a maintained vegetative surface or a noncombustible

base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

SECTION Section 1206.10 is hereby amended to read as follows:

1206.10 Manual shutoff.

Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the stationary fuel cell power system are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the stationary fuel cell power system is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise ~~approved~~required by the fire code official. Also see Section 509, et seq.

SECTION Section 1207.1.2 is hereby amended to read as follows:

1207.1.2 Permits.

Permits shall be obtained ESS as follows:

1. Construction permits shall be obtained for stationary ESS installations with a capacity of more than 3 kWh; and for mobile ESS charging and storage installations with a capacity of more than 3 kWh, covered by Section 1207.10.1. Permits shall be obtained in accordance with Section 105.6.5.
2. Operational permits shall be obtained for stationary ESS installations with a capacity of more than 3 kWh; and for mobile ESS deployment operations with a capacity of more than 3 kWh,

covered by Section 1207.10.3. Permits shall be obtained in accordance with Section 105.5.14.

SECTION Section 1207.1.3 is hereby amended to read as follows:

1207.1.3 Construction documents.

The following information shall be provided with the permit application:

1. Location and layout diagram of the room or area in which the ESS is to be installed.
2. Details on the hourly fire-resistance ratings of assemblies enclosing the ESS.
3. The quantities and types of ESS to be installed.
4. Manufacturer's specifications, ratings and listings of each ESS.
5. Description of energy (battery) management systems and their operation.
6. Location and content of required signage.
7. Details on fire suppression, smoke or fire detection, thermal management, ventilation, exhaust and deflagration venting systems, if provided.
8. Support arrangement associated with the installation, including any required seismic restraint.
9. A commissioning plan complying with Section 1207.2.1.
10. A decommissioning plan complying with Section 1207.2.3.
11. Other information required by the code official in accordance with Section 106.

SECTION Section 1207.1.4 is hereby amended to read as follows:

1207.1.4 Hazard mitigation analysis.

A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.8.2 under any of the following conditions:

1. Where ESS technologies not specifically identified in Table 1207.1 are provided.
2. More than one ESS technology is provided in a room or enclosed area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities. See Section 1207.5.2.
4. When required by the fire code official.

SECTION Section 1207.1.4.1 is hereby amended to read as follows:

1207.1.4.1 Fault condition.

The hazard mitigation analysis shall evaluate the consequences of the following failure modes. Only single failure modes shall be considered.

1. A thermal runaway condition in a single ESS rack, module or unit.
2. Failure of any battery (energy) management system.
3. Failure of any required ventilation or exhaust system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the ESS.

6. Failure of the smoke detection, fire detection, fire suppression or gas detection system.

7. Required spill neutralization not being provided or failure of a required secondary containment system.

8. Failure of temperature control.

SECTION Section 1207.1.4.2 is hereby amended to read as follows:

1207.1.4.2 Analysis approval.

The fire code official is authorized to approve the hazardous mitigation analysis provided that the consequences of the hazard mitigation analysis demonstrate:

1. Fires will be contained within unoccupied ESS rooms or areas for the minimum duration of the fire-resistance-rated separations identified in Section 1207.7.4.

2. Fires in occupied work centers will be detected in time to allow occupants within the room or area to safely evacuate.

3. Toxic and highly toxic gases released during fires will not reach concentrations in excess of the IDLH level in the building or adjacent means of egress routes during the time deemed necessary to evacuate occupants from any affected area.

4. Flammable gases released from ESS during charging, discharging and normal operation will not exceed ~~25~~10 percent of their lower flammability limit (LFL).

5. Flammable gases released from ESS during fire, overcharging and other abnormal conditions will be controlled through the use of

ventilation of the gases, preventing accumulation, or by deflagration venting.

SECTION Section 1207.1.5 is hereby amended to read as follows:

1207.1.5 Large-scale fire test.

Where required elsewhere in Section 1207, large-scale fire testing shall be conducted on a representative ESS in accordance with UL 9540A. The testing shall be conducted or witnessed and reported by an approved testing laboratory. The test report shall include demonstration ~~and show~~ that a fire involving one ESS will not propagate to an adjacent ESS, and where an ESS is installed within buildings, enclosed areas and walk-in units, that a fire involving one ESS will be contained within the room, enclosed area or walk-in unit for a duration equal to the fire-resistance rating of the room separation specified in Section 1207.7.4. The test report shall be provided to the fire ~~code official~~department for review and approval in accordance with Section 104.8.2. In making the determination regarding approval, the fire department may also require other considerations be provided. Such considerations may include, but are not limited to, those regarding the impact(s) of gases generated during abnormal conditions; the ability of first responders to respond to and mitigate incidents involving the ESS, with a reasonable level of safety; and the provision of adequate safeguards to prevent well-intended but detrimental interaction with ESS.

SECTION Section 1207.1.7 is hereby added to read as follows:

1207.1.7 Forensic analysis.

The fire code official may also require a forensic analysis of the cause of failure by an independent laboratory approved by the fire code official in accordance with

Section 104.11. A written report generated through the forensic analysis will be forwarded to the fire code official for approval and record keeping.

SECTION Section 1207.3.4 is hereby amended to read as follows:

1207.3.4 Energy storage management system.

Where required by the ESS listing, an approved energy storage management system that monitors and balances cell voltages, currents and temperatures within the manufacturer's specifications shall be provided. The system shall disconnect electrical connections to the ESS or otherwise place it in a safe condition if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected. The system shall transmit a trouble signal to an approved location and to an approved annunciator panel if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

SECTION Section 1207.3.4.1 is hereby added to read as follows:

1207.3.4.1 Annunciator panel.

The approved annunciator panel shall visibly indicate any hazardous temperature and/or other conditions. The location of the annunciator panel shall be approved by the fire code official.

SECTION Section 1207.3.5 is hereby amended to read as follows:

1207.3.5 Enclosures.

Enclosures of ESS shall be of noncombustible construction. Enclosures are as defined and/or determined by the fire code official.

SECTION Section 1207.4 is hereby amended to read as follows:

1207.4 General installations requirements.

Stationary and mobile ESS shall comply with the requirements of Sections 1207.4.1 through 1207.4.~~12~~13.

SECTION Section 1207.4.1 is hereby amended to read as follows:

1207.4.1 Electrical disconnects and associated signage.

~~Where the ESS disconnecting means is not within sight of the main electrical service disconnecting means, placards or directories shall be installed at the location of the main electrical service disconnecting means indicating the location of stationary storage battery system disconnecting means~~In addition to any disconnects and signage required in accordance with *the California Electrical Code*, disconnects, signage, and access shall be provided in accordance with Section 509, et seq.

Exception: Electrical disconnects for lead-acid and nickel-cadmium battery systems at facilities under the exclusive control of communications utilities and operating at less than 50 VAC and 60 VDC shall be permitted to have electrical disconnects signage in accordance with NFPA 76.

SECTION Section 1207.4.2 is hereby amended to read as follows:

1207.4.2 Working clearances.

Access and working space shall be provided and maintained about all electrical equipment to permit ready and safe operation and maintenance of such equipment in accordance with *the California Electrical Code* ~~and~~, the manufacturer's instructions, and Section 603.

SECTION Section 1207.4.6 is hereby amended to read as follows:

1207.4.6 Combustible storage.

Combustible materials shall not be stored in ESS rooms, cabinets, enclosures, areas or walk-in units. Combustible materials in occupied work centers covered by Section 1207.4.10 shall be stored at least 3 feet (914 mm) from ESS cabinets.

SECTION Section 1207.4.7 is hereby amended to read as follows:

1207.4.7 Toxic and highly toxic gases.

ESS that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall be provided with a hazardous exhaust system in accordance with *Chapter 5* of the *California Mechanical Code*, and shall comply with Chapter 60 of this code where applicable.

SECTION Section 1207.4.8 is hereby amended to read as follows:

1207.4.8 Signage.

Approved permanent engraved signs shall be provided on or adjacent to all entry doors for ESS rooms or areas and on enclosures of ESS cabinets and walk-in units located outdoors, on rooftops or in open parking garages. Signs designed to meet both the requirements of this section and *the California Electrical Code* shall be permitted. Signage means, attachment, number and location shall also be subject to approval by the fire code official, and shall be retroactive where required by the fire code official. The signage shall include the following or equivalent:

1. "ENERGY STORAGE SYSTEM," "BATTERY STORAGE SYSTEM," "CAPACITOR ENERGY STORAGE SYSTEM" or the appropriate equivalent.

2. The identification of the electrochemical, or other, ESS technology present~~.~~, e.g., "Lead-Acid Batteries", "Nickel-Cadmium Batteries", "[specific type of lithium battery technology] Batteries", "[specific type of sodium battery technology] Batteries", "[specific type of flow battery technology] Batteries", flywheel ESS, etc.

3. "ENERGIZED ELECTRICAL CIRCUITS."

4. Where water-reactive electrochemical ESS are present, the signage shall include "APPLY NO WATER."

5. Current contact information, including phone number, for personnel authorized to service the equipment and for fire mitigation personnel required by Section 1207.1.6.1.

~~**Exception:** Existing electrochemical ESS shall be permitted to include the signage required at the time they were installed.~~

SECTION Section 1207.4.13 is hereby added to read as follows:

1207.4.13 Emergency energy release.

A plan and means must be provided to safely release stored energy from the batteries in an emergency situation, including where an ESS has been damaged by a fire or other event.

SECTION Section 1207.5.2 is hereby amended to read as follows:

1207.5.2 Maximum allowable quantities.

Fire areas within rooms, areas and walk-in units containing electrochemical ESS shall not exceed the maximum allowable quantities in Table 1207.5.

Exceptions:

1. Where approved by the fire code official, rooms, areas and walk-in units containing electrochemical ESS that exceed the amounts in Table 1207.5 shall be permitted based on a hazardous mitigation analysis in accordance with Section 1207.1.4 and large-scale fire testing complying with Section 1207.1.5.
2. Lead-acid and nickel-cadmium battery systems installed in facilities under the exclusive control of communications utilities, and operating at less than 50 VAC and 60 VDC in accordance with NFPA 76.
3. ~~Dedicated-use buildings in compliance with Section 1207.7.1.~~

SECTION Section 1207.5.4 is hereby amended to read as follows:

1207.5.4 Fire detection.

An approved automatic smoke detection system or radiant energy-sensing fire detection system complying with Section 907.2 shall be installed in rooms, indoor areas and walk-in units containing electrochemical ESS. An approved radiant energy-sensing fire detection system shall be installed to protect open parking garage and rooftop installations. Alarm and supervisory signals from detection systems shall be transmitted to a central station, proprietary or remote station service in accordance with NFPA 72, ~~or where approved to a constantly attended location~~and to an approved annunciator panel.

SECTION Section 1207.5.7 is hereby amended to read as follows:

1207.5.7 Vegetation control.

Areas within 10 feet (3048 mm) on each side of new and existing outdoor ESS shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground cover shall be permitted to be exempt provided that they do not form a means of readily transmitting fire.

SECTION Section 1207.5.8 is hereby amended to read as follows:

1207.5.8 Means of egress separation.

ESS located outdoors, on rooftops, and in open parking garages shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, but in no case less than 10 feet (3048 mm).

Exception: The fire code official is authorized to approve a reduced separation distance if large-scale fire testing complying with Section 1207.1.5 is provided that shows that a fire involving the ESS will not adversely impact occupant egress.

SECTION Table 1207.6 is hereby amended to read as follows:

TABLE 1207.6

ELECTROCHEMICAL ESS TECHNOLOGY-SPECIFIC REQUIREMENTS

COMPLIANCE REQUIRED [b]		**BATTERY TECHNOLOGY**				**OTHER ESS AND BATTERY TECHNOLOGIES** [b]	**CAPACITOR ESS**[b]
Feature	**Section**	**Lead-acid**	**Ni-Cd and Ni-MH**	**Lithium-ion**	**Flow**		
Exhaust ventilation	1207.6.1	Yes	Yes	~~No~~Yes	Yes	Yes	Yes
Explosion control	1207.6.3	Yes [a]	Yes [a]	Yes	No[f]	Yes	Yes
Safety caps	1207.6.4	Yes	Yes	No	No[f]	Yes	Yes
Spill control and neutralization	1207.6.2	Yes [c]	Yes [c]	No[f]	Yes	Yes	Yes
Thermal runaway	1207.6.5	Yes[d]	Yes	Yes[e]	No[f]	Yes[e]	Yes

a. Not required for lead-acid and nickel-cadmium batteries at facilities under the exclusive control of communications utilities that comply with NFPA 76 and operate at less than 50 VAC and 60 VDC.

b. Protection shall be provided unless documentation acceptable to the fire code official is provided in accordance with Section 104.8.2 that provides justification why the protection is not necessary based on the technology used.

c. Applicable to vented-type (i.e., flooded) nickel-cadmium and lead-acid batteries.

d. Not required for vented-type (i.e., flooded) lead-acid batteries.

e. The thermal runaway protection is permitted to be part of a battery management system that has been evaluated with the battery as part of the evaluation to UL 1973.

f. May be required by the fire code official where determined necessary based upon hazards inherent to the chemistry and/or technology involved.

SECTION Section 1207.6.1.1 is hereby amended to read as follows:

1207.6.1.1 Ventilation based on LFL.

The exhaust ventilation system shall be designed to limit the maximum concentration of flammable gas to ~~25~~10 percent of the lower flammable limit (LFL) of the total volume of the room, area or walk-in unit during the worst-case event of simultaneous charging of batteries at the maximum charge rate, in accordance with nationally recognized standards.

SECTION Section 1207.6.1.2 is hereby amended to read as follows:

1207.6.1.2 Ventilation based on exhaust rate.

Mechanical exhaust ventilation shall be provided at a rate of not less than 1 $ft^3/min/ft^2$ (5.1 $L/sec/m^2$) of floor area of the room, area or walk-in unit. The ventilation shall be either continuous or shall be activated by a gas detection system in accordance with Section 1207.6.1.~~2.4~~6.

SECTION Section 1207.6.1.2.1 is hereby amended to read as follows:

1207.6.1.~~2.1~~3 Standby power.

Mechanical exhaust ventilation shall be provided with a minimum of ~~2~~6 hours of standby power in accordance with Section 1203.2.5, and shall be provided by a source other than the ESS served by the ventilation.

SECTION Section 1207.6.1.2.2 is hereby amended to read as follows:

1207.6.1.~~2.2~~4 Installation instructions and controls.

Required mechanical exhaust ventilation systems shall be installed in accordance with the manufacturer's installation instructions and the *California Mechanical Code*. Clearly identified separate switches shall be provided both to activate the mechanical exhaust ventilation system, and to shut off the ventilation system.

SECTION Section 1207.6.1.2.3 is hereby amended to read as follows:

1207.6.1.~~2.3~~5 Supervision.

Required mechanical exhaust ventilation systems shall be supervised by an approved central station, proprietary or remote station service in accordance with NFPA 72, ~~or~~and shall initiate an audible and visible signal at an approved constantly attended on-site location.

SECTION Section 1207.6.1.2.4 is hereby amended to read as follows:

1207.6.1.~~2.4~~6 Gas detection system.

Where required by Section 1207.6.1.2, and where necessary for compliance with other requirements of Section 1207, rooms, areas and walk-in units containing ESS shall be protected by an approved continuous gas detection system that complies with Section 916 and with the following:

1. The gas detection system shall be designed to activate the mechanical ventilation system when the level of flammable gas in the room, area or walk-in unit exceeds ~~25~~10 percent of the LFL,

and/or, where determined necessary by the fire code official, when the level of toxic or highly toxic gas exceeds one-half of the IDLH.

2. The mechanical ventilation system shall remain on until the flammable gas detected is less than ~~25~~10 percent of the LFL, and/or, where determined necessary by the fire code official, when the level of toxic or highly toxic gas detected is less than one-half of the IDLH.

3. The gas detection system shall be provided with a minimum of ~~2~~6 hours of standby power in accordance with Section 1203.2.5.

4. Failure of the gas detection system shall annunciate a trouble signal at an approved central station, proprietary or remote station service in accordance with NFPA 72, ~~or~~and shall initiate an audible and visible trouble signal at an approved constantly attended on-site location.

5. Activation of the gas detection system shall result in all the following:

   5.1. Initiation of distinct audible and visible alarms in the battery storage room.

   5.2. Transmission of an alarm to an approved location.

   5.3. De-energizing of the battery charger.

SECTION Section 1207.6.3 is hereby amended to read as follows:

1207.6.3 Explosion control.

Where required by Table 1207.6 or elsewhere in this code, explosion control complying with Section 911 shall be provided for rooms, areas or walk-in units containing electrochemical ESS technologies.

Exceptions:

1. Where approved, explosion control is permitted to be waived by the fire code official based on large-scale fire testing complying with Section 1207.1.5 that demonstrates that flammable gases are not liberated from electrochemical ESS cells or modules where tested in accordance with UL 9540A.
2. Where approved, explosion control is permitted to be waived by the fire code official based on documentation provided in accordance with Section ~~104.7~~104.8 that demonstrates that the electrochemical ESS technology to be used does not have the potential to release flammable gas concentrations in excess of 25 percent of the LFL anywhere in the room, area, walk-in unit or structure under thermal runaway or other fault conditions.

SECTION Table 1207.7 is hereby amended to read as follows:

TABLE 1207.7

INDOOR ESS INSTALLATIONS

~~COMPLIANCE REQUIRED~~		~~DEDICATED-USE BUILDINGS[a]~~	~~NONDEDICATED-USE BUILDINGS[b]~~
~~Feature~~	~~Section~~		
~~Dwelling units and sleeping units~~	~~1207.7.3~~	~~NA~~	~~Yes~~
~~Elevation~~	~~1207.5.3~~	~~Yes~~	~~Yes~~
~~Fire suppression systems~~	~~1207.5.5~~	~~Yes[c]~~	~~Yes~~
~~Fire-resistance-rated separations~~	~~1207.7.4~~	~~Yes~~	~~Yes~~
~~General installation requirements~~	~~1207.4~~	~~Yes~~	~~Yes~~
~~Maximum allowable quantities~~	~~1207.5.2~~	~~No~~	~~Yes~~
~~Size and separation~~	~~1207.5.1~~	~~No~~	~~Yes~~
~~Smoke and automatic fire detection[e]~~	~~1207.5.4~~	~~Yes[d]~~	~~Yes~~
~~Technology-specific protection~~	~~1207.6~~	~~Yes~~	~~Yes~~

FEATURE	SECTION	COMPLIANCE REQUIRED
Prohibited ESS installation locations	1207.7.3	Yes
Elevation	1207.5.3	Yes
Fire suppression systems	1207.5.5	Yes
Fire-resistance-rated separations	1207.7.4	Yes
General installation requirements	1207.4	Yes
Maximum allowable quantities	1207.5.2	Yes
Size and separation	1207.5.1	Yes
Smoke and automatic fire detection[e]	1207.5.4	Yes
Technology-specific protection	1207.6	Yes

~~NA = Not Allowed.~~

a. ~~See Section 1207.7.1.~~Reserved.

b. ~~See Section 1207.7.2.~~Reserved.

c. ~~Where approved by the fire code official, fire suppression systems are permitted to be omitted in dedicated-use buildings located more than 100 feet (30.5 m) from buildings, lot lines, public ways, stored combustible materials, hazardous materials, high-piled stock and other exposure hazards.~~Reserved.

d. ~~Where approved by the fire code official, alarm signals are not required to be transmitted to a central station, proprietary or remote station service in accordance with NFPA 72, or a constantly attended location where local fire alarm annunciation is provided and trained personnel are always present.~~Reserved.

e. Lead-acid and nickel-cadmium battery systems installed in Group U buildings and structures less than 1,500 square feet (139 m2) under the exclusive control of communications utilities, and operating at less than 50 VAC and 60 VDC in accordance with NFPA 76, are not required to have an approved automatic smoke or fire detection system.

SECTION Section 1207.7.1 is hereby amended to read as follows:

1207.7.1 ~~Dedicated-use buildings~~Reserved.

~~For the purpose of Table 1207.7, dedicated-use ESS buildings shall be classified as Group F-1 occupancies and comply with all the following:~~

~~1. The building shall only be used for ESS, electrical energy generation and other electrical grid-related operations.~~

~~2. Occupants in the rooms and areas containing ESS are limited to personnel that operate, maintain, service, test and repair the ESS and other energy systems.~~

~~3. No other occupancy types shall be permitted in the building.~~

~~4. Administrative and support personnel shall be permitted in areas within the buildings that do not contain ESS, provided that:~~

~~4.1. The areas do not occupy more than 10 percent of the building area of the story in which they are located.~~

~~4.2. A means of egress is provided from the incidental use areas to the public way that does not require occupants to traverse through areas containing ESS or other energy system equipment.~~

SECTION Section 1207.7.2 is hereby amended to read as follows:

1207.7.2 ~~Nondedicated-use buildings~~Reserved.

~~For the purpose of Table 1207.7, nondedicated-use buildings include all buildings that contain ESS and do not comply with Section 1207.7.1 dedicated-use building requirements.~~

SECTION Section 1207.7.3 is hereby amended to read as follows:

1207.7.3 ~~Dwelling units and sleeping units~~Prohibited ESS installation locations.

ESS shall not be installed in ~~sleeping units or in habitable spaces of dwelling units~~any of the following locations~~.~~:

1. Sleeping units.

2. Dwelling units.

3. Electrical rooms.

Exception: In nondedicated electrical rooms or areas, where determined by the fire code official.

4. Rooms and areas housing the fire alarm control panel, fire pump, emergency responder communications coverage control equipment, and other fire protection and life safety system equipment as determined by the fire code official.

SECTION Section 1207.7.4 is hereby amended to read as follows:

1207.7.4 Fire-resistance-rated separations.

Rooms and areas containing ESS shall ~~include fire-resistance-rated separations as follows:~~

~~1. In dedicated-use buildings, rooms and areas containing ESS shall be separated from areas in which administrative and support personnel are located.~~

~~2. In nondedicated-use buildings, rooms and areas containing ESS shall~~ be separated from other areas in the building by fire-resistance-rated separations.

Separation shall be provided by 2-hour fire barriers constructed in accordance with Section 707 of the *California Building Code* and 2-hour horizontal assemblies constructed in accordance with Section 711 of the *California Building Code*, as appropriate.

SECTION Section 1207.8.3 is hereby amended to read as follows:

1207.8.3 Clearance to exposures.

ESS located outdoors shall be ~~separated by~~installed and maintained a minimum of 10 feet (3048 mm) from the following exposures:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.
8. Vegetation, per Table 1207.8 and Section 1207.5.7.

Exceptions:

1. Where approved by the fire code official, ~~C~~clearances are permitted to be reduced to 3 feet (914 mm) where a 1-hour free-standing fire barrier suitable for exterior use and extending 5 feet (1524 mm) above and 5 feet (1524 mm) beyond the physical boundary of the ESS installation is provided to protect the exposure.
2. Where approved by the fire code official, ~~C~~clearances to buildings are permitted to be reduced to 3 feet (914 mm) where noncombustible exterior walls with no openings or combustible overhangs are provided on the wall adjacent to the ESS and the fire-resistance rating of the exterior wall is a minimum of 2 hours.

3. Where approved by the fire code official, ~~C~~clearances to buildings are permitted to be reduced to 3 feet (914 mm) where a weatherproof enclosure constructed of noncombustible materials is provided over the ESS, and it has been demonstrated that a fire within the enclosure will not ignite combustible materials outside the enclosure based on large-scale fire testing complying with Section 1207.1.5.

SECTION Section 1207.8.4 is hereby amended to read as follows:

1207.8.4 Exterior wall installations.

ESS shall be permitted to be installed outdoors on exterior walls of buildings when all of the following conditions are met:

1. The maximum energy capacity of individual ESS units shall not exceed 20 kWh.
2. The ESS shall comply with applicable requirements in Section 1207.
3. The ESS shall be installed in accordance with the manufacturer's instructions and their listing.
4. Individual ESS units shall be separated from each other by at least 3 feet (914 mm).
5. The ESS shall be ~~separated from doors, windows, operable openings into buildings or HVAC inlets by at least~~installed and maintained a minimum of 5 feet (1524 mm) from all doors, windows

operable openings, HVAC inlets, and other penetrations directly or indirectly into habitable or occupiable spaces, or bathrooms.

6. The ESS shall be installed and maintained a minimum of 10 feet (3048 mm) from all of the following:

6.1. Lot lines.

6.2. Public ways.

6.3. Other buildings.

6.4. Stored combustible materials.

6.5. Hazardous materials.

6.6. High-piled stock.

6.7. Other exposure hazards.

6.7. Vegetation, as specified in Section 1207.5.7.

Exception: Where approved, smaller separation distances in Items 4 and 5 shall be permitted ~~based on large-scale fire testing complying with Section 1207.1.5.~~where such distances are documented and approved to be adequate for the ESS model(s) in question based on large-scale fire testing, in accordance with Section 1207.1.5.

SECTION Section 1207.9.4 is hereby amended to read as follows:

1207.9.4 Fire suppression systems.

ESS located in walk-in units on rooftops or in walk-in units in open parking garages shall be provided with automatic fire suppression systems within the ESS enclosure in accordance with Section 1207.5.5. Areas containing ESS other than walk-

in units in open parking structures on levels not open above to the sky shall be provided with an automatic fire suppression system complying with Section 1207.5.5.

Exception: A fire suppression system is not required in open parking garages if large-scale fire testing complying with Section 1207.1.5 is ~~provided~~approved and includes evidence that shows that a fire will not impact the exposures in Section 1207.9.3.

SECTION Section 1207.9.5 is hereby amended to read as follows:

1207.9.5 Rooftop installations.

ESS and associated equipment that are located on rooftops and not enclosed by building construction shall comply with the following:

1. Stairway access to the roof for emergency response and fire department personnel shall be provided either through a bulkhead from the interior of the building or a stairway on the exterior of the building.
2. Service walkways at least 5 feet (1524 mm) in width shall be provided for service and emergency personnel from the point of access to the roof to the system.
3. ESS and associated equipment shall be located from the edge of the roof a distance equal to at least the height of the system, equipment or component but not less than ~~5~~10 feet (~~1524~~3048 mm).
4. The roofing ~~materials under and within 5 feet (1524 mm) horizontally from an ESS or associated equipment~~ shall be

noncombustible or shall have a Class A rating when tested in accordance with ASTM E108 or UL 790, and shall in all cases require the approval of the fire code official based upon large-scale fire testing approved in accordance with Section 1207.1.5.

5. A Class I standpipe outlet shall be installed at an approved location on the roof level of the building or in the stairway bulkhead at the top level.

6. The ESS shall be the minimum of ~~10 feet (3048 mm)~~25 feet (7620 mm) from all stairwells, egress pathways, and the fire service access point(s) on the rooftop. ESS shall not be installed within 25 feet (7620 mm) of any rooftop access bulkhead/hatch from the interior of the building.

SECTION Table 1207.10 is hereby amended to read as follows:

TABLE 1207.10

MOBILE ENERGY STORAGE SYSTEMS (ESS)

COMPLIANCE REQUIRED		DEPLOYMENT [a]
Feature	**Section**	
All ESS installations	1207.4	Yes[b]
Fire suppression systems	1207.5.5	Yes[c]
Maximum allowable quantities	1207.5.2	Yes
Maximum enclosure size	1207.5.6	Yes
Means of egress separation	1207.5.8	Yes
Size and separation	1207.5.1	Yes[d]
Smoke and automatic fire detection	1207.5.4	Yes[e]
Technology-specific protection	1207.6	Yes
Vegetation control	1207.5.7	Yes

a. See Section 1207.10.2.

b. Mobile operations on wheeled vehicles and trailers shall not be required to comply with Section 1207.4.4 seismic and structural load requirements.

c. Fire suppression system connections to the water supply shall be permitted to use approved temporary connections.

d. In walk-in units, ~~spacing is not required between~~ ESS units ~~and~~are permitted to be installed on the walls of the enclosure, but separation is required between individual groups of ESS units described in Section 1207.5.1.

e. Where authorized by the fire code official, ~~A~~alarm signals are not ~~required to~~ be transmitted to an approved location ~~for~~when the mobile ESS ~~deployed 30 days or less~~ is in transit to a deployment location. Alarm signal transmission shall be required upon the mobile ESS going operational.

SECTION Section 1207.10.6 is hereby amended to read as follows:

1207.10.6 Charging and storage.

Installations where mobile ESS are charged and stored shall be treated as permanent ESS indoor or outdoor installations, and shall comply with the following sections, as applicable:

1. Indoor charging and storage shall comply with Section 1207.7.
2. Outdoor charging and storage shall comply with Section 1207.8.
3. If permitted by the fire code official to occur, ~~C~~charging and storage on rooftops ~~and in open parking garages~~ shall comply with Section 1207.9.

Exceptions:

1. Electrical connections shall be permitted to be made using temporary wiring complying with the manufacturer's instructions, the UL 9540 listing and *the California Electrical Code*.
2. Fire suppression system connections to the water supply shall be permitted to use approved temporary connections.

SECTION Section 1207.10.7.2 is hereby amended to read as follows:

1207.10.7.2 Restricted locations.

Deployed mobile ESS operations shall not be located indoors, in ~~covered~~ parking garages, on rooftops, below grade or under building overhangs.

SECTION Section 1207.10.7.3 is hereby amended to read as follows:

1207.10.7.3 Clearance to exposures.

Deployed mobile ESS shall be separated by a minimum of 10 feet (3048 mm) from the following exposures:

1. Public ways.
2. Buildings.
3. Stored combustible materials.
4. Hazardous materials.
5. High-piled storage.
6. Other exposure hazards.

7. Lot lines, unless approved by the fire code official based upon notarized permission obtained by the applicant from the owner(s) and/or occupant(s) of the affected parcel(s).

Deployed mobile ESS shall be separated by a minimum of 50 feet (15 240 mm) from public seating areas and from tents, canopies and membrane structures with an occupant load of 30 or more.

SECTION Section 1207.10.7.6 is hereby amended to read as follows:

1207.10.7.6 Fencing and impact protection.

An approved fence with a locked gate or other approved barrier shall be provided to keep the general public at least 5 feet (1524 mm) from the outer enclosure of a deployed mobile ESS.

The fire code official shall be authorized to require approved means of impact protection where deemed necessary.

SECTION Section 1207.11 is hereby amended to read as follows:

1207.11 ESS in Group R-3 and R-4 occupancies.

ESS in Group R-3 and R-4 occupancies shall be installed and maintained in accordance with Sections 1207.11.1 through 1207.11.9. The temporary use of an owner or occupant's electric-powered vehicle as an ESS shall be in accordance with Section 1207.11.10.

Permits shall be required in accordance with Section 1207.1.2.

SECTION Section 1207.11.1 is hereby amended to read as follows:

1207.11.1 Equipment listings.

ESS shall be listed and labeled in accordance with UL 9540. ESS listed and labeled solely for utility or commercial use shall not be used for residential applications.

~~**Exception:** Where approved, repurposed unlisted battery systems from electric vehicles are allowed to be installed outdoors or in detached dedicated cabinets located not less than 5 feet (1524 mm) from exterior walls, property lines and public ways.~~

SECTION Section 1207.11.2.1 is hereby amended to read as follows:

1207.11.2.1 Spacing.

Individual units shall be separated from each other by at least 3 feet (914 mm) of spacing unless smaller separation distances are documented and approved to be adequate for the ESS model(s) in question based on large-scale fire testing ~~complying,~~ in accordance with Section 1207.1.5.

SECTION Section 1207.11.3 is hereby amended to read as follows:

1207.11.3 Location.

ESS shall be installed only in the following locations:

1. ~~D~~Inside detached garages ~~and detached accessory structures~~.
2. ~~A~~Inside attached garages when separated from the dwelling unit living space and sleeping units in accordance with Section *R302.6*.
3. Outdoors *or* on the ~~exterior~~outer side of the exterior building walls ~~located *not less than* 3 feet (914 mm) from doors and windows~~

~~*directly entering the dwelling unit*~~in accordance with Section 1207.11.3.1.

~~4.~~ ~~*Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch (15.9 mm) Type X gypsum wallboard.*~~

*ESS shall not be installed ~~in sleeping rooms, closets, s~~*inside any of the following locations:

1. Dwelling units, including accessory dwelling units (ADU's).
2. Sleeping units.
3. S*paces opening directly into sleeping rooms or ~~in habitable spaces of dwelling~~ units.*
4. Closets.
5. Bathrooms.
6. Basements.
7. Accessory structures that are not garages.
8. Vaults.

SECTION Section 1207.11.3.1 is hereby added to read as follows:

1207.11.3.1 Outdoors or on outer side of exterior building walls.

ESS shall be permitted to be installed outdoors, or on the outer side of exterior building walls, when all of the following conditions are met, in addition to those otherwise required by Section 1207.11:

1. The ESS shall be installed and maintained a minimum of 5 feet (1524 mm) from all of the following:

    1.1. Lot lines.

    1.2. Public ways.

    1.3. Other buildings.

    1.4. Stored combustible materials.

    1.5. Hazardous materials.

2. The ESS shall be installed and maintained a minimum of 10 feet (3048 mm) from vegetation, as specified in Section 1207.5.7.

3. The ESS shall be installed and maintained a minimum of 3 feet (914 mm) from all doors, windows, operable openings, HVAC inlets and other penetrations directly or indirectly into habitable or occupiable spaces, or bathrooms.

Exception: The fire code official shall have the authority to authorize smaller separation distances where such distances are documented and approved to be adequate for the ESS model(s) in question based on large-scale fire testing, in accordance with Section 1207.1.5.

SECTION Section 1207.11.4 is hereby amended to read as follows:

1207.11.4 Energy ratings.

Individual ESS units shall have a maximum rating of 20 kWh. The aggregate rating per Group R-3/R-4 occupancy ~~structure~~ shall not exceed:

~~1. 40 kWh within utility closets and storage or utility spaces.~~

~~2~~1. 80 kWh in attached or detached garages ~~and detached accessory structures~~.

~~3~~2. 80 kWh on outer side of exterior building walls.

~~4~~3. 80 kWh outdoors on the ground.

Energy capacity is the total energy capable of being stored (nameplate rating), not the usable energy rating.

ESS installations exceeding the permitted individual or aggregate ratings shall be installed in accordance with Sections 1207.1 through 1207.9 of the California Fire Code.

SECTION Section 1207.11.5.1 is hereby added to read as follows:

1207.11.5.1 Electrical disconnects, signage, and working clearances.

In addition to any disconnects and signage required in accordance with *the California Electrical Code*, disconnects, signage, and access shall be provided in accordance with Section 509, et seq.

Access and working space shall be provided and maintained about all electrical equipment to permit ready and safe operation and maintenance of such equipment in accordance with *the California Electrical Code*, the manufacturer's instructions, and Section 603.

SECTION Section 1207.11.6 is hereby amended to read as follows:

1207.11.6 Fire detection.

ESS installed ~~in Group R-3 and R-4 occupancies shall comply with the following:~~

~~*1.* Rooms and areas~~ within ~~dwellings units, sleeping units,~~ *basements* ~~and~~ attached garages ~~in which ESS are installed~~ shall be protected by ~~smoke alarms in accordance with Section *907.2.11*~~one of the following:

1. An approved heat alarm.
2. An approved heat detector that is a component of a fire alarm system in the residence that will activate a notification device that will alert the residents of an emergency.
3. ~~*2*~~3. ~~*A listed heat alarm*~~A fire sprinkler, properly spaced and integrated to a residential fire sprinkler system outfitted with a flow detector that activates a notification device that will alert the residents of an emergency.

~~interconnected to the smoke alarms~~Notification in all three options shall be ~~installed~~provided in locations within dwelling units, sleeping units and attached garages ~~where smoke alarms cannot be installed based on their listing~~.

SECTION Section 1207.11.7 is hereby amended to read as follows:

1207.11.7 Protection from impact.

ESS installed in a location subject to vehicle damage *in accordance with Section*s *1207.11.7.1* ~~*or*~~through *1207.11.7.*~~*2*~~3 *shall be provided with impact protection in accordance with Section 1207.11.7.*~~*3*~~4. For the purposes of vehicle impact protection, an energy storage management system that controls an ESS, if located remotely from the ESS unit(s) it controls, shall be treated as an ESS unit.

Exception: Impact protection is not required for an ESS unit where no portion of the ESS unit is less than 36 inches (914 mm) above the finished floor, unless determined necessary per Section 1207.11.7.3.

SECTION Section 1207.11.7.1 is hereby amended to read as follows:

1207.11.7.1 Garages **interior–installed ESS*.***

~~Where an ESS is installed in the normal driving path of vehicle travel within a garage, impact protection complying with Section 1207.11.7.3 shall be provided. The normal driving path is a space between the garage vehicle opening and the interior face of the back wall to a height of 48 inches (1219 mm) above the finished floor. The width of the normal driving path shall be equal to the width of the garage door opening. Impact protection shall also be provided for ESS installed at either of the following locations (See Figure 1207.11.7.1):~~

~~1. On the interior face of the back wall and located within 36 inches (914 mm) to the left or to the right of the normal driving path.~~

~~2. On the interior face of a side wall and located within 24 inches (609 mm) (from the back wall and within 36 inches (914 mm) of the normal driving path.~~

***~~Exception:~~** ~~Where the clear height of the vehicle garage opening is 7 feet 6 inches (2286 mm) or less, ESS installed not less than 36 inches (914 mm) above finished floor are not subject to vehicle impact protection requirements.~~*

For ESS unit(s) installed inside a garage or similar structure, impact protection shall be provided in accordance with Figures 1207.11.1(1) through 1207.11.7.1(3), and as described herein.

"L" represents the length of the garage-entrance return wall and is measured from the inside corner where the return wall meets the adjacent "side" wall that runs roughly parallel to the driving path.

Where any portion of the ESS unit is installed outside of the triangles created in accordance with Figure 1207.11.7.1(1), impact protection shall be provided.

Exceptions: Where the ESS unit is located within one of the aforementioned triangles, but any of the following are true, impact protection requirements shall be evaluated on a case-by-case basis:

1. L > 6 feet (1829 mm). See Figure 1207.11.7.1(2).
2. The driving path within the garage is deeper than 25 feet (7620 mm). See Figure 1207.11.7.1(3).

SECTION Figure 1207.11.7.1 is hereby deleted in entirety as follows:

~~FIGURE 1207.11.7.1~~

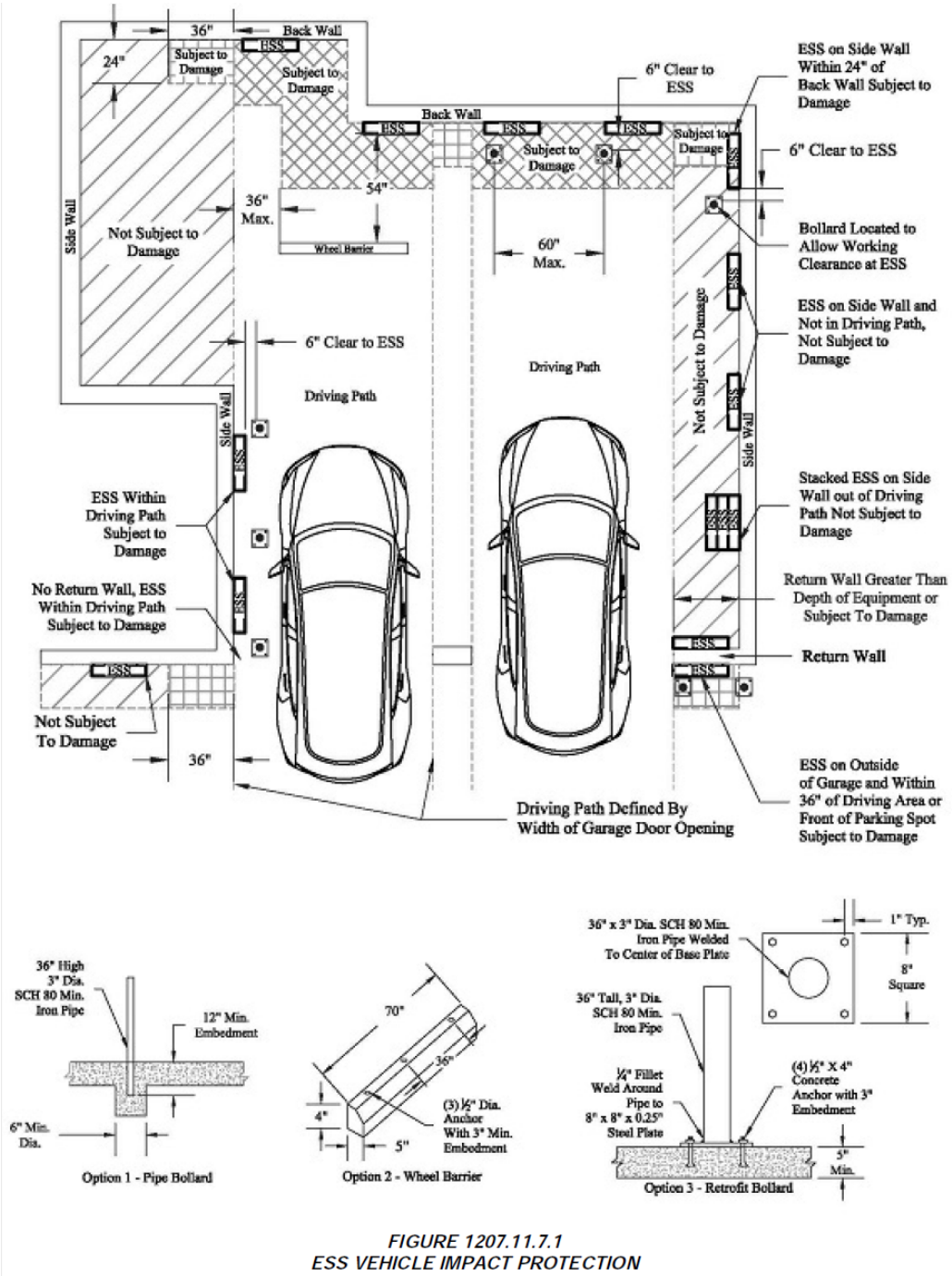


FIGURE 1207.11.7.1
ESS VEHICLE IMPACT PROTECTION

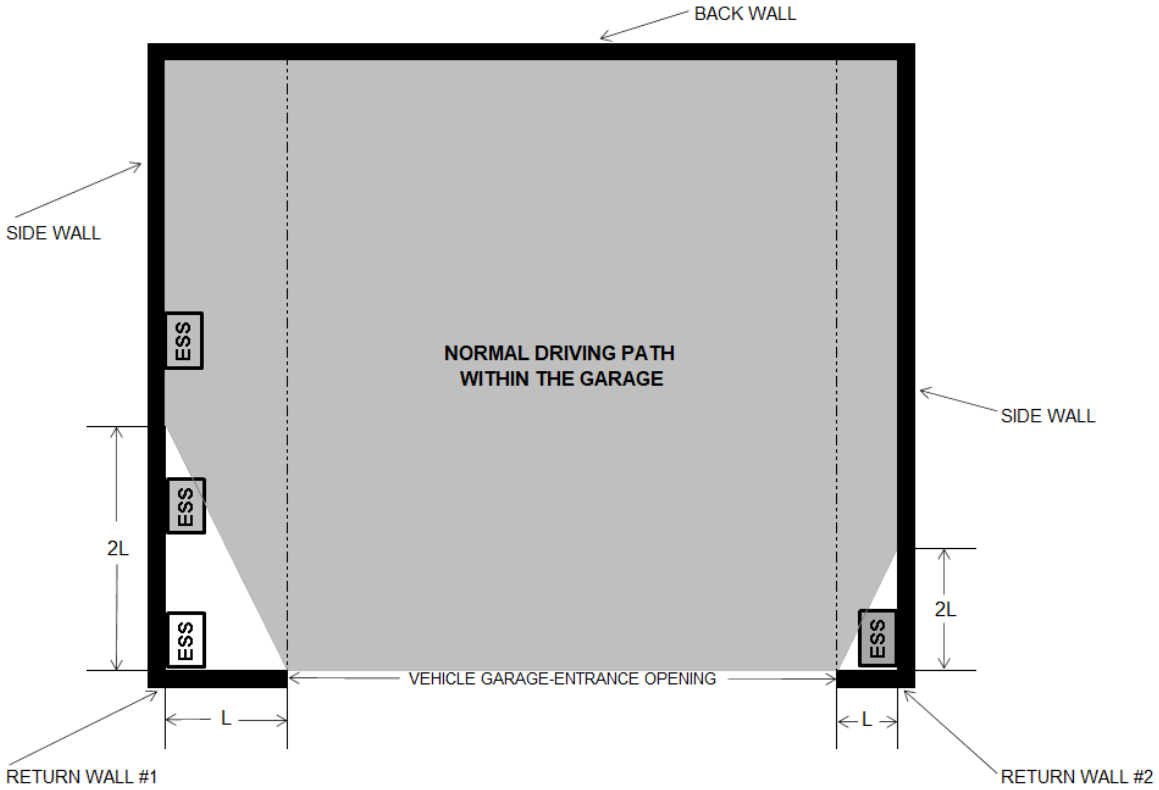
SECTION Figure 1207.11.7.1(1) is hereby added to appear as follows:

FIGURE 1207.11.7.1(1)

GARAGE INTERIOR–INSTALLED ESS[a]

ASSUMPTIONS/CONDITIONS:

- **L ≤ 6 FEET**
  (If L > 6 feet, also see FIGURE 1207.11.7.1(2).)
- **DEPTH OF DRIVING PATH WITHIN THE GARAGE ≤ 25 FEET**
  (If Driving Path > 25 feet, also see FIGURE 1207.11.7.1(3).)



L = Interior length of the vehicle garage-entrance return wall.

ESS = ESS unit(s) subject to impact protection requirements.

ESS = ESS unit(s) *NOT* subject to impact protection requirements.

= Area subject to impact protection requirements.

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

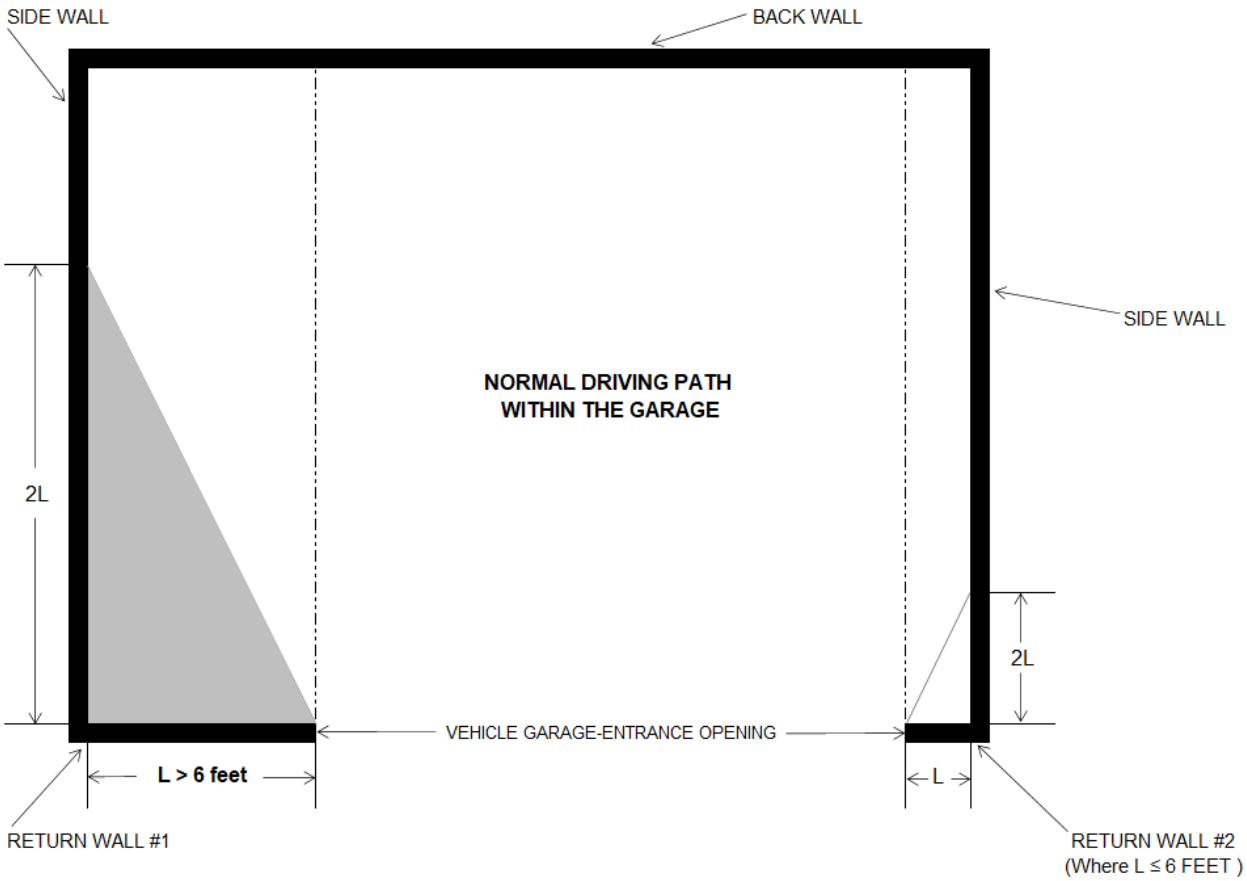
a. Impact protection is not required for an ESS unit (or for a remote Energy Storage Management System) that is entirely located 36 inches or greater above the finished driving surface.

Exception: Where determined necessary by the fire code official due to special circumstances.

SECTION Figure 1207.11.7.1(2) is hereby added to appear as follows:

FIGURE 1207.11.7.1(2)

LONG GARAGE RETURN WALL[a,b]



L = Interior length of the vehicle garage-entrance return wall.

= Area subject to case-by-case evaluation.

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

a. Impact protection is not required for an ESS unit (or for a remote Energy Storage Management System) that is entirely located 36 inches or greater above the finished driving surface.

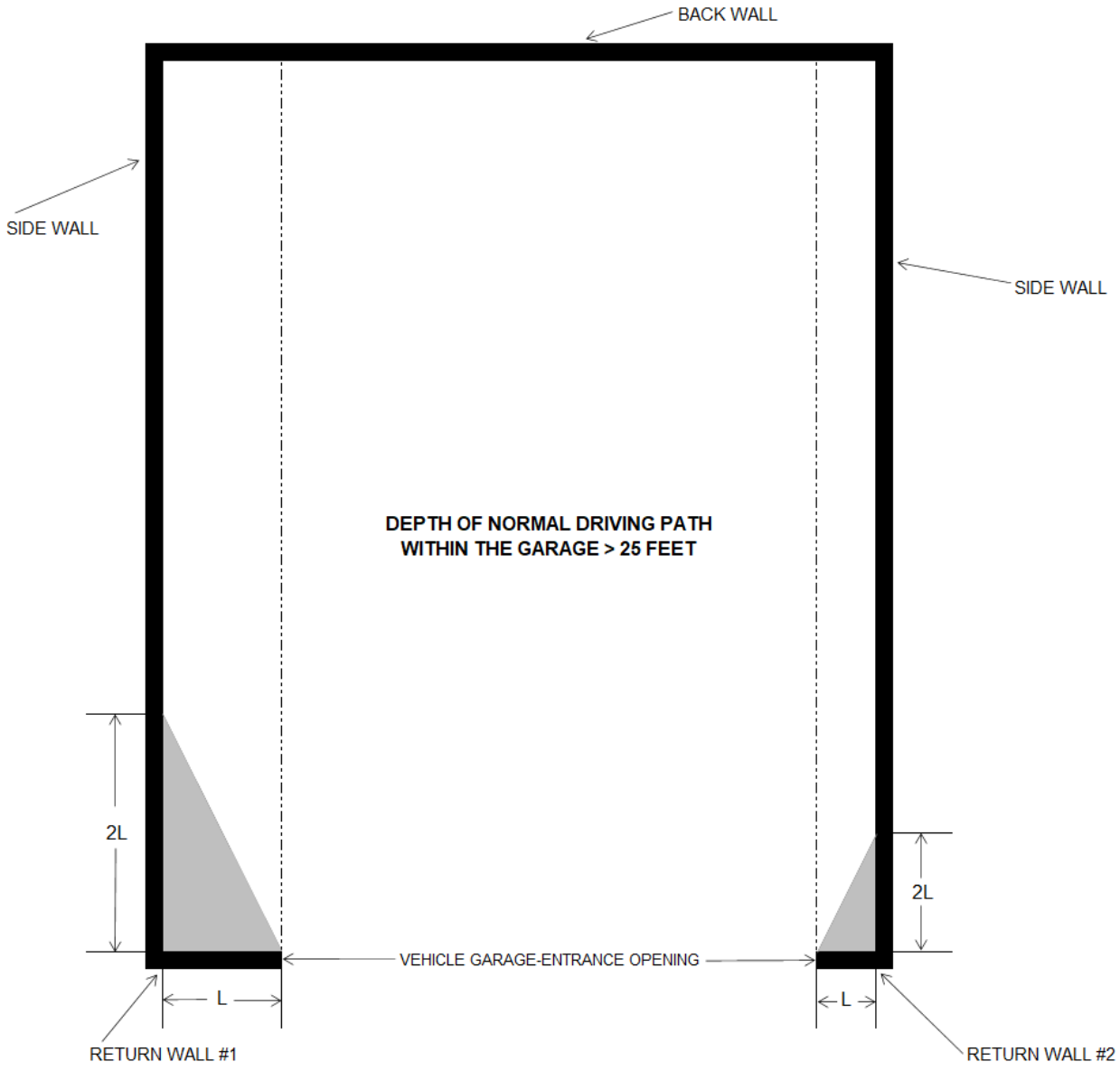
Exception: Where determined necessary by the fire code official due to special circumstances.

b. Where this figure is applicable, this case-by-case evaluation shall be in addition to the requirements of Figure 1207.11.7.2.1(1).

SECTION Figure 1207.11.7.1(3) is hereby added to appear as follows:

FIGURE 1207.11.7.1(3)

DEEP GARAGE[a,b]



L = Interior length of the vehicle garage-entrance return wall.

= Area subject to case-by-case evaluation.

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

a. Impact protection is not required for an ESS unit (or for a remote Energy Storage Management System) that is entirely located 36 inches or greater above the finished driving surface.

Exception: Where determined necessary by the fire code official due to special circumstances.

b. Where this figure is applicable, this case-by-case evaluation shall be in addition to the requirements of Figure 1207.11.7.2.1(1).

SECTION Section 1207.11.7.2 is hereby amended to read as follows:

1207.11.7.2 ~~***Other locations subject to vehicle impact***~~**Exterior-installed ESS*.***

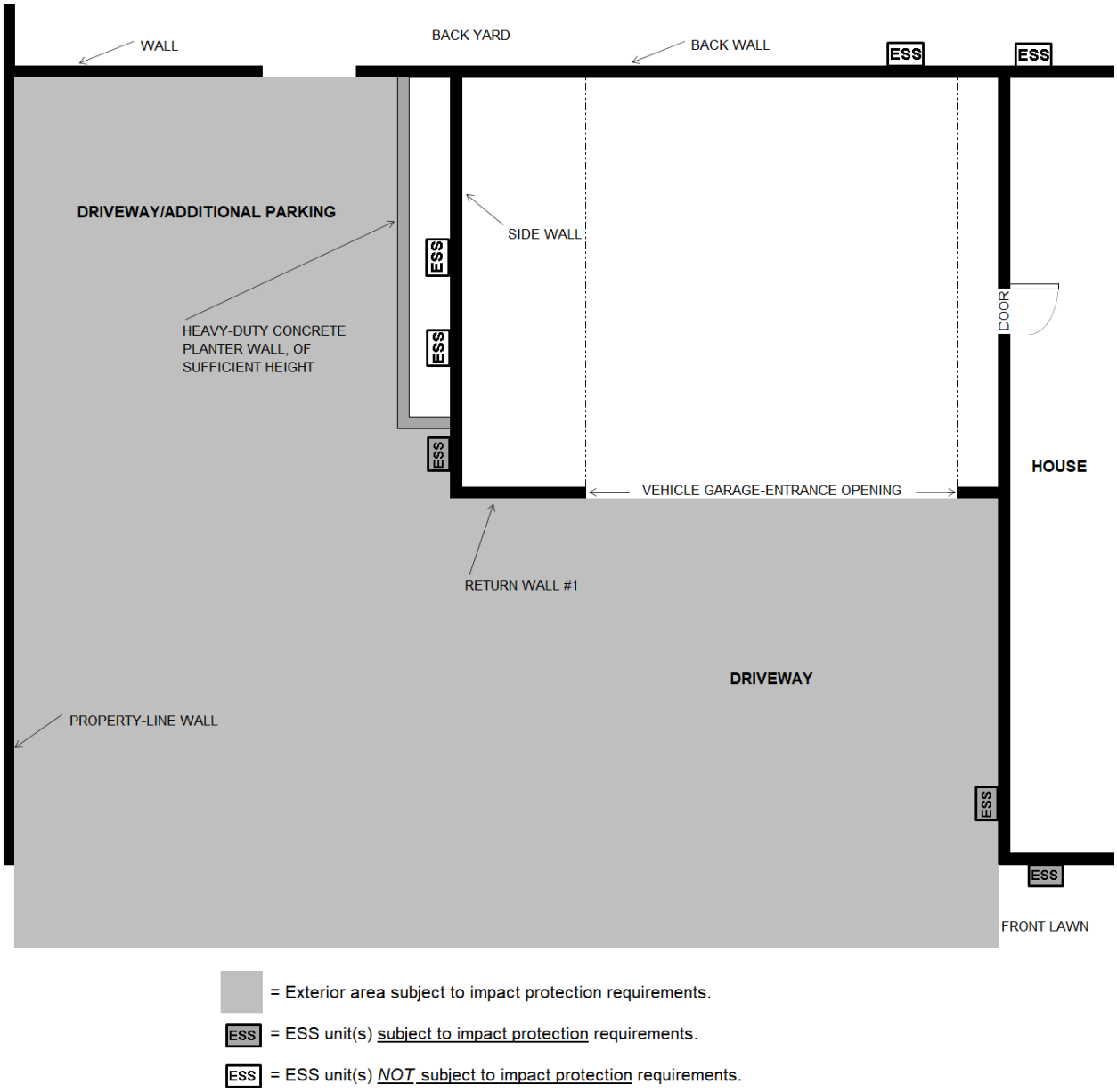
~~*Where an ESS is installed in a location other than as defined in Section 1207.11.7.1, and is subject to vehicle damage, impact protection shall be provided in accordance with Section 1207.11.7.3.*~~

Impact Protection shall be required for any ESS unit(s) that are located within 36" of the full width or depth/length of any vehicular path of travel, and subject to vehicular impact, per Figure 1207.11.7.2.

SECTION Figure 1207.11.7.2 is hereby added to appear as follows:

FIGURE 1207.11.7.2

EXTERIOR-INSTALLED ESS[a]



For SI: 1 inch = 25.4 mm.

a. Impact protection is not required for an ESS unit (or for a remote Energy Storage Management System) that is entirely located 36 inches or greater above the finished driving surface.

Exception: Where determined necessary by the fire code official due to special circumstances.

SECTION Section 1207.11.7.3 is hereby amended to read as follows:

1207.11.7.3 ~~***Impact protection options***~~**Special circumstances*****.***

~~*Where ESS is required to be protected from impact in accordance with Section 1207.11.7.1 or 1207.11.7.2, such protection shall comply with one of the following:*~~

~~*1. Bollards constructed in accordance with one of the following:*~~

~~*1.1. Minimum 48 inches (1219 mm) in length by 3 inches (76 mm) in diameter Schedule 80 steel pipe embedded in a concrete pier not less than 12 inches (304 mm) deep and 6 inches (152 mm) in diameter, with at least 36 inches (914 mm) of pipe exposed, filled with concrete and spaced at a maximum interval of 5 feet (1524 mm). Each bollard shall be located not less than 6 inches (152 mm) from an ESS.*~~

~~*1.2. Minimum 36 inches (914 mm) in height by 3 inches (76 mm) in diameter Schedule 80 steel pipe fully welded to a minimum 8-inch (203 mm) by 1/4-inch (6.4 mm) thick steel plate and bolted to a concrete floor by means of 41/2-inch (13 mm) concrete anchors with 3-inch (76 mm) minimum embedment. Spacing shall not be greater than 60 inches*~~

~~*(1524 mm), and each bollard shall be located not less than 6 inches (152 mm) from the ESS.*~~

~~*1.3. Pre-manufactured steel pipe bollards shall be filled with concrete and anchored in accordance with the manufacturer's installation instructions, with spacing not greater than 60 inches (1524 mm), and each bollard shall be located not less than 6 inches (152 mm) from the ESS.*~~

~~*2. Wheel barriers constructed in accordance with one of the following:*~~

~~*2.1. Four inches (102 mm) in height by 5 inches (127 mm) in width by 70 inches (1778 mm) in length wheel barrier made of concrete or polymer, anchored to the concrete floor not less than every 36 inches (914 mm) and located not less than 54 inches (1372 mm) from the ESS. Minimum 31/2-inch (89 mm) diameter concrete anchors with a 3-inch (76 mm) embedment per barrier shall be used. Spacing between barriers shall be no greater than 36 inches (914 mm).*~~

~~*2.2. Pre-manufactured wheel barriers shall be anchored in accordance with the manufacturer's installation instructions.*~~

~~*3. Approved method designed to resist a 2,000-pound (8899 Newtons) impact in the direction of travel at 24 inches (608 mm) above grade.*~~

The need of impact protection for any ESS unit installation scenario not specifically addressed in Sections 1207.11.7.1 and 1207.11.7.2 and associated figures, shall be determined by the fire code official.

SECTION Section 1207.11.7.4 is hereby added to read as follows:

1207.11.7.4 Design of impact protection.

All impact protection shall be of the pipe-bollard type complying with Section 1207.11.7.4.1, or retrofit-bollard type complying with Section 1207.11.7.4.2, unless provided by other approved structures (e.g., concrete wall).

Spacing between bollards shall not exceed 4 feet (1219 mm) on center and be no closer than 6 inches (152 mm) from an ESS unit. Bollards shall not encroach upon the working clearances required by Sections 1207.11.5.1 and 603. The need for multiple bollards for an ESS unit or a series of ESS units shall be determined by the fire code official.

SECTION Section 1207.11.7.4.1 is hereby added to read as follows:

1207.11.7.4.1 Pipe bollard.

Pipe-bollard type impact protection shall be 48 inches (1219 mm) in length, by 3 inches (76 mm) in diameter, schedule 80 steel pipe, embedded in a concrete pier 12 inches (304 mm) deep and 6 inches (152 mm) in diameter with 36 inches (914 mm) of pipe exposed, filled with concrete.

SECTION Section 1207.11.7.4.2 is hereby added to read as follows:

1207.11.7.4.2 Retrofit bollard.

Retrofit-bollard type impact protection shall be 36 inches (914 mm) in height, by 3 inches (76 mm) in diameter, schedule 80 steel pipe fully welded to an 8-inch-square

(203 mm) by ¼ -inch-thick (6.4 mm) steel plate and bolted to a concrete floor by means of four 4 1/2-inch (114 mm) steel anchors. The anchor bolts shall be suitable for use in concrete and shall obtain a minimum of 3-inch (76 mm) nominal embedment per the manufacturer's installation instructions.

SECTION Section 1207.11.8 is hereby amended to read as follows:

1207.11.8 Ventilation.

Indoor installations of ESS that include batteries that produce hydrogen or other flammable gases during charging, discharging, or other normal use conditions shall be provided with exhaust ventilation in accordance with Section 1207.6.1.

SECTION Section 2007.1 is hereby amended to read as follows:

2007.1 General.

Helistops and heliports shall be maintained in accordance with Sections 2007.2 through 2007.811. Helistops and heliports on buildings shall be constructed in accordance with the *California Building Code*.

SECTION Section 2007.9 is hereby added to read as follows:

2007.9 Emergency Helicopter Landing Facility (EHLF).

An approved Emergency Helicopter Landing Facility (EHLF) shall be provided on the roof of any building hereinafter constructed, where the roof exceeds 12 stories or 120 feet above the lowest level of fire department access. It shall be designed and constructed in accordance with the Los Angeles County Building Code and Title 24 of the California Code of Regulations, and shall be capable of sufficiently accommodating the appropriate emergency helicopter as determined by the fire code official.

SECTION Section 2007.9.1 is hereby added to read as follows:

2007.9.1 Other rooftop structures and additions.

Where any roof at which a helistop; heliport; required low-hover, light-wheel landing site; or EHLF exists or is to be established, no parapet, guard or other structure that would extend any height above the horizontal plane of the landing surface, or that would extend more than 42 inches (1067 mm) above the adjacent roof deck, shall be installed without first obtaining written approval of the fire code official. No structures, including but not limited to tents or membrane structures, additions, or uses, shall be allowed to interfere with the necessary and safe operation of the helicopter landing facility.

SECTION Section 2007.10 is hereby added to read as follows:

2007.10 Ground-based helicopter facilities.

A ground-based helicopter landing facility subject to this code, that is required for use to some degree by public emergency services, shall be constructed in accordance with Sections 2007.10.1 through 2007.10.3. These requirements may also be applied to such facilities that are elevated.

2007.10.1 Surface.

When required by the fire code official, a graded pad, measuring a minimum of 100 feet (30 480 mm) by 100 feet (30 480 mm), shall be covered with reinforced concrete, with a minimum depth of 6 inches (152.4 mm), capable of supporting 42,000 pounds (19 050.88 kg).

2007.10.2 Hydrant.

When required by the fire code official, a fire hydrant shall be installed adjacent to the pad as approved by the fire code official.

2007.10.3 Access.

When required by the fire code official, a fire apparatus access road leading to the helistop or heliport shall be provided in accordance with Section 503.

SECTION Section 2007.11 is hereby added to read as follows:

2007.11 Maintenance and notification.

Where a new or existing helistop; heliport; required low-hover, light-wheel landing site; EHLF; or other helicopter landing facility is established, no structures, including but not limited to tents or membrane structures; or uses, shall be allowed to interfere with the necessary and safe operation of the facility. Immediate notification of any such interference shall be provided to the jurisdictional fire department emergency dispatch, including nature, extent, and expected time period of such interference.

2007.11.1 Fire Department permit required.

Where a new or existing helicopter facility is or was intended for emergency use, even if not exclusively; and/or is or was required by code, all nonemergency uses and/or requests shall first obtain a permit from the fire code official. Where a permit is granted, the permit shall include conditions under which nonemergency use can be conducted, as determined by the fire code official.

Issuance of a permit allowing nonemergency use of a rooftop helicopter facility shall be determined at the level of the Fire Marshal, on a case-by-case basis.

SECTION Section 2108.5 is hereby added to read as follows:

2108.5 Smoking.

Smoking in dry-cleaning plants shall only be within designated smoking rooms. "NO SMOKING" signs shall be posted in rooms containing flammable or combustible liquids. See Section 310.3.

SECTION Section 2203.3.1 is hereby amended to read as follows:

2203.3.1 Dust-collection systems.

~~D~~Suitable dust-collection systems shall be designed to collect dust emissions from dust-producing equipment at the point of generation and shall be installed on all dust-producing machinery. Dust-collection systems shall be in accordance with ~~Section 511~~Chapter 5 of the *California Mechanical Code*. Equipment used in operations that generate explosive or flammable vapors, fumes, or dusts shall be interlocked with the machinery power supply so that the machinery cannot be operated without the dust-collection equipment also operating.

Exception: Closed systems using listed equipment and designed in accordance with manufacturer's recommendations and specifications, where cleanouts are provided in accordance with Section 2203.3.3.

Heating, ventilation, and air conditioning (HVAC) systems shall not be used as the means to collect dusts from localized sources.

SECTION Section 2203.4.1.1 is hereby added to read as follows:

2203.4.1.1 Electrical grounding.

Artificial lighting in areas containing dust-producing or dust-agitating operations shall be by electricity with wiring and electrical equipment installed in accordance with

the Electrical Code. Machinery and metal parts of crushing, drying, pulverizing, and conveying systems shall be electrically grounded in accordance with the Electrical Code.

SECTION Section 2203.4.2 is hereby amended to read as follows:

2203.4.2 Static electricity.

Bonding and grounding is required to minimize accumulation of static electric charge in the following locations:

1. Dust-producing equipment.
2. Dust-collection system.
3. Pneumatic dust-conveying systems conveying combustible dust from one location to another, combustible dust conveyors, piping and conductive components. Conveying systems include transport modes such as railcars, hopper cars, boxcars, tank cars and trucks into which or from which commodities or products are pneumatically conveyed.
4. Conveying systems using metallic piping.

Static electricity shall be removed from machinery and other component parts by permanent grounds or bonds or both. The design and installation of such grounds shall be in accordance with approved standards.

SECTION Section 2203.4.10 is hereby added to read as follows:

2203.4.10 Separators.

Approved means, such as magnetic or pneumatic separators, shall be installed ahead of shellers, crackers, crushers, grinding machines, pulverizers, and similar

machines in which the entrance of foreign materials could cause sparks to be generated.

SECTION Section 2404.4 is hereby amended to read as follows:

2404.4 Fire protection.

Spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system complying with Chapter 9. Protection shall extend to exhaust plenums, exhaust ducts, and both sides of dry filters where such filters are used. Spray booths shall be provided with automatic fire sprinkler system protection when the spray booth is located in a portion of a building that is protected with an automatic fire sprinkler system.

SECTION Section 2408.5 is hereby amended to read as follows:

2408.5 Sources of ignition.

Smoking shall be prohibited and "NO SMOKING" signs shall be prominently displayed in compliance with Section 310.3 in areas where organic peroxides are stored, mixed, or applied. Only nonsparking tools shall be used in areas where organic peroxides are stored, mixed or applied.

SECTION Section 2504.6 is hereby added to read as follows:

2504.6 Smoking.

Smoking shall be prohibited in ripening rooms.

SECTION Section 2507.2 is hereby added to read as follows:

2507.2 "No Smoking" signs.

NO SMOKING signs shall be posted at every entrance, in compliance with Section 310.3.

SECTION Section 2603.3.3 is hereby amended to read as follows:

2603.3.3 ~~Watch personnel~~Reserved.

~~During the period fumigation is in progress, except where fumigation is conducted in a gastight vault or tank, a responsible watchperson shall remain on duty at the entrance or entrances to the enclosed fumigated space until after the fumigation is completed and the building, structure or space is properly ventilated and safe for occupancy. Sufficient watchers shall be provided to prevent persons from entering the enclosed space under fumigation without being observed.~~

SECTION Section 2803.3.3 is hereby added to read as follows:

2803.3.3 Combustible waste.

The storage, accumulation, and handling of combustible materials and control of vegetation shall be in accordance with Section 304.

SECTION Section 2810.1.1 is hereby added to read as follows:

2810.1.1 Permits.

Permits shall be required as set forth in Sections 105.5 and 105.6.

SECTION Section 3102.1 is hereby amended to read as follows:

3102.1 Definitions.

The following terms are defined in Chapter 2:

AIR-INFLATED STRUCTURE.

AIR-SUPPORTED STRUCTURE.

CROWD MANAGER.

INFLATABLE AMUSEMENT DEVICE.

MEMBRANE STRUCTURE.

SPECIAL AMUSEMENT AREA.

TEMPORARY SPECIAL EVENT STRUCTURE.

TENT.

SECTION Section 3104.5 is hereby added to read as follows:

3104.5 Helicopter landing facilities.

Where a helistop; heliport; required low-hover, light-wheel landing site; Emergency Helicopter Landing Facility (EHLF); or other helicopter landing facility is established, no structures, including tents or membrane structures, or uses, shall be allowed to interfere with the necessary and safe operation of the facility. See Section 2007.

SECTION Section 3107.15.2.1 is hereby amended to read as follows:

3107.15.2.1 Quantity limit.

Fuel in the fuel tank and vehicle-technology hazards shall ~~not exceed one-quarter of the tank capacity or 5 gallons (19 L), whichever is less~~comply with the restrictions specified in Section 314.4.

SECTION Section 3107.18 is hereby amended to read as follows:

3107.18 Combustible vegetation.

Combustible vegetation that could create a fire hazard shall be removed from the area occupied by a tent or membrane structure, and from areas within ~~30~~50 feet (~~9144~~15 240 mm) of such tent or membrane structures. When a tent or membrane structure is located in a wildfire risk area, combustible vegetation shall be removed from areas within 50 feet (15 240 mm) from such structures or from areas within up to 200

feet (60 960 mm) from such tent or membrane structures when required by the fire code official.

SECTION Section 3201.2 is hereby amended to read as follows:

3201.2 Permits.

A permit shall be required as set forth in Sections 105.5 and 105.6. Prior to approval of storage racks, a building permit is required in occupancies regulated by this chapter. Proof of all required permits must be provided to the fire code official upon request. The approved permit must be kept on the premises and be available at all times for inspection by the fire code official.

SECTION Table 3206.2 is hereby amended to read as follows:

TABLE 3206.2

GENERAL FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS

COMMODITY CLASS	SIZE OF HIGH-PILED STORAGE AREA[a] (square feet) (see Sections 3206.2 and 3206.3)	ALL STORAGE AREAS (See Sections 3206, 3207 and 3208)[b]				SOLID-PILED STORAGE, SHELF STORAGE AND PALLETIZED STORAGE (see Section 3207.3)		
		Automatic fire-extinguishing system (see Section 3206.4)	Fire detection system (see Section 3206.5)	Fire department access doors (see Section 3206.7)	Smoke and heat removal (see Section 3206.8)	Maximum pile dimension[c] (feet)	Maximum permissible storage height[d] (feet)	Maximum pile volume (cubic feet)
I-IV	0-500	Not Required[a]	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
	501-2,500	Not Required[a]	Yes[g]	Not Required	Not Required	120	40	100,000
	2,501-12,000 Open to the public	Yes	Not Required	Not Required	Not Required	120	40	400,000
	2,501-12,000 Not open to the public (Option 1)	Yes	Not Required	Not Required	Not Required	120	40	400,000

COMMODITY CLASS	SIZE OF HIGH-PILED STORAGE AREA[a] (square feet) (see Sections 3206.2 and 3206.3)	ALL STORAGE AREAS (See Sections 3206, 3207 and 3208)[b]				SOLID-PILED STORAGE, SHELF STORAGE AND PALLETIZED STORAGE (see Section 3207.3)		
		Automatic fire-extinguishing system (see Section 3206.4)	Fire detection system (see Section 3206.5)	Fire department access doors (see Section 3206.7)	Smoke and heat removal (see Section 3206.8)	Maximum pile dimension[c] (feet)	Maximum permissible storage height[d] (feet)	Maximum pile volume (cubic feet)
	2,501-12,000 Not open to the public (Option 2)	Not Required[a]	Yes	Yes	Yes[h,i]	120	30[e]	200,000
	12,001-500,000	Yes	Not Required	Yes	Yes[h,i]	120	40	400,000
	Greater than 500,000[f]	Yes	Not Required	Yes	Yes[h,i]	120	40	400,000
High hazard	0-500	Not Required[a]	Not Required	Not Required	Not Required	60	Not Required	Not Required
	501-2,500 Open to the public	Yes	Not Required	Not Required	Not Required	60	30	75,000
	501-2,500 Not open to the public (Option 1)	Yes	Not Required	Not Required	Not Required	60	30	75,000
	501-2,500 Not open to the public (Option 2)	Not Required[a]	Yes[g]	Yes	Yes[h,i]	60	20	50,000
	2,501-300,000	Yes	Not Required	Yes	Yes[h,i]	60	30	75,000
	Greater than 300,000[f]	Yes	Not Required	Yes	Yes[h,i]	60	30	75,000

For SI: 1 foot = 304.8 mm, 1 cubic foot = 0.02832 m^3, 1 square foot = 0.0929 m^2.

a. Where automatic sprinklers are required for reasons other than those in Chapter 32, the portion of the sprinkler system protecting the high-piled storage area shall be designed and installed in accordance with Sections 3207 and 3208.

b. For aisles, see Section 3206.10.

c. Piles shall be separated by aisles complying with Section 3206.10.

d. For storage in excess of the height indicated, special fire protection shall be provided in accordance with Note f where required by the fire code official. See Chapters 51 and 57 for special limitations for aerosols and flammable and combustible liquids, respectively.

e. For storage exceeding 30 feet in height, Option 1 shall be used.

f. Special fire protection provisions including, but not limited to, fire protection of exposed steel columns; increased sprinkler density; additional in-rack sprinklers, without associated reductions in ceiling sprinkler density; or fire department hose connections shall be provided where required by the fire code official.

g. Not required where an automatic fire-extinguishing system is designed and installed to protect the high-piled storage area in accordance with Sections 3207 and 3208.

h. ~~Not required where storage areas *with an exit travel distance of 250 feet (76 200 mm) or less* are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 $(m \cdot s)^{1/2}$ or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with *Section 903.3.1.1*.~~Reserved.

i. Not required in frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.

SECTION Section 3206.8 is hereby amended to read as follows:

3206.8 Smoke and heat removal.

Where smoke and heat removal is required by Table 3206.2 ~~it~~, smoke and heat vents shall be provided in accordance with Section 910.

SECTION Section 3302.1 is amended to read as follows:

3302.1 Terms defined in Chapter 2.

Words and terms used in this chapter and defined in Chapter 2 shall have the meanings ascribed to them as defined therein~~.~~, including:

FIRE WATCH.

SECTION Section 3305.5 is amended to read as follows:

3305.5 Fire watch.

Where required by the fire code official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for building construction.

See Section 401.10 for fire watch responsibilities and procedures, and Section 3504.2 for fire watch specific to hot work.

SECTION Section 3305.5.2.1 is hereby amended to read as follows:

3305.5.2.1 Duties.

The primary duty of fire watch personnel shall be to perform constant patrols and watch for the occurrence of fire. ~~The combination of fire watch duties and site security duties is acceptable.~~

SECTION Section 3313.6 is hereby added to read as follows:

3313.6 Fire hose.

When required by the fire code official, approved fire hoses with attached nozzles shall be maintained for immediate use at a construction site or a demolition site. Such hoses and nozzles shall be connected to an approved water supply. Where a fire hydrant is permitted to be used as the source of water supply, the fire hose connection to the fire hydrant shall not impede the Fire Department from using the hydrant.

SECTION Section 3501.3 is hereby amended to read as follows:

3501.3 Restricted areas.

Hot work shall only be conducted in areas designed or authorized for that purpose by the personnel responsible for a hot work program. Hot work shall not be

conducted in the following areas unless approval has been obtained from the fire code official:

. . .

3. Areas with readily ignitable materials, such as storage of large quantities of bulk sulfur, baled paper, cotton, lint, dust or loose combustible materials, or wildfire risk areas.

. . .

SECTION Section 3505.9 is hereby added to read as follows:

3505.9 Flashback prevention.

Approved protective devices shall be installed in the fuel gas and oxygen lines to prevent flashback in the fuel system and backflow in the fuel and oxygen system in accordance with nationally recognized safe practices.

SECTION Section 3604.2 is hereby amended to read as follows:

3604.2 Standpipes.

Marinas and boatyards shall be equipped throughout with standpipe systems in accordance with NFPA 303. Systems shall be provided with hose connections located such that no point on the marina pier or float system exceeds 150 feet (15 240 mm) from a standpipe hose connection. Standpipe systems shall be of a wet type unless the system is installed in an area that is subject to freezing temperatures.

SECTION Section 3604.2.2 is hereby added to read as follows:

3604.2.2 Floats.

Portions of floats more than 250 feet (76 200 mm) travel distance from fire apparatus access shall be provided with an approved wet standpipe system.

3604.2.2.1 Hose stations.

Hose stations shall be spaced to provide protection to all portions of floats or floating vessels. Hoses shall be mounted on a reel or rack and enclosed within an approved cabinet. Hose stations shall be labeled "FIRE HOSE – EMERGENCY USE ONLY." Only listed equipment shall be used. Each hose station shall be provided with a 2½-inch (63.5 mm) fire hose valve with a connected 2½-inch to 1½-inch reducer, a maximum length of 100 feet of lined hose, and an approved fog nozzle.

The pipe sizing shall be a minimum of 2½ inches (63.5 mm) and shall be based on providing 65 psi (448.159 kPa) at 100 gpm (378.5 L/min) at the most remote hose station valve outlet, using a maximum 150 psi (1034.21 kPa) at the fire department connection.

SECTION Section 4801.3 is hereby amended to read as follows:

4801.3 DEFINITIONS.

. . .

APPROVED PRODUCTION FACILITY. *A~~n~~* new or *existing building, ~~or~~ portion of a building, ~~or a~~ group of buildings*, studio, or stage *altered for use by*, or designed and constructed for use by *the entertainment industry for the purpose of motion picture, television and commercial production* and which has been determined by the fire code official to meet all of the requirements of Sections 4802 through 4811.

COMMERCIAL STILL PHOTOGRAPHY PRODUCTION. Includes all activity attendant to the staging or shooting of commercial still photography production to create single or multiple photographs for sale or use for a commercial purpose.

FIRE SAFETY ADVISOR (FSA). A Fire Safety Advisor is a retired member of the County of Los Angeles Fire Department who is certified as a Fire Safety Advisor. The requirements to become a certified Fire Safety Advisor can be found in Regulation 3 of Chapter 1 of Volume 7 of the Fire Department manuals.

LIVE AUDIENCE STAGE. A production facility, production location, sound stage, or production studio where an audience is present for the recording or streaming of all, or a portion, of a motion picture, television show or commercial.

. . .

SECTION Section 4803.2 is hereby amended to read as follows:

4803.2 Additional permits.

A permit shall be required for:

. . .

f) Any additional permits, including motion picture, commercial, and television productions, *as required by the fire code official* as determined in Section 105.5 and 105.6 of this code. See especially, but not exclusively, Section 105.5.54.

SECTION Section 4803.4 is hereby added to read as follows:

4803.4 Permit fees.

Permit fees for permits required by Section 4803.2 and Section 105.5 shall be collected for the issuance of the following permits, in accordance with the currently adopted version of the Fire-Code Fee Schedule (Appendix QQ of this code):

1. Motion picture, television, commercial, and related productions filming.

2. Motion picture, television, commercial, and related production filming — fuel-dispensing trucks and vehicles.

3. Motion picture, television, commercial, and related production filming — pyrotechnics and special effects.

4. Commercial still-photography production that both: is outside of an approved production facility, and has an on-site cast-and-crew number of 15 or more persons.

Exception: Verified student filming productions and nonprofit 501(c)(3) organizations shall not be subject to a film or still-photography permit fee for the initial issuance of each permit. Permit revisions shall be subject to the permit-revision fee for each applicable permit.

SECTION Section 4807.1.1 is hereby added to read as follows:

4807.1.1 Fire safety officers/advisors.

When in the opinion of the fire code official it is necessary for the preservation of life or property, due to the hazardous nature of an event, production, operation, or function, the fire official shall require the owner or lessee to employ or cause the employment of one or more approved fire safety officers or advisors to be on duty at such place during the hazardous activity.

SECTION Section 4811.9 is hereby amended to read as follows:

4811.9 Fire department access.

Required emergency vehicle access, fire lanes, and existing fire apparatus access roads *shall be maintained* as per Section 503*. Any deviations are subject to approval by the fire code official.*

SECTION Section 4902.1 is hereby amended to read as follows:

4902.1 General.

For the purpose of this chapter, certain terms are defined as follows:

. . .

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

FIRE HAZARD SEVERITY ZONES. *Geographical areas designated pursuant to California Public Resources Codes, Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code, Sections 51175 through 51189.* See Appendix PP for the designations within the County of Los Angeles.

. . .

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

FIRE-RESISTANT VEGETATION. *Plants, shrubs, trees and other vegetation that exhibit properties, such as high moisture content, little accumulation of dead vegetation, and low sap or resin content, that make them less likely to ignite, ~~or contribute heat or~~ spread flame*, or increase the rate of spread *in a fire than native vegetation ~~typically found in the region~~*having high oil and resin content*.

[Note: The following sources contain examples of types of vegetation that can be considered fire resistant vegetation. (Fire-resistant Plants for Home Landscapes, A Pacific Northwest Extension publication; Home Landscaping for Fire, University of California Division of Agriculture and Natural Resources; Sunset Western Garden Book)]

. . .

FUEL MODIFICATION PLAN. A portion of a fire protection plan that consists of a set of scaled plans that includes a plot plan showing fuel modification zones indicated with applicable assessment notes, a detailed landscape plan, and an irrigation plan. A fuel modification plan submitted for approval shall be prepared by a State-licensed landscape architect, a State-licensed landscape contractor, a landscape designer, or an individual with expertise acceptable to the Forestry Division of the Fire Department.

. . .

SECTION Section 4903.1 is hereby amended to read as follows:

4903.1 General.

The fire code official is authorized to require the owner or owner's authorized agent to provide a fire protection plan. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration.

The fire protection plan shall be prepared by a registered design professional, ~~qualified~~State-licensed landscape architect, State-licensed landscape contractor, landscape designer, qualified fire safety specialist ~~or similar specialist acceptable to the fire code official~~or individual with expertise acceptable to the Forestry Division of the

Fire Department and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes.

The fire code official is authorized to require a preliminary fire protection plan prior to the submission of a final fire protection plan.

SECTION Section 4905.2 is hereby amended to read as follows:

4905.2 Construction methods and requirements within established limits.

Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the applicable *California Building Standards Code* and Los Angeles County Codes, *including the following:*

1. California Building Codes, Chapter 7A.

2. California Residential Codes, Section R337.

3. California Referenced Standards Code, Chapter 12-7A.

4. California Fire Code, CCR Title 24, Part 9.

5. Los Angeles County Code, Title 32.

SECTION Section 4906.2 is hereby amended to read as follows:

4906.2 Application.

All new plantings of vegetation in Local Responsibility Areas (LRA) designated as a Very High Fire Hazard Severity Zone and in *State Responsibility Areas (SRA) ~~and Local Responsibility Areas (LRA) designated as a Very High Fire Hazard Severity Zone~~ shall comply with Sections 4906.3 through 4906.5.3.*

Section 4906 is applicable to all unincorporated portions of Los Angeles County, to all cities that are a part of the Consolidated Fire Protection District of Los Angeles County, and to all cities that contract with the Consolidated Fire Protection District of Los Angeles County for services and adopt Section 4906 as part of their fire code.

SECTION Section 4906.3 is hereby amended to read as follows:

4906.3 ~~***Landscape plans***~~**Fuel modification plans in fire hazard severity zones.**

~~*Landscape plans shall be provided when required by the enforcing agency. The landscape plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.*~~

Permits shall be required as set forth in Section 105.6, with the exception of any differences which may be specified in this chapter or by the fire code official. A fuel modification plan shall be submitted and have preliminary fire protection plan approval prior to any subdivision of land or Coastal Development Permit (CDP); or, have final fire protection plan approval as stipulated below; where, such structure, or subdivision is located within areas designated as a Fire Hazard Severity Zone within State Responsibility Areas or Very High Fire Hazard Severity Zone within the Local Responsibility Areas, according to applicable Fire Hazard Zone maps, and Appendix PP of this code at the time of application.

Preliminary approval is required for applications for any of the following activities:

A. Subdivisions:

1. Where the proposed activity would result in 4 or fewer lots.

2. Where the proposed activity would result in 5 or more lots.

B. Coastal Development Permits (CDP).

Final approval is required for applications for any of the following activities:

A. New construction:

1. Any enclosed structure over 120 square feet.

2. Any structure enclosed on three sides or more and greater than or equal to 200 square feet (18.5 m^2).

B. Remodel, modification, reconstruction, or change of occupancy:

1. Any remodeling, modification, or reconstruction that increases the square footage of the existing structure or footprint by 50 percent or more within any 12-month period.

2. Any structure that changes occupancy classification.

Exception: Structures not included in the list of "New construction" applicability (Item "A.", above) are exempt.

C. Subdivisions:

1. Where the proposed activity would result in 5 or more lots.

Exemptions:

1. Structures that do not require a building permit; or

2. Structures constructed of noncombustible materials, open on all sides, and not used for storage or habitation.

Every fuel modification plan shall be reviewed by the Forestry Division of the Fire Department for defensible space, fire safety, compliance with Sections 325.2.1, 325.10, and 503.2.1 of this code, the Fire Department's fuel modification guidelines, and

California Code of Regulations, Title 14, Division 1.5, Chapter 7, subchapter 2. Before such final plan has been approved by the Forestry Division of the Fire Department, a signed and notarized copy of the provided covenant and agreement (and/or previously reviewed and approved association CC&R's that include the necessary fuel modification information) shall be recorded at the County of Los Angeles Registrar-Recorder/County Clerk's Office and a copy given to the fuel modification unit.

An on-site inspection must be conducted by the personnel of the Forestry Division of the Fire Department and a final approval of the fuel modification plan issued by the Forestry Division prior to a certificate of occupancy being granted by the building code official. The fuel modification inspection ensures compliance with applicable requirements of this code; the Building Code, Section 701A.5 (Vegetation management compliance); and the Residential Code, Section R337.1.5 (Vegetation management compliance).

SECTION Section 4906.3.1 is hereby amended to read as follows:

4906.3.1 ~~*Contents*~~**Plan modification.**

~~*Landscape plans shall contain the following:*~~

~~*1. Delineation of the 30-foot (9144 mm) and 100-foot (30.5 m) fuel management zones from all structures.*~~

~~*2. Identification of existing vegetation to remain and proposed new vegetation.*~~

~~*3. Identification of irrigated areas.*~~

~~*4. A plant legend with both botanical and common names, and identification of all plant material symbols.*~~

~~*5. Identification of ground coverings within the 30-foot (9144 mm) zone.*~~

Any modification to an approved fuel modification landscape plan or addition to a structure that affects the approved zones of an approved fuel modification plan must be reviewed and approved by the Fuel Modification Unit of the Fire Department prior to installation of landscaping or issuance of a construction permit by the building code official for such an addition.

SECTION Section 4906.3.2 is hereby added to read as follows:

4906.3.2 Penalties.

An owner of a property found to be in noncompliance with the fuel modification requirements shall be subject to an administrative fine (Section 327) and applicable liens or assessments as allowed by the provisions of Title 1, Chapter 1.25 of the County Code and this code. Failure to comply with this code is punishable as a misdemeanor and subject to additional enforcement proceedings, including corrective measures which shall be done at the owner's expense in accordance with Section 325.

SECTION Section 4906.3.3 is hereby added to read as follows:

4906.3.3 Appeals.

Any person who disagrees with any decision related to fuel modification plans may file a written appeal with the Chief of the Forestry Division. The Chief of the Forestry Division will adjudicate all policy interpretations relevant to fuel modification plan requirements and serve as the final authority in this appeals process.

SECTION Section 4906.3.4 is hereby added to read as follows:

4906.3.4 Fuel modification plan review fee schedule.

A plan check fee shall be payable to the Fire Department, upon the submission of any fuel modification plan, landscape plan, or irrigation plan for review and approval by the Fire Department. Refer to the Fire-Code Fee Schedule (Appendix QQ of this code) for said fees.

Fees will be based on the intended use of the structure, including permanently designated sites for tents, yurts, trailers, modulars, and similar temporary structures.

SECTION Section 4906.3.5 is hereby added to read as follows:

4906.3.5 *Landscape plans.*

Landscape plans shall be provided when required by the enforcing agency. The landscape plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

SECTION Section 4906.3.5.1 is hereby added to read as follows:

4906.3.5.1 *Contents.*

Landscape plans shall contain the following:

1. *Delineation of the 30-foot (9144 mm), ~~and~~ 100-foot (30.5 m),* and up to 200-foot (61 m) (as necessary), *fuel management zones from all structures.*
2. *Identification of existing vegetation to remain and proposed new vegetation.*
3. *Identification of irrigated areas.*

4. *A plant legend with both botanical and common names, and identification of all plant material symbols.*

5. *Identification of ground coverings within the 30-foot (9144 mm) zone.*

SECTION Section 4906.4 is hereby amended to read as follows:

~~4906.4~~ **4906.3.5.2 *Vegetation.***

All new vegetation shall be fire-resistant vegetation in accordance with this section.

Exception: *Trees classified as non-fire-resistant vegetation complying with Section ~~4906.4.2.1~~* 4906.3.5.2.2.1*.*

To be considered fire-resistant vegetation, it must meet at least one of the following:

1. *Be identified as fire-resistant vegetation in an approved book, journal or listing from an approved organization.*

2. *Be identified as fire-resistant vegetation by a licensed landscape architect with supporting justification.*

3. *Plants considered fire-resistant vegetation and approved by the local enforcing agency.*

SECTION Section 4906.4.1 is hereby amended to read as follows:

~~4906.4.1~~ **4906.3.5.2.1 *Shrubs.***

All new plantings of shrubs shall comply with the following:

1. *Shrubs shall not exceed 6 feet (1829 mm) in height.*

2. *Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet (3048 mm).*

3. *Shrub groupings shall be separated from other groupings a minimum of 15 feet (4572 mm).*

4. *Shrub groupings shall be separated from structures a minimum of 30 feet (9144 mm).*

5. *Where shrubs are located below or within a tree's drip line, the lowest tree branch shall be a minimum of three times the height of the understory shrubs or 10 feet (3048 mm), whichever is greater.*

SECTION Section 4906.4.2 is hereby amended to read as follows:

~~4906.4.2~~*4906.3.5.2.2 *Trees.

Trees shall be managed as follows within the 30-foot zone (9144 mm) of a structure:

1. *New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.*

2. *The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 10 feet (3048 mm).*

3. *Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe outlets per Title 14, Section 1299.03.*

SECTION Section 4906.4.2.1 is hereby amended to read as follows:

~~4906.4.2.1~~**4906.3.5.2.2.1** ***Non-fire-resistant ~~vegetation~~*****trees*****~~.~~***

New trees not classified as fire-resistant vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall be permitted provided the tree is planted and maintained so that the tree's drip line at maturity is a minimum 30 feet (9144 mm) from any combustible structure.

SECTION Section 4907.3 is hereby amended to read as follows:

4907.3 Requirements.

Hazardous vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. *Public Resources Code, Section 4291.*
2. *California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.*
3. *California Government Code, Section 51182.*
4. *California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.*
5. Los Angeles County Code, Title 32, including Section 325.

SECTION Section 5001.1.2 is hereby added to read as follows:

5001.1.2 Health Hazardous Materials Division ("HHMD") Authority.

The provisions of Chapter 50 of this code may be enforced by any duly authorized technician, Health Hazardous Materials Division staff, or fire code official.

SECTION Section 5001.5 is hereby amended to read as follows:

5001.5 Permits.

Permits shall be required as set forth in Sections 105.5 and 105.6.

Where required by the fire code official, permittees shall apply for approval to permanently close a storage, use or handling facility. Such application shall be submitted not less than 30 days prior to the termination of the storage, use or handling of hazardous materials. The fire code official is authorized to require that the application be accompanied by an approved facility closure plan in accordance with Section 5001.6.3.

A unified program facility permit shall be required for hazardous materials handlers, hazardous waste generators, or on-site treatment of hazardous waste in accordance with Chapters 12.50, 12.52, and 12.64 of Title 12 of the County Code. Unified program facility permits, if required, shall be obtained prior to the issuance of any fire code permit required by this code.

A permit shall be required for tank vehicles or railroad tank cars to remain on a siding indoors or outdoors, at the point of delivery while connected for transfer operations. Transfer operations shall be in accordance with DOT requirements and this code.

SECTION Section 5001.5.1.1 is hereby added to read as follows:

5001.5.1.1 Hazardous Materials Business Plan (HMBP).

Each application for a permit for businesses handling or storing hazardous materials at any time during the year exceeding 55 gallons (208.198 L), 500 pounds (226.796 kg), or 200 cubic feet (5663.37 L) shall include a Hazardous Materials

Business Plan (HMBP). The location of the HMBP shall be posted adjacent to permits when an HMBP is provided. The HMBP shall include a facility site plan designating the following:

1. Storage and use areas.
2. Maximum amount of each material stored or used in each area.
3. Range of container sizes.
4. Locations of emergency isolation and mitigation valves and devices.
5. Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines.
6. On and off positions of valves for valves which are of the self-indicating type.
7. Storage plan showing the intended storage arrangement, including the location and dimensions of aisles.

The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages.

SECTION Section 5001.5.1.2 is hereby added to read as follows:

5001.5.1.2 Application.

Each application for a permit required by this chapter shall include a Hazardous Materials Business Plan (HMBP) in accordance with Chapter 12.64 of Title 12 of the County Code.

SECTION Section 5001.5.2.1 is hereby added to read as follows:

5001.5.2.1 Hazardous materials disclosure.

A chemical inventory prepared in accordance with Chapter 12.64 of Title 12 of the County Code shall be considered the equivalent of the Hazardous Materials Inventory Statement (HMIS) discussed in Section 5001.5.2.

SECTION Section 5001.5.2.2 is hereby added to read as follows:

5001.5.2.2 Reporting.

Every business shall comply with the reporting requirements as set forth in Chapter 12.64 of Title 12 of the County Code.

SECTION Section 5001.5.2.3 is hereby added to read as follows:

5001.5.2.3 Notification.

The fire code official and the HHMD shall be notified immediately when an unauthorized discharge becomes reportable under State, federal, or local regulations.

SECTION Section 5001.5.2.4 is hereby added to read as follows:

5001.5.2.4 California Accidental Release Prevention (CalARP) program.

Every business shall comply with the requirements as set forth in Chapter 12.64 of Title 12 of the County Code.

SECTION Section 5001.5.2.5 is hereby added to read as follows:

5001.5.2.5 Emergency information.

Hazardous materials business plans, risk management prevention programs, and hazardous materials inventory statements shall be posted in an approved location and

immediately available to emergency responders. The fire code official may require that the information be posted at the entrance to the occupancy or property.

SECTION Section 5002.1 is hereby amended to read as follows:

5002.1 Definitions.

The following terms are defined in Chapter 2:

. . .

HAZARDOUS WASTE.

HAZARDOUS WASTE CONTROL LAW.

. . .

HEALTH HAZARDOUS MATERIALS DIVISION (HHMD).

. . .

UNIFIED PROGRAM.

UNIFIED PROGRAM FACILITY PERMIT.

. . .

WASTE.

SECTION Section 5003.2.1 is hereby amended to read as follows:

5003.2.1 Design and construction of containers, cylinders, and tanks.

Containers, cylinders and tanks shall be designed and constructed in accordance with approved standards. Containers, cylinders, tanks and other means used for containment of hazardous materials shall be of an approved type. Pressure vessels not meeting DOTn requirements for transportation shall comply with the *ASME Boiler and*

Pressure Vessel Code. Tank vehicles and railroad tank cars shall be used in accordance with Section 5005.

SECTION Section 5003.2.5 is hereby amended to read as follows:

5003.2.5 Empty containers and tanks.

Empty containers and tanks previously used for the storage of hazardous materials shall be free from residual material and vapor as defined by DOTn, the Resource Conservation and Recovery Act (RCRA) or other regulating authority or maintained as specified for the storage of the hazardous material. Containers larger than 5 gallons (18.9271 L) in capacity shall be marked with the date they have been emptied and shall be reclaimed, reconditioned, or remanufactured within one year of being emptied. Containers which previously held acute or extremely hazardous materials are considered empty if the container has been triple-rinsed and the rinsate managed as a hazardous waste. If the activity does not qualify for an exemption, the activity may require a permit to treat on site.

SECTION Section 5003.3.1.2 is hereby amended to read as follows:

5003.3.1.2 Preparation.

~~Provisions shall be made for controlling and mitigating unauthorized discharges.~~ The consolidated contingency plan of the Unified Program of the hazardous material business plan shall be prepared and maintained. Copies shall be on-site and submitted every three years to the Fire Department as required by the provisions of the California Health and Safety Code, Division 20, Chapter 6.95, Hazardous Materials Release Response Plans and Inventory. Consolidated contingency plan shall mean a document setting out an organized, planned, and coordinated course of action to be followed in

case of a fire, explosion, or release of hazardous substance, which could threaten human health or the environment.

SECTION Section 5003.3.1.3 is hereby amended to read as follows:

5003.3.1.3 Control.

When an unauthorized discharge caused by primary container failure is discovered, the involved primary container shall be repaired or removed from service. Any waste generated as a result of the unauthorized discharge must be disposed of in accordance with all applicable regulations pertaining to hazardous waste. If the facility does not have an EPA ID number, it must obtain a temporary ID number from the Department of Toxic Substance Control (DTSC) prior to disposal. EPA ID number shall mean a number issued by DTSC and used to track hazardous waste from point of origin to its final disposal. Provisional numbers are issued for special circumstances such as a spill if the facility does not have a permanent number. DTSC shall mean a Department in the California Environmental Protection Agency that is responsible for managing and regulating hazardous waste in California.

SECTION Section 5003.3.1.4 is hereby amended to read as follows:

5003.3.1.4 Responsibility for cleanup.

The person, firm or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, without cost to the jurisdiction. Where deemed necessary by the fire code official, cleanup can be initiated by the fire department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. Upon

termination of cleanup activities, the HHMD emergency operation section of the Fire Department must be contacted to assess cleanup measures and to clear the site for re-occupancy or reuse. For the purposes of this section, assess shall mean any activity taken to determine health and safety risks to the general public or the environment.

SECTION Section 5003.5 is hereby amended to read as follows:

5003.5 Hazard identification signs.

Unless otherwise exempted by the fire code official, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and aboveground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the fire code official. Each building that stores, handles, or dispenses a hazardous material shall be conspicuously posted with the overall occupancy hazard by using the NFPA 704 placard system for any product or waste that has a 3 or higher rating in any category or is a special hazard.

SECTION Section 5003.8.5.2.1 is hereby added to read as follows:

5003.8.5.2.1 Ventilation and storage arrangement.

Compressed gas cylinders shall be stored within gas cabinets, exhaust enclosures, or gas rooms. Portable or stationary tanks shall be stored within gas rooms or exhaust enclosures. Tank vehicles or railroad tank cars engaged in the use or dispensing of toxic or highly toxic gases shall be stored within a ventilated separate gas storage room or placed within an exhaust enclosure. When stationary or portable cylinders, containers, tanks, railroad tank cars, or tank vehicles are located outdoors for

dispensing or use of toxic or highly toxic gases, gas cabinets or exhaust enclosures shall be provided.

SECTION Section 5003.9.1.1 is hereby amended to read as follows:

5003.9.1.1 Fire department liaison.

Responsible persons shall be designated and trained to be liaison personnel to the fire department. These persons shall aid the fire department in preplanning emergency responses and identifying the locations where hazardous materials are located, and shall have access to Safety Data Sheets and be knowledgeable in the site's emergency response procedures. These persons shall be identified as the emergency coordinator with 24-hour contact numbers in the business plan as required by the provisions of the California Health and Safety Code, Division 20, Chapter 6.95, Article 1, Business and Area Plans.

SECTION Section 5003.11.3.8 is hereby amended to read as follows:

5003.11.3.8 Floors.

Floors shall be in accordance with Section 5004.12. Floors shall be level and impervious.

SECTION Section 5005.1 is hereby amended to read as follows:

5005.1 General.

Use, dispensing and handling of hazardous materials in amounts exceeding the maximum allowable quantity per control area set forth in Section 5003.1 shall be in accordance with Sections 5001, 5003, and 5005. Use, dispensing and handling of hazardous materials in amounts not exceeding the maximum allowable quantity per

control area set forth in Section 5003.1 shall be in accordance with Sections 5001 and 5003.

Tank vehicles and railroad tank cars shall not be used as a means of hazardous materials storage. Indoor unloading or transfer operations from tank vehicles or railroad tank cars shall be in accordance with Sections 5005.1 and 5005.2. Outdoor unloading or transfer operations shall be in accordance with Sections 5005.1 and 5005.3.

SECTION Section 5005.1.10.1 is hereby added to read as follows:

5005.1.10.1 Bulk plant or terminal.

Gases or liquids having a hazard ranking of 3 or 4 in accordance with NFPA 704 shall not be transferred from a tank vehicle or tank car into the cargo tank of another tank vehicle or tank car.

Exception: In an emergency, gases or liquids having a hazard rating of 3 or 4 may be transferred from a tank vehicle or tank car to the cargo tank of another tank vehicle or tank car when approved by the fire code official.

SECTION Section 5601.1.3 is hereby amended to read as follows:

5601.1.3 Fireworks.

The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

. . .

4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks, including safe and sane, where allowed by applicable laws, ordinances and

regulations, provided that such fireworks and facilities comply with the 2006 edition of NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100–185, as applicable for consumer fireworks *and Health and Safety Code Division 11*.

SECTION Section 5601.1.4 is hereby amended to read as follows:

5601.1.4 Rocketry.

For rocketry requirements see California Code of Regulations, Title 19, Division 1, Chapter 6, reprinted in Sections 5610, 5611, and 5612. Rocketry shall also be in accordance with NFPA 1122, NFPA 1125, and NFPA 1127 for fire and life safety matters not regulated by State law.

SECTION Section 5601.2.5 is hereby added to read as follows:

5601.2.5 Fees.

As required by California Health and Safety Code Section 12105, a permit for the storage of explosives shall not be issued until after the payment of a fee of $10.00, unless the quantity of explosives is 100 pounds or less, in which case the fee shall be $2.00. The permit fee shall be equally divided and deposited into the Treasury of the County of Los Angeles and into the State Treasury.

SECTION Section 5601.7 is hereby amended to read as follows:

5601.7 Seizure.

The fire code official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials or fireworks offered or exposed for sale, stored, possessed or used in violation of this

chapter. Seizure shall be conducted in accordance with California Health and Safety Code, Division 11, Part 1, Chapter 8, Section 12350, et seq., and Part 2, Chapter 9, Section 12721, et seq.

SECTION Section 5608.1 is hereby amended to read as follows:

5608.1 General.

~~Outdoor f~~Fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with *California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks and this ~~section~~* chapter. Additionally, fireworks displays and pyrotechnics before a proximate audience shall be conducted in accordance with NFPA 1123 and/or NFPA 1126 for fire and life safety matters not regulated by State law.

SECTION Section 5611.1 is hereby added to read as follows:

5611.1 Permits.

Permits shall be required as set forth in Section 105.5 and California Code of Regulations, Title 19, Division 1, including Sections 1025 through 1026.

SECTION Section 5612.1 is hereby added to read as follows:

5612.1 Permits.

Permits shall be required as set forth in Section 105.5 and California Code of Regulations, Title 19, Division 1, including Sections 1034 through 1035.

SECTION Section 5701.4.1 is hereby added to read as follows:

5701.4.1 Plans.

Plans shall be submitted with each application for a permit to store more than 5,000 gallons (18 925 L) of liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, accessways, fire-protection facilities, and provisions for spill control and secondary containment.

SECTION Section 5701.6 is hereby added to read as follows:

5701.6 Maintenance and operating practices.

Maintenance and operating practices shall be in accordance with established procedures which will tend to control leakage and unauthorized discharge of flammable or combustible liquids. Spills shall be cleaned up promptly.

SECTION Section 5704.2.6.1 is hereby added to read as follows:

5704.2.6.1 Waste control.

Waste liquids shall be kept in a sump, tank, or receptacle approved for this purpose. The waste must be disposed of in accordance with the provisions of the California Health and Safety Code, Division 20, Chapter 6.5, Hazardous Waste Control.

SECTION Section 5704.2.8.3 is hereby amended to read as follows:

5704.2.8.3 Secondary containment.

Vaults shall be substantially liquid tight and there shall not be backfill around the tank or within the vault. The vault floor shall drain to a sump. For premanufactured vaults, liquid tightness shall be certified as part of the listing provided by a nationally recognized testing laboratory. For field-erected vaults, liquid tightness shall be certified

in an approved manner. Secondary containment shall be provided for new installations of underground tanks and existing tanks with a breach in integrity.

SECTION Section 5704.2.8.16.1 is hereby added to read as follows:

5704.2.8.16.1 System requirements.

The fire protection system shall be a deluge type foam system, which provides a minimum of 0.25 gpm (0.9463 L/m) over the entire vault area. The minimum duration of the foam supply shall be 10 minutes. If a manual system is provided, it must assume a maximum of 125 psi (861.85 kPa) at the fire department connection.

SECTION Section 5704.2.9.1.1 is hereby added to read as follows:

5704.2.9.1.1 Required foam fire protection systems.

All existing aboveground tanks exceeding 1,500 square feet (139.3546 m^2) of liquid surface area used for the storage of Class I or Class II flammable liquids shall be provided with foam fire protection.

Exceptions:

1. Tanks with floating roofs for storage of crude oil exceeding 1,500 square feet (139.3546 m^2) of liquid surface area and less than 12,300 square feet (1142.7074 m^2) of liquid surface area shall have foam fire protection only for the seal area.
2. Floating roof tanks or pressure tanks operating at or above 1 pound per square inch gauge.

SECTION Section 5704.2.9.6.1.3 is hereby amended to read as follows:

5704.2.9.6.1.3 Location of tanks storing boilover liquids.

Above-ground tanks for storage of liquids with boilover characteristics shall be located in accordance with Table 22.4.1.4 of NFPA 30. Shell-to-shell spacing between tanks shall not be less than the diameter of the largest tank.

SECTION Section 5704.3.7 is hereby amended to read as follows:

5704.3.7 Liquid storage rooms.

Liquid storage rooms shall comply with Sections 5704.3.7.1 through 5704.3.7.~~5.2~~6.

SECTION Section 5704.3.7.6 is hereby added to read as follows:

5704.3.7.6 Construction.

The construction of liquid storage rooms shall be in accordance with the Building Code and have a minimum of one exterior wall having a door providing firefighting access.

SECTION Section 5706.3 is hereby amended to read as follows:

5706.3 Well drilling and operating.

Wells for oil and natural gas shall be drilled and operated in accordance with Sections 5706.3.1 through 5706.3.~~8~~9.

SECTION Section 5706.3.1 is hereby amended to read as follows:

5706.3.1 Location.

The location of wells shall comply with Sections 5706.3.1.1 through 5706.3.1.~~3.2~~4.

SECTION Section 5706.3.1.4 is hereby added to read as follows:

5706.3.1.4 Zoning regulations.

The permit for any new well shall be issued only after the applicant has complied with applicable planning and zoning regulations.

SECTION Section 5706.3.9 is hereby added to read as follows:

5706.3.9 Permits.

For permits to drill, own, operate, or maintain an oil or natural gas well, see Section 105.5.18. No person shall drill, own, operate, or maintain any oil or natural gas well without first obtaining a permit.

SECTION Section 5706.4 is hereby amended to read as follows:

5706.4 Bulk plants or terminals.

Portions of properties where flammable and combustible liquids are received by tank vessels, pipelines, tank cars or tank vehicles and stored, transferred, or blended in bulk for the purpose of distribution by tank vessels, pipelines, tank cars, tank vehicles or containers shall be in accordance with Sections 5706.4.1 through 5706.4.10.4.

SECTION Section 5706.5.1 is hereby amended to read as follows:

5706.5.1 General.

The provisions of Sections 5706.5.1.1 through 5706.5.1.~~18~~19 shall apply to bulk transfer and process transfer operations; Sections 5706.5.2 and 5706.5.2.1 shall apply

to bulk transfer operations; Sections 5706.5.3 through 5706.5.3.3 shall apply to process transfer operations and Sections 5706.5.4 through 5706.5.4.~~5~~6 shall apply to dispensing from tank vehicles and tank cars.

SECTION Section 5706.5.1.1 is hereby amended to read as follows:

5706.5.1.1 Location.

Bulk transfer and process transfer operations shall be conducted in approved locations. Tank cars shall be unloaded only on private sidings or railroad-siding facilities equipped for transferring flammable or combustible liquids. Tank vehicles and tank cars engaged in bulk transfer or process transfer operations shall be separated from buildings, above-ground tanks, combustible materials, lot lines, public streets, public alleys or public ways by a distance of ~~25 feet (7620 mm)~~100 feet (30 480 mm) for Class I liquids and ~~15 feet (4572 mm)~~25 feet (7620 mm) for Class II and IIIA liquids measured from the nearest loading or unloading valve on the tank vehicle or tank car.

Exception: Buildings for pumps and shelters for personnel supporting transfer operations shall not be required to be separated from tank vehicles and tank cars engaged in bulk transfer or process transfer operations.

SECTION Section 5706.5.1.19 is hereby added to read as follows:

5706.5.1.19 Liquid transfer.

Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank, except as provided in Sections 5706.5.4.4 through 5706.5.4.6.

SECTION Section 5706.5.4 is hereby amended to read as follows:

5706.5.4 Dispensing from tank vehicles and tank cars.

Dispensing from tank vehicles and tank cars into the fuel tanks of motor vehicles shall be prohibited unless allowed by and conducted in accordance with Sections 5706.5.4.1 through 5706.5.4.~~5~~6.

SECTION Section 5706.5.4.6 is hereby added to read as follows:

5706.5.4.6 Time limit for unloading and permit.

Tank vehicles and railroad tank cars shall be unloaded as soon as possible after arrival at point of delivery and shall not be used as storage tanks. Tank cars shall be unloaded only on private sidings or railroad siding facilities equipped for transferring the liquid between tank cars and permanent storage tanks. A permit shall be required for a tank car to remain on a siding at the point of delivery while connected for transfer operations. Transfer operations shall be in accordance with Department of Transportation ("DOT"') requirements and this code.

SECTION Section 5706.6.1 is hereby amended to read as follows:

5706.6.1 Operation of tank vehicles.

Tank vehicles shall be utilized and operated in accordance with NFPA 385 and Sections 5706.6.1.1 through 5706.6.1.~~11~~12.

SECTION Section 5706.6.1.12 is hereby added to read as follows:

5706.6.1.12 Transfer of cargo.

Class I, II, or III liquids shall not be transferred from a tank vehicle or tank car into the cargo tank of another tank vehicle or tank car.

Exception: In an emergency, Class I, II, or III liquids may be transferred from a tank vehicle or tank car to the cargo tank of another tank vehicle or tank car when approved by the fire code official.

SECTION Section 6104.4 is hereby amended to read as follows:

6104.4 Multiple LP-gas container installations.

. . .

Where one of these forms of protection is provided, the separation shall be not less than 25 feet (7620 mm) between LP-gas container groups.

At LP-gas multicontainer installations, the aggregate capacity of the containers shall be used to determine minimum distances to the buildings or adjoining property lines.

SECTION Section 6104.5 is hereby added to read as follows:

6104.5 Tank car and tank vehicle stations.

Tank car and tank vehicle bulk loading and unloading stations shall be located not less than 100 feet from buildings, sources of ignition, or adjoining property lines that may be built upon.

SECTION Section 6104.6 is hereby added to read as follows:

6104.6 Container orientation.

Unless special protection is provided and approved by the fire code official, LP-gas containers shall be oriented so that the longitudinal axes do not point toward other LP-gas containers, vital process equipment, control rooms, loading stations, flammable liquid storage tanks, or other special hazards.

SECTION Section 6106.1 is hereby amended to read as follows:

6106.1 Attendants.

Dispensing of LP-gas shall be performed by a qualified attendant. Self-service LP-gas dispensing open to the public is prohibited.

SECTION Chapter 81 is hereby added to read as follows:

CHAPTER 81 AUTOMOBILE WRECKING YARDS

8101 GENERAL

8101.1 Scope.

Automobile wrecking yards shall comply with the requirements of Chapter 81. For rubbish-handling operations, see Chapters 3 and 23.

8102 DEFINITIONS

8102.1 Limited application.

For the purposes of this chapter, the following term is defined:

MOTOR VEHICLE FLUIDS. Liquids which are flammable, combustible, or hazardous materials, such as crankcase fluids, fuel, brake fluids, transmission fluids, radiator fluids, and gear oil. This definition does not include liquids which are permanently sealed, such as hydraulic fluid within shock absorbers.

8103 PERMITS

Permits to operate automobile wrecking yards are required. Permits shall be required as set forth in Sections 105.5 and 105.6.

8104 FIRE APPARATUS ACCESS ROADS

Fire apparatus access roads shall be constructed and maintained throughout the site in accordance with Section 503 of this code. Aisles or passageways shall be provided so as to allow fire department hose streams to reach all stored items and material.

8105 WELDING AND CUTTING

Welding and cutting operations shall be in accordance with Chapters 35 and 53 of this code.

8106 HOUSEKEEPING

Combustible rubbish accumulated on the site shall be collected and stored in approved containers, rooms, or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

8107 FIRE PROTECTION

Offices, storage buildings, and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with a rating of not less than 4-A: 40-B: C. When required by the fire code official, additional portable fire extinguishers shall be provided in specific use areas in accordance with Section 906.

8108 TIRES

Tires shall be stored on racks in an approved manner or shall be piled in accordance with Chapter 34 and Section 315.4.

8109 BURNING OPERATIONS

The burning of salvage vehicles and salvage or waste materials shall be in accordance with Section 307 and federal, State, or local air quality control regulations.

8110 MOTOR VEHICLE FLUIDS AND HAZARDOUS MATERIALS

8110.1 General.

The storage, use, and handling of motor vehicle fluids and hazardous materials, such as those used to operate air bags and electrical systems, shall be in accordance with Section 8110 and this code, including Chapters 23, 50, and 57.

8110.2 Motor vehicle fluids.

Motor vehicle fluids shall be drained from salvage vehicles when such fluids are leaking. Storage and handling of motor vehicle fluids shall be done in an approved manner. Flammable and combustible liquids shall be stored and handled in accordance with this code, including Chapters 23, 50, and 57.

8110.3 Mitigation for vehicle fluid leaks.

Supplies or equipment capable of mitigating leaks of such fluids as those found in fuel tanks, crankcases, brake systems, and transmissions shall be kept available on-site. Single-use plugging, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner approved by federal, State, or local requirements.

8110.4 Batteries.

Batteries shall be removed from salvaged vehicles when such batteries are compromised. Batteries that have been removed from vehicles shall be stored in an approved manner.

SECTION Chapter 82 is hereby added to read as follows:

CHAPTER 82 INFRACTIONS

8201 GENERAL

8201.1 Offenses deemed infractions.

In accordance with Section 112.4, the violation of the following sections or subsections shall be infractions:

Section	Offense
303.1–303.9	Asphalt kettles
304.1.1	Waste material
304.1.2	Vegetation
304.2	Combustible waste rubbish – storage
305.2	Hot ashes and spontaneous ignition sources
310.4	Removal "No Smoking" sign
315.3.2	Stairway – storage under
503.4	Obstructing access roadway
505.1	Address identification
507.5.4–507.5.5	Obstruction of fire hydrants
507.5.6	Physical protection – fire hydrants
507.5.7	Firefighting water source markers
507.5.8	Identification – private fire hydrant
507.5.9	Private fire hydrant caps or plugs
603.6	Electrical extension cords
901.6.4.1	Signage – aboveground water-control valves
901.6.4.2	Locks – aboveground water-control valves
901.6.4.3	Painting identification – aboveground water-control valves
901.7	Failure to notify Fire Department

Section	Offense
906.1–906.10	Fire extinguishers
912.5 and 912.8	Identification – fire department connection
912.9	Breakable caps or plugs – fire department connection
1009.9	Exit doors identification
1010.2.2	Door-operating devices
2003.2	"No Smoking" signs within aircraft hangars
2108.4	Fire extinguisher – dry cleaning plant
2108.5	No smoking signs – dry cleaning plant
2311.2.2	Waste oil storage
2403.2.7	Welding warning signs
2403.4	Operations and maintenance
2403.4.3	Metal waste cans for rags and waste
2404.7.8.5	Filter disposal
2405.3.4	Dip-tank covers
2405.4.2	Portable fire protection equipment
2406.5	Maintenance – powder coating
2407.5.1	Maintenance – electrostatic apparatus
2407.5.2	Signs – "Danger"
2408.5	Sources of ignition (organic peroxides)
2505.1	Housekeeping – fruit ripening room
2803.3.1	Lumber yards – housekeeping
2803.3.3	Combustible waste
3103.12.6.1	Exit sign illumination
3107.18	Vegetation removal
3603.2	Open flame device – boat or marina
3603.4	Rubbish containers – marina
3604.4	Portable fire extinguishers – marinas
4811.9	Fire Department access – motion picture production locations
4811.12	Blocked or obstructed fire hydrants and appliances
5003.5	Hazardous materials signage
5003.7.1	No smoking signs – hazardous materials
5004.11	Combustible materials clearance – hazardous materials storage
5005.3.8	Combustible materials clearance – hazardous materials use

Section	Offense
5303.4	Markings – compressed gases
5303.5	Security – compressed gases
5701.6	Maintenance and operating practices – flammable and combustible liquids
5704.2.3.1	"No smoking" sign
5704.3.3.4	Empty containers
6107.2	"No smoking" signs – LPG container
6107.3	Combustible material clearance LPG container
8104	Auto wrecking yards – fire apparatus access

8201.2 Penalties for infractions.

Every violation determined to be an infraction is punishable by a fine not to exceed $100 for the first violation, $200 for the second, $500 for the third, and $500 for each additional violation of the same ordinance within one year. Each such violation is a separate offense for each and every day during any portion of which such violation is committed or allowed to continue. For the purposes of this section a forfeiture of bail shall be equivalent to a conviction.

SECTION Chapter 83 is hereby added to read as follows:

CHAPTER 83 CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY FIRE CODE

8301 FIRE CODE ADOPTED

Title 32 (Fire Code) of the Los Angeles County Code is hereby adopted and incorporated herein by reference at this point as if set forth at length herein as the Fire Code for the Consolidated Fire Protection District of Los Angeles County (District).

A copy of Title 32 of the Los Angeles County Code has been filed in the Executive Office of the Board of Supervisors and shall be at all times maintained by the executive office for use and inspection by the public.

8302 AREAS REGULATED

The District finds and declares that this code does not occupy the whole area of any subject matter regulated or covered therein except where this code expressly states its intent to occupy the whole area of any subject matter regulated or covered therein.

Thus, in enacting this ordinance, it is not the intent of the District to preempt or otherwise nullify any other local ordinance containing different standards and protections.

8303 APPLICABILITY

Except as provided in California Health and Safety Code Section 13869.7, this code shall apply to, and be enforceable in, all areas, including cities and unincorporated areas, served by the District. All references in this code to the California Building Code, Residential Code, Mechanical Code, Plumbing Code, Green Building Standards Code, Fire Code, and Electrical Code shall mean the appropriate legally applicable code

adopted by each incorporated city that is a part of the District, or receives services from the District.

SECTION Appendix B, Section B103.3 is hereby amended to read as follows**:**

B103.3 Areas without water supply systems.

~~For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142.~~This section shall only apply to buildings equipped with a fire sprinkler system. Parcels that are located outside the service boundary, above the existing pressure zone, or more than 2,000 linear feet (609.6 m) from an existing water main of a water purveyor may provide an on-site water supply, when approved by the fire code official. For one-family dwellings the water supply shall be in accordance with Table B103.3. For other than one-family dwellings, the water supply shall be in accordance with the NFPA 1142 or NFPA 13 water supply requirement, whichever is greater.

SECTION Appendix B, Table B103.3 is hereby added to read as follows:

TABLE B103.3

TANK SIZES FOR ONE-FAMILY DWELLINGS

FIRE-FLOW CALCULATION AREA	TANK SIZE
0–3,600 square feet	7,500 gal
3,601–5,999 square feet	10,000 gal
6,000 square feet and greater	12,500 gal

SECTION Appendix B, Section B104.2 is hereby amended to read as follows:

B104.2 Area separation.

Portions of buildings that are separated by fire walls without openings, constructed in accordance with the *California Building Code*, are allowed to be considered as separate fire-flow calculation areas. Fire barriers or fire partitions cannot be used to create separate fire-flow calculation areas.

SECTION Appendix B, Section B105.1 is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses.

The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2).

Exception: The minimum fire-flow for one- and two-family dwellings, and Group R-3 buildings located in a fire hazard zone shall not be less than 1,250 gallons per minute (15 141.6 L/min) for a 1-hour duration at 20 psi (138 kPa).

SECTION Appendix B, Table B105.2 is hereby amended to read as follows:

TABLE B105.2

REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the *California Fire Code*	~~25~~50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
~~Section 903.3.1.2 of the *California Fire Code*~~	~~25% of the value in Table B105.1(2)[b]~~	~~Duration in Table B105.1(2) at the reduced flow rate~~

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire flow shall be not less than ~~1,000~~1,500 gallons per minute.

b. ~~The reduced fire flow shall be not less than 1,500 gallons per minute.~~Reserved.

SECTION Appendix B, Section B105.4 is hereby added to read as follows:

B105.4 Mobilehome parks.

The required fire-flow for mobilehome parks shall be 1,250 gallons per minute (4731.765 L/min), for a duration of 1 hour and with public hydrant spacing of not more than 600 feet (182 880 mm) apart. For mobilehome parks located in the High or Very High Fire Hazard Severity Zones, the required fire flow shall instead be 2,000 gallons per minute (7570.824 L/min) for a duration of 1 hour. In either location, for recreational

buildings located within a mobilehome park, the fire-flow and duration shall be according to the fire-flow calculation area set forth in Table B105.1(2).

SECTION Appendix B, Section B105.5 is hereby added to read as follows:

B105.5 Land subdivision projects.

For the subdivision of undeveloped land for other than single-family dwellings, due to the undetermined building size and type of construction, the required fire flow shall be 4,000 gallons per minute (15 141.6 L/min) for a duration of 4 hours with public hydrant spacing of 300 feet (91 440 mm). The required fire-flow for the subdivision of land consisting of lots having existing structures shall be in accordance with Table B105.1(2) for fire-flow and duration.

SECTION Appendix C, Section C102 is hereby amended to read as follows:

C102 ~~NUMBER OF FIRE HYDRANTS~~LOCATION

SECTION Appendix C, Section C102.1 is hereby amended to read as follows:

C102.1 ~~Minimum number of fire hydrants for a building~~Fire hydrant locations.

~~The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1~~Fire hydrants shall be provided at intersections and along required fire apparatus access roads and adjacent public streets.

SECTION Appendix C, Table C102.1 is hereby deleted in entirety as follows:

~~TABLE C102.1~~

~~REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS[h]~~

~~FIRE-FLOW REQUIREMENT (gpm)~~	~~MINIMUM NUMBER OF HYDRANTS~~	~~AVERAGE SPACING BETWEEN HYDRANTS[a,b,c,f,g] (feet)~~	~~MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT[d,f,g]~~
~~1,750 or less~~	~~1~~	~~500~~	~~250~~
~~1,751-2,250~~	~~2~~	~~450~~	~~225~~
~~2,251-2,750~~	~~3~~	~~450~~	~~225~~
~~2,751-3,250~~	~~3~~	~~400~~	~~225~~
~~3,251-4,000~~	~~4~~	~~350~~	~~210~~
~~4,001-5,000~~	~~5~~	~~300~~	~~180~~
~~5,001-5,500~~	~~6~~	~~300~~	~~180~~
~~5,501-6,000~~	~~6~~	~~250~~	~~150~~
~~6,001-7,000~~	~~7~~	~~250~~	~~150~~
~~7,001 or more~~	~~8 or more[e]~~	~~200~~	~~120~~

~~For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.~~

~~a. Reduce by 100 feet for dead-end streets or roads.~~

~~b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.~~

~~c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.~~

~~d. Reduce by 50 feet for dead-end streets or roads.~~

~~e. One hydrant for each 1,000 gallons per minute or fraction thereof.~~

~~f. A 50-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 of the *California Fire Code*.~~

~~g. A 25-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2 or 903.3.1.3 of the *California Fire Code* or Section 313 of the *California Residential Code*.~~

~~h. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.~~

SECTION Appendix C, Section C102.2 is hereby added to read as follows:

C102.2 Location on street.

Public hydrants shall be required on both sides of the street whenever streets are 64 feet (19 507 mm) or greater in width and containing four or more traffic lanes; or have raised median center dividers that make access to hydrants difficult, cause time delays, and/or create an undue hazard as determined by the fire code official.

SECTION Appendix C, Section C103 is hereby amended to read as follows:

C103 ~~FIRE HYDRANT SPACING~~NUMBER OF HYDRANTS

C103.1 ~~Hydrant spacing~~Fire hydrants available.

~~Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3~~The minimum number of fire hydrants available to a building, complex or subdivision shall not be less than that determined by the spacing requirements in Sections C105 and C106 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

SECTION Appendix C, Section C103.2 is hereby deleted as follows:

~~**C103.2 Average spacing.**~~

~~The average spacing between fire hydrants shall be in accordance with Table C102.1.~~

~~**Exception:** The average spacing shall be permitted to be increased by 10 percent where existing fire hydrants provide all or a portion of the required number of fire hydrants.~~

SECTION Appendix C, Section C103.3 is hereby deleted as follows:

~~**C103.3 Maximum spacing.**~~

~~The maximum spacing between fire hydrants shall be in accordance with Table C102.1.~~

SECTION Appendix C, Section C104.1 is hereby amended to read as follows:

C104.1 Existing fire hydrants.

Existing fire hydrants on public streets are allowed to be considered as available ~~to meet the requirements of Sections C102 and C103~~. Existing fire hydrants on adjacent properties are allowed to be considered as available ~~to meet the requirements of Sections C102 and C103~~ provided that ~~a~~ fire apparatus access road<u>s</u> extend~~s~~ between properties and ~~that an~~ easement<u>s</u> ~~is~~<u>are</u> established to prevent obstruction of such roads.

SECTION Appendix C, Section C105 is hereby amended to read as follows:

C105 ~~REFERENCED STANDARD~~<u>DISTRIBUTION OF FIRE HYDRANTS</u>

SECTION Appendix C, Section C105.1 is hereby amended to read as follows:

C105.1 ~~General~~<u>Hydrant spacing</u>.

~~See Table C105.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.~~<u>Fire hydrants shall be spaced in accordance with Sections C105.2 through C105.4.</u>

SECTION Appendix C, Table C105.1 is hereby deleted in entirety as follows:

~~**TABLE C105.1**~~

~~**REFERENCED STANDARD**~~

~~**STANDARD ACRONYM**~~	~~**STANDARD NAME**~~	~~**SECTION HEREIN REFERENCED**~~
~~CRC—22~~	~~*California Residential Code*~~	~~Table C102.1~~

SECTION Appendix C, Section C105.2 is hereby added to read as follows:

C105.2 One- and two-family dwellings, and Group R-3 buildings.

For one- and two-family dwellings, and Group R-3 buildings, fire hydrants shall be spaced no more than 600 feet (182.88 m) apart. For properties with more than one dwelling unit per acre, no portion of lot frontage should be more than 450 feet (137.16 m) away, via fire apparatus access, from a public hydrant. For properties less than one dwelling unit per acre, no portion of a fire apparatus access roadway shall be farther than 750 feet (228.6 m) away, via fire apparatus access, from a properly spaced public hydrant that meets the required fire-flow.

SECTION Appendix C, Section C105.3 is hereby added to read as follows:

C105.3 Buildings other than one- and two-family dwellings, and Group R-3 buildings.

For all occupancies other than one- and two-family dwellings, and Group R-3 buildings, including commercial, industrial, multifamily dwellings, private schools, and

institutions, fire hydrant spacing shall be 300 feet (91.44 m). No portion of lot frontage shall be more than 200 feet (60.96 m), via fire apparatus access, from a public hydrant.

SECTION Appendix C, Section C105.4 is hereby added to read as follows:

C105.4 Cul-de-sac hydrant location.

When cul-de-sac depth exceeds 450 feet (137.16 m) (residential) or 200 feet (60.96 m) (commercial), hydrants shall be required at mid-block. Additional hydrants will be required if hydrant spacing exceeds specified distances in Sections C105.2 and C105.3.

SECTION Appendix C Section C106 is hereby added to read as follows:

C106 ON-SITE HYDRANTS

C106.1 Required on-site hydrants.

When any portion of a proposed structure exceeds the allowable distances from a public hydrant, via fire apparatus access, on-site hydrants shall be provided. The spacing distance between on-site hydrants shall be 300 to 400 feet (91 440 mm to 121 920 mm). All on-site fire hydrants shall have, at a minimum, a fire-flow of 1,250 gallons per minute (4732 L/min) at 20 psi (137.895 kPa) for a duration of 2 hours. If more than one on-site fire hydrant is required, the fire flow shall be the lesser of either the required fire flow for the building, or 2,500 gallons per minute (9463.53 L/min) at 20 psi (137.895 kPa) for a duration of 2 hours. All on-site hydrants shall be installed a minimum of 25 feet (7620 mm) from a structure or protected by a 2-hour firewall.

Exception: For fully sprinklered multifamily residential structures, on-site hydrants may be installed a minimum of 10 feet (3.05 m) from the structure.

SECTION Appendix O, Section O101.2 is hereby amended to read as follows:

O101.2 Permits.

A~~n~~ place of assembly *operational permit shall be required ~~for~~*to operate temporary amusement *haunted houses, ghost walks, or similar amusement uses in accordance with Appendix O101.2.*

SECTION Appendix O, Section O101.2.1 is hereby amended to read as follows:

O101.2.1 Permit documents.

*The permit ~~application~~*applicant *shall* submit construction documents for approval which *include,* at a minimum, *a dimensioned site plan and floor plan.*

. . .

SECTION Appendix O, Section O101.3 is hereby added to read as follows:

O101.3 Jurisdictional building and planning department approval.

Approval to operate a temporary amusement haunted house or similar use or to change the approved use of an existing building, or portion thereof, for temporary amusement haunted house or similar use shall be approved by the jurisdictional building official and planning official prior to the Fire Department's final construction approval and issuance of an operational permit.

SECTION Appendix O, Section O102.2 is hereby amended to read as follows:

O102.2 **TEMPORARY AMUSEMENT *HAUNTED HOUSE.***

A temporary building or structure, or portion thereof, which contains a system that transports passengers or provides a walkway through a course so arranged that the means of egresses are not apparent due to theatrical distractions, not visible due to low illumination, are disguised or are not readily available due to the method of transportation through the building or structure. These are usually used during the Halloween season for amusement or entertainment purposes where decorative materials, props, visual effects, or audio effects are utilized to create theatrical environment. A temporary amusement haunted house may be deemed a special amusement area by the fire code official depending on the floor plan layout, lighting, or visual distractions used and the effects those elements have on identifying and accessing the means of egress in the event of a fire or an emergency.

SECTION Appendix O, Section O102.3 is hereby amended to read as follows:

O102.3 ***GHOST WALKS.***

Similar to temporary amusement *haunted houses and may include both indoor and outdoor areas ~~where the means of egresses are similarly not readily identifiable~~*used for amusement or entertainment purposes.

SECTION Appendix O, Section O102.4 is hereby added to read as follows:

O102.4 TEMPORARY.

Temporary shall mean amusement use of buildings or structures, or portion thereof, at one location for not more than 90 days within a one-year period.

SECTION Appendix O, Section O102.5 is hereby added to read as follows:

O102.5 SPECIAL AMUSEMENT AREA.

A special amusement *area* is *any* temporary, permanent, or mobile building or portion thereof that is occupied for amusement, entertainment or educational purposes and *is arranged in a manner that*:

1. *Makes the means of egress path not readily apparent due to visual and audio distractions, or*
2. *Intentionally confounds identification of the means of egress path, or*
3. *Otherwise makes the means of egress path not readily available because of the nature of the attraction or mode of conveyance through the special amusement area, building, structure or portion thereof.*

SECTION Appendix O, Section O103.1 is hereby amended to read as follows:

O103.1 Allowable structures.

Temporary amusement ~~*H*~~h*aunted houses, ghost walks, and similar amusement uses* which meet the definition of a Special Amusement Area *shall only be located in structures that comply with the provisions for Special Amusement Areas in accordance with the California Building Code*, and any applicable requirements in the County Code.

SECTION Appendix O, Section O103.7 is hereby amended to read as follows:

O103.7 Fire protection.

Temporary amusement ~~*H*~~h*aunted houses ~~and~~, ghost walks*, and similar amusement uses which meet the definition of a Special Amusement Area *shall be provided with fire protection systems in accordance with Appendix O103.7.*

. . .

SECTION Appendix O, Section O103.7.2 is hereby amended to read as follows:

O103.7.2 Fire detection systems.

An approved automatic fire detection system shall be provided in accordance with Section 907.2.12, as required for Special ~~a~~A*musement ~~buildings~~*Areas.

SECTION Appendix O, Section O103.7.4 is hereby amended to read as follows:

O103.7.4 Emergency voice alarm.

Provide an emergency voice/alarm communication system in accordance with Section 907.2.12, as required for Special ~~*a*~~A*musement* ~~*buildings*~~Areas.

SECTION Appendix O, Section O103.9 is hereby amended to read as follows:

O103.9 Decorative materials and interior finishes.

Interior wall, ceiling, and floor finishes shall be Class A rated in accordance with the California Building Code, and any applicable requirements in the County Code.

SECTION Appendix O, Section O103.15 is hereby amended to read as follows:

O103.15 Maintenance.

Good housekeeping shall be maintained at all times throughout exhibit and exit pathways. The means of egress system shall not be obstructed during event operation.

SECTION Appendix PP is hereby added to read as follows:

APPENDIX PP LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONES

PP101 GENERAL

PP101.1 Scope.

This appendix defines Local Agency Very High Fire Hazard Severity Zones and provides the legal description of the geographic areas for the installation of fire sprinkler systems in occupancies as required by Section 903.2.11.7.

PP101.2 DEFINITIONS

See Chapter 49 for definitions.

PP102 LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONES

PP102.1 General.

Local Agency Very High Fire Hazard Severity Zones, as defined in Section 4902.1 of this code, are hereby designated in those areas as specified in Sections PP102.2 and PP102.3 of Appendix PP. Also see Chapter 49.

PP102.2 Designation of Local Agency Very High Fire Hazard Severity Zones (VHFHSZ) in incorporated cities of the Consolidated Fire Protection District of Los Angeles County.

The following incorporated cities are designated as being located wholly or in part in the Local Responsibility Area Very High Fire Hazard Severity Zone:
Agoura Hills, Azusa, Bradbury, Calabasas, Claremont, Covina, Diamond Bar, Duarte, Glendora, Hidden Hills, Irwindale, La Canada Flintridge, La Habra, La Mirada, Malibu, Palmdale, Palos Verdes Estates, Pomona, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Dimas, Santa Clarita, Walnut, Westlake Village, and Whittier.

PP102.3 Designation of Local Agency Very High Fire Hazard Severity Zones (VHFHSZ) in unincorporated areas of Los Angeles County.

The following unincorporated areas located near the following jurisdictions are designated as being located wholly or in part in the Local Responsibility Area Fire Hazard Severity Zones: Angeles National Forest, City of Hidden Hills, parcels between the City of Agoura Hills and the City of Calabasas, Santa Monica Mountains, parcels

south of the City of Diamond Bar, parcels north of the City of Whittier, San Dimas, Covina, West Covina, parcels located east of the Cities of Covina and West Covina, Universal City, parcels west of Rolling Hills, Baldwin Hills, Catalina Island, Claremont, Claremont Island, Glendora, Azusa, La Habra Heights, Whittier, West Hills and Valley Boulevard, the Malibu–Santa Monica Mountains Area, and the San Gabriel Mountains Southface Area.

PP102.4 Parcel identification.

All map and parcel identification, fire hazard severity zone designation, and other information for those areas as specified in Sections PP102.2 and PP102.3 shall be accessible to property owners and the public at the Fire Department's fire prevention engineering unit offices or at the Forestry Division's fuel modification unit office.

PP102.5 Periodic review.

The fire code official shall periodically review the areas in the Consolidated Fire Protection District of Los Angeles County identified as Fire Hazard Severity Zones pursuant to this section, and as necessary, make recommendations to revise the Fire Hazard Severity Zones. See California Government Code Sections 51175 through 51189.

PP103 SAN GABRIEL MOUNTAINS SOUTHFACE AREA AND MALIBU–SANTA MONICA MOUNTAINS AREA

PP103.1 General.

The San Gabriel Mountains Southface Area and the Malibu–Santa Monica Mountains Area are hereby designated in those areas as specified in Sections PP103.2 and PP103.3 of Appendix PP. Also see Section 903.2.11.7.

PP103.2 Malibu–Santa Monica Mountains Area.

Beginning at a point where the Los Angeles County–Ventura County boundary line meets the Pacific Ocean mean high tide line. This being the true point of beginning. Thence, northeasterly along said Los Angeles County boundary line and all its various courses to the City of Los Angeles boundary line along the southerly line of Section 9, Township 1 North, Range 17 West, San Bernardino Base Meridian. Thence, southeasterly along said city boundary and all its various courses to the Pacific Ocean mean high tide line. Thence, westerly along said mean high tide line and all its various courses to the point of the beginning.

PP103.3 San Gabriel Mountains Southface Area.

Beginning at a point where Interstate 5 Freeway and Latitude 34 degrees, 21 minutes (Northern Hemisphere) intersect. This being the true point of beginning. Thence, east along said Latitude of 34 degrees, 21 minutes to the Los Angeles County–San Bernardino County boundary line. Thence, south along the Los Angeles County Boundary to State Highway 30 (Baseline Road). Thence, west on State Highway 30 to Interstate Freeway 210, along Interstate 210 Freeway to the Interstate 5 Freeway. Thence, north on said Interstate 5 Freeway to the point of beginning.

SECTION Appendix QQ is hereby added to read as follows:

APPENDIX QQ LOS ANGELES COUNTY (LAC) FIRE-CODE FEE SCHEDULE

QQ101 GENERAL

Unless otherwise expressly stated herein, or stipulated otherwise in other applicable laws, fees for the services to be rendered by the Los Angeles County Fire

Department (“Department”), as reflected in the descriptions and tables of this fee schedule, shall be payable to the Consolidated Fire Protection District of Los Angeles County (“District”), sometimes referred to as the Department (the administering agency of the District).

QQ101.1 Annual review of fees.

Fees in this schedule shall be reviewed annually by the Department. The amount of each fee shall be adjusted as follows: calculate the hourly rate for all positions included in the fee calculations based on the Los Angeles County Board of Supervisors–approved salaries and employee benefits, and Los Angeles County Auditor-Controller–approved overhead rates. The adjusted fee shall be rounded to the nearest dollar; however, no fee shall exceed the cost of providing the service for which the fee is collected.

QQ102 DEFINITIONS

The following words and terms are defined for the purpose of this fee schedule. Where words or terms are not defined herein, their meaning shall be in accordance with the Fire Code, Title 32, of the Los Angeles County Code, or other title of the Los Angeles County Code as most appropriate.

DEFENSIBLE SPACE (D-SPACE) INSPECTION. Inspection required by the State of California and local ordinance for provision of brush clearance as described in Sections 325, 327, and 4907 of Title 32 (Fire Code) of the Los Angeles County Code.

FINAL MAP. Term used by the jurisdictional planning agency to refer to the version of a subdivision map that, after receiving all necessary approvals from all

necessary entities, may be filed in the office of the county recorder. Generally, the “final map” review process is preceded by a “tentative map” review process, but in certain cases laws may allow a “parcel map” to be considered the final map.

FIRE PROTECTION PLAN. A document prepared, per Chapter 49, for a specific project or development proposed for a Wildland-Urban Interface (WUI) Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure. The fire code official is authorized to require a preliminary fire protection plan prior to the submission of a final fire protection plan.

PRELIMINARY FIRE PROTECTION PLAN. See Chapter 49, Section 4903.

FINAL FIRE PROTECTION PLAN. See Chapter 49, Section 4903.

FUEL MODIFICATION. See Chapter 49, including Section 4902 (Definitions), and Section 4906 (Vegetation Management).

LACC. Los Angeles County Code.

LAND DEVELOPMENT UNIT (LDU). A unit of the Department Fire Prevention Division, the duties of which normally include determination of Fire Department conditions pertaining to water and access on applications for subdivisions, entitlements and discretionary permits within the jurisdiction of the District.

LOT. The terms "lot" and “parcel” shall be used synonymously.

PARCEL. The terms "parcel" and “lot” shall be used synonymously.

PARCEL MAP. A map for subdivisions, per California Government Code, Section 66426, and any other applicable laws. Generally, this term is used to

refer to application maps for subdivisions that result in no more than 4 lots. See "FINAL MAP."

PUBLIC ROAD EASEMENT VACATION. Also referred to as a "street vacation." The complete or partial abandonment or termination of the public right to use a street, highway, or public service easement. See California Streets and Highway Code, Division 9, Part 3, for more details.

SUBDIVISION. See definition in the California Subdivision Map Act (Government Code Section 66424).

TENTATIVE MAP. Term referring to a map made for the purpose of showing the design and improvement of a proposed subdivision, and the existing conditions in and around it, for review during an early stage of the subdivision application process. It need not be based upon an accurate or detailed final survey of the property. See "FINAL MAP" and "PARCEL MAP."

TRACT MAP. Descriptor of maps used to distinguish subdivisions resulting in 5 or more lots.

QQ103 FORESTRY DIVISION SERVICE FEES.

QQ103.1 Oak tree review fees.

QQ103.1.1 Initial survey.

Upon receiving request for an oak tree environmental review, the site will be surveyed by the County Forester to determine the number of trees requiring review. The fee assessment will be based on that number.

TABLE QQ103.1(1)

OAK TREE PLAN REVIEW		
	NUMBER OF TREES	**FEE**
1	1–15	$900.00
2	16–50	$1,000.00
3	51–100	$1,800.00
4	101–200	$2,799.00
5	201–400	$4,799.00
6	≥401	$7,998.00

TABLE QQ103.1(2)

OAK TREE INSPECTION		
	SERVICE	**FEE**
1	Inspection	$376.00

QQ103.2 Fuel-modification fees.

TABLE QQ103.2

FUEL MODIFICATION PLAN — REVIEW AND INSPECTION		
CONSTRUCTION APPLICATIONS — Description		**FEE[a]**
1.)	Barns, garages, accessory structures	$624.00
2.)	New residential, commercial, or industrial structures:	
a.)	< 2,500 sq. ft. in total area	$723.00
b.)	≥ 2,500 sq. ft. in total area	$845.00
3.)	Additions/modifications to existing residential, commercial, or industrial structures which increase the square footage or footprint of the structure by 50 percent or more and for which the addition/modification is:	
a.)	< 2,500 sq. ft. in total area	$723.00
b.)	≥ 2,500 sq. ft. in total area	$845.00
4.)	Change of occupancy:	

a.)	≤ 2,500 sq. ft.	$723.00
b.)	> 2,500 sq. ft.	$845.00
5.)	Tracts only, where the residential structures are proposed to be built by the same individual or entity: New residential structure ≥ 2,500 sq. ft. in total area, within currently developing tracts of 25 or more lots	$732.00
SUBDIVISION MAPS REVIEW PROCESS — Description		**FEE[a]**
6.)	Subdivision where proposal would result in 4 or fewer lots	
a.)	Fire protection plan review	$162.00
7.)	Subdivision where proposal would result in 5 or more lots	
a.)	Preliminary fire protection plan review	$1,133.00
b.)	Final fire protection plan review — includes lots 5–20	$1,230.00
c.)	Final fire protection plan review — each additional 10 lots, or portion thereof, over 20	$752.00

a Per review and inspection.

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QQ103.3 Defensible (D-Space) inspection fees.

TABLE QQ103.3

DEFENSIBLE-SPACE (D-SPACE) INSPECTION		
SUBJECT OF REVIEW / SERVICE REQUESTED		**FEE[a]**
1.)	**Initial Inspection (Fee to be phased in as described by year, below)**	
a.)	2022	$50.00
b.)	2023	$100.00
c.)	2024	$151.00
2.)	**Noncompliance at Second Inspection**	
	Abatement Enforcement Administrative Fee	$908.00

a. Per parcel.

QQ104 FIRE PREVENTION DIVISION FEES

QQ104.1 Land Development Unit (LDU) fees.

TABLE QQ104.1(1)

LDU SUBDIVISION REVIEWS OF "TENTATIVE MAPS"		
SUBJECT OF REVIEW / SERVICE REQUESTED		**FEE**
A.)	**MINOR LAND DIVISIONS** (Sometimes referred to as "Parcel Map" Reviews)	
A1.)	**Initial Review** **(Each fee charge purchases 3 reviews)**	
a.)	Initial submittal	$1,289.00
A2.)	**Additional Reviews/Revisions** **(Each fee charge purchases 1 review)**	
a.)	Submittal of a revision (i.e., "revised map" is required) to a map that *has not yet* received approval by the advisory agency of the county or the city (or if there is no advisory agency, then by the legislative body thereof). ("**REVISION**")	$372.00
b.)	Submittal of a revision (i.e., "revised map" is required) *of the conditions of approval* for a map that *had already* received approval by the advisory agency of the county or the city (or if there is no advisory agency, then by the legislative body thereof). ("**REVISED**")	$725.00
c.)	Submittal of a less-than-significant revision to a map (i.e., a "revised map" is not required). ("**AMENDMENT**")	$442.00
B.)	**MAJOR LAND DIVISIONS** (Sometimes referred to as "Tract Map" Reviews)	
B1.)	**Initial Review** **(Each fee charge purchases 3 reviews)**	
a.)	Lots 1–10 (i.e., single flat fee covers up to 10 lots)	$2,983.00
b.)	Each additional lot between 11–50	$23.00
c.)	Each additional lot between 51–100	$17.00
d.)	Each additional lot between 101–1,000	$13.00
e.)	Each additional lot 1,001 or greater	$7.00
B2.)	**Additional Reviews/Revisions** **(Each fee charge purchases 1 review)**	
a.)	Submittal of a revision (i.e., "revised map" is required) to a map that *has not yet* received approval by the advisory agency of the county or the city (or if there is no advisory agency, then by the legislative body thereof). ("**REVISION**")	$442.00
b.)	Submittal of a revision (i.e., "revised map" is required) *of the conditions of approval* for a map that *had already* received approval by the advisory agency of the county or the city (or if there is no advisory agency, then by the legislative body thereof). ("**REVISED**")	$1,431.00

LDU SUBDIVISION REVIEWS OF "TENTATIVE MAPS"		
SUBJECT OF REVIEW / SERVICE REQUESTED		**FEE**
	c.) Submittal of a less-than-significant revision to a map (i.e., a "revised map" is not required). ("**AMENDMENT**")	$725.00

TABLE QQ104.1(2)

LDU SUBDIVISION REVIEWS OF "FINAL MAPS"[a]		
SUBJECT OF REVIEW / SERVICE REQUESTED		**FEE**
1.)	**Initial Review (Each fee charge purchases 3 reviews)**	
	a.) Each map consisting of 1-5 lots.	$725.00
	b.) Each map consisting of 6–10 lots.	$795.00
	c.) Each map consisting of 11–25 lots.	$936.00
	d.) Each map consisting of 26–50 lots.	$1,078.00
	e.) Each map consisting of 51 or more lots.	$1,289.00
2.)	**Additional Reviews (Each fee charge purchases 1 review)**	
	a.) Supplemental review (i.e., when a final map is submitted more than three times).	$231.00
3.)	**Verification (Each fee charge purchases 1 review)**	
	a.) Verification that the final map complies with the applicable ordinances, conditions, and other requirements.	$301.00

a. Regarding application of Table QQ104.1(1) and Table QQ104.1(2): In cases where laws and agencies allow a one-step review process (i.e., a "parcel map" review where no "tentative map" review is necessary), the Fire Department shall be authorized to assess the applicable service fee(s) that most appropriately reflect the service(s) being provided, whether from Table QQ104.1(1) or Table QQ104.1(2).

TABLE QQ104.1(3)

LDU MISCELLANEOUS FEES		
SUBJECT OF REVIEW / SERVICE REQUESTED		FEE
1	Coastal Development Permit (CDP)	$442.00
2	Conditional Use Permit (CUP)	$442.00
3	Conditional Use Permit (CUP) — revised	$259.00
4	Discretionary-permit review, including, but not limited to: design review, design overlay review (DOR), development permit application review, "Exhibit 'A'" review, planned urban development (PUD) review, and preliminary review	$301.00
5	"Exhibit ‘A’" — revised	$301.00
6	Grading plan review – fire lanes and private driveways	$301.00
7	Lot-line adjustment(s), and/or lot merger(s)	$301.00
8	Mobilehome park or special occupancy park	$442.00
9	"One Stop" advisory counseling/review	$176.00
10	Vacation of public road easement	$301.00
11	Waiver request	$329.00
12	Water appeals board	$160.00
13	Water/Hydrant (public) plans and systems	$301.00
14	Each additional hydrant over 10	$35.00
15	Zone change	$301.00

QQ104.2 Operational permit fees.

TABLE QQ104.2

OPERATIONAL PERMIT FEES		
PROPOSED ACTIVITY		FEE[a]
1	Activities in Wildfire Risk Areas	$390.00
2	Additive Manufacturing	$390.00
3	Aerosol Products	$390.00
4	Amusement Buildings	$390.00
5	Automobile Wrecking Yard	$390.00

OPERATIONAL PERMIT FEES		
PROPOSED ACTIVITY		**FEE[a]**
6	Aviation Facility	$390.00
7	Bonfire	$390.00
8	Carbon Dioxide Systems used in Beverage Dispensing Applications	$390.00
9	Carbon Dioxide Enrichment Systems	$390.00
10	Carnivals and Fairs	$390.00
11	Cellulose Nitrate Film	$390.00
12	Combustible-Dust Producing Operations	$390.00
13	Combustible Fibers	$390.00
14	Commercial Rubbish-Handling Operation	$390.00
15	Compressed Gases	$390.00
16	Covered and Open Mall Buildings	$390.00
17	Cryogenic Fluids	$390.00
18	Cutting and Welding Permit	$390.00
19	Dry Cleaning Plants	$390.00
20	Energy Storage Systems	$390.00
21	Exhibits and Trade Shows	$390.00
22	Explosives	$390.00
23	Fire Hydrants and Valves	$390.00
24	Fireworks Display	$390.00
25	Flammable or Combustible Liquids	$390.00
26	Floor Finishing	$390.00
27	Fruit and Crop Ripening	$390.00
28	Fumigation and Insecticidal Fogging	$390.00
29	Hazardous Production Materials (HPM) Facilities	$390.00
30	Hazardous Materials	$390.00
31	Helicopter Landing Facility	$390.00
32	High-Piled Combustible Storage	$390.00
33	Hot Work Operations	$390.00
34	Industrial Ovens	$390.00
35	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings	$390.00
36	Lithium Batteries	$390.00
37	LP Gas	$390.00
38	Lumber Yards and Woodworking Plants	$390.00
39	Magnesium	$390.00

OPERATIONAL PERMIT FEES		
PROPOSED ACTIVITY		**FEE[a]**
40	Mass-Gathering Event, 5000 or More People	$780.00
41	Miscellaneous Combustible Storage	$390.00
42	Mobile Fueling of Hydrogen-Fueled Vehicles	$390.00
43	Model Rockets	$390.00
44	Motor Fuel-Dispensing Facilities	$390.00
45	Oil and/or Natural Gas Wells	$390.00
46	Open Burning	$390.00
47	Open Flames and Candles	$390.00
48	Open Flames and Torches	$390.00
49	Organic Coatings	$390.00
50	Outdoor Assembly Event	$390.00
51	Pallet Yard	$390.00
52	Parade Float	$390.00
53	Places of Assembly	$390.00
54	Plant Extraction Systems	$390.00
55	Privately Contracted Private Fire Prevention Resource	$390.00
56	Private Fire Hydrants	$390.00
57	Pyrotechnic Special Effects Material	$390.00
58	Pyroxylin Plastics	$390.00
59	Radioactive Materials	$390.00
60	Recreational Fire	$390.00
61	Refrigeration Equipment	$390.00
62	Repair Garages and Motor Fuel-Dispensing Facilities	$390.00
63	Rooftop Helicopter Facility	$390.00
64	Rifle Range	$390.00
65	Special Events	$390.00
66	Spraying or Dipping	$390.00
67	Storage of Scrap Tires and Tire By-Products	$390.00
68	Temporary Sales Lots	$390.00
69	Temporary Membrane Structures and Tents	$390.00
70	Tire-Rebuilding Plants	$390.00
71	Tire Storage	$390.00
72	Waste Handling	$390.00
73	Wood Products	$390.00

a. Per permit.

QQ104.2.1 Film and production permit fees.

TABLE QQ104.2.1

FILM AND PRODUCTION PERMIT FEES		
PERMIT TYPE		**FEE[a]**
1	Pyrotechnics and Special Effects	$458.00
	1a.) Permit-revision fee	$115.00
2	Filming	$451.00
	2a.) Permit-revision fee	$113.00
3	Fuel-Dispensing Trucks and Vehicles	$492.00
	3a.) Permit-revision fee	$123.00
4	Commercial Still Photography	$452.00
	4a.) Permit-revision fee	$113.00

a. Per permit.

QQ104.3 Plan review fees.

TABLE QQ104.3(1)

BUILDING PLAN REVIEW		
TYPE OF REVIEW		**FEE[a]**
1	Dwelling, one- and two-family	$565.00
2	Multifamily residence	$776.00
3	Photovoltaic residential	$776.00
4	Photovoltaic commercial	$776.00
5	Commercial (B, F, S, M)	$776.00
6	Assembly occupancy	$706.00
7	Educational/institutional occupancy	$1,059.00
8	Hazardous occupancy	$918.00
9	High-rise buildings over 75 feet in height	$1,694.00

BUILDING PLAN REVIEW		
TYPE OF REVIEW		**FEE[a]**
10	Smoke-control rational analysis	$1,412.00
11	High-piled combustible storage	$565.00
12	Site plan review — water and access	$565.00
13	Hazardous materials review (1–50 chemicals)	$776.00
14	Hazardous materials review (> 50 chemicals)	$1,271.00

a. Per plan review.

TABLE QQ104.3(2)

FIRE SPRINKLER PLAN REVIEW			
TYPE OF REVIEW			**FEE[a]**
1	NFPA 13D fire sprinkler system[b]: one- or two-family dwelling		$565.00
2	NFPA 13R fire sprinkler system[b]: multifamily dwellings		$706.00
3	NFPA 13 fire sprinkler system[b]:		
	a.	≤ 100 heads per system	$565.00
	b.	> 100 heads per system	$847.00
4	Tenant Improvements to NFPA 13 fire sprinkler system[b]:		
	a.	≤ 20 heads with/without calculation	$282.00
	b.	> 20 heads and ≤ 100 heads with/without calculation	$424.00
	c.	>100 heads with/without calculation	$706.00
5	Underground fire protection system[b]:		
	a.	Single hydrant or single riser connection	$353.00
	b.	≥ 2 connections for hydrants and/or risers	$565.00
6	Standpipe system[b] (Class I, II, & III)		$565.00
7	Water storage tank		$565.00
8	Special hazard fire extinguishing foam water spray nozzle system[b]		$565.00
9	Fire pump		$706.00

FIRE SPRINKLER PLAN REVIEW	
TYPE OF REVIEW	**FEE[a]**

a. Per plan review.

b. See NFPA 13 (2022 edition), **A.3.3.216 Sprinkler System**, for explanation of separate systems.

TABLE QQ104.3(3)

FIRE ALARM PLAN REVIEW			
TYPE OF REVIEW			**FEE[a]**
1	Emergency responder communication coverage (ERCC)		$1,129.00
2	Two-way communication system		$565.00
3	Fire alarm system:		
	a.	≤ 10 devices and/or fire sprinkler monitoring system	$282.00
	b.	11–50 devices	$494.00
	c.	51–90 devices	$706.00
	d.	91–130 devices	$847.00
	e.	> 130 devices	$1,366.00
4	Special extinguishing systems: CO_2, foam, clean agent		$424.00
5	Gas detection system		$424.00

a. Per plan review.

TABLE QQ104.3(4)

MISCELLANEOUS PLAN REVIEW		
TYPE OF REVIEW		**FEE[a]**
1	Alternative materials, design and methods of construction and equipment	$553.00
2	Additional plan review after initial review and one resubmittal (per hour)	$141.00
3	Expedited review (each two hours + initial fee)	$282.00
4	Pre-submittal meeting (initial two-hours)	$282.00

MISCELLANEOUS PLAN REVIEW		
TYPE OF REVIEW		FEE[a]
5	Plan review time (per hour) for modifications, re-stamp (minimum 1-hour)	$141.00
6	Petroleum / Chemical Unit plan review	$390.00
7	Aboveground propane/butane tank installation (125–499 gallons)	$565.00
8	Tank installation or removal	$390.00
9	Commercial kitchen hood systems (UL-300)	$293.00
10	Paint spray booth	$293.00
11	Medical gas storage system	$390.00
12	Energy storage system	$565.00
13	Energy storage system, Group R-3 and R-4	$195.00
14	Fuel cell power system	$424.00

a. Per plan review.

QQ104.4 Field inspection fees.

TABLE QQ104.4(1)

NEW CONSTRUCTION FIELD INSPECTION		
TYPE OF INSPECTION		FEE[a]
1	Dwelling, one- and two-family	$390.00
2	Multifamily residence	$390.00
3	Photovoltaic residential	$293.00
4	Photovoltaic commercial	$780.00
5	Commercial (B, F, S, M)	$585.00
6	Assembly occupancy	$585.00
7	Educational/institutional occupancy	$390.00
8	Hazardous occupancy	$488.00
9	High-rise buildings over 75 feet in height	$780.00
10	Smoke-control acceptance test	$1,951.00
11	High-piled combustible storage	$1,171.00

NEW CONSTRUCTION FIELD INSPECTION		
TYPE OF INSPECTION		**FEE[a]**
12	Petroleum / Chemical Unit inspection	$390.00
13	Aboveground propane/butane tank installation (125–499 gallons)	$195.00
14	Tank installation or removal	$488.00
15	Tenant improvements projects not otherwise identified	$390.00

a. Per inspection.

TABLE QQ104.4(2)

FIRE SPRINKLER FIELD INSPECTION			
TYPE OF INSPECTION			**FEE[a]**
1	NFPA 13D fire sprinkler system[b]:		
	a.	One- or two-family dwelling	$390.00
	b.	Tract model one- or two-family dwelling	$390.00
	c.	Tract non-model one- or two-family dwelling	$390.00
2	NFPA 13R fire sprinkler system[b]: multifamily dwellings		$780.00
3	NFPA 13 fire sprinkler system[b]:		
	a.	≤ 100 heads per system	$780.00
	b.	> 100 heads per system	$976.00
4	Tenant Improvements to NFPA 13 fire sprinkler system[b]:		
	a.	≤ 20 heads	$390.00
	b.	> 20 heads and ≤ 100 heads	$585.00
	c.	> 100 heads	$683.00
5	5-year sprinkler recertification		$390.00
6	Underground fire protection system[b]:		
	a.	1–4 connections for hydrants and/or risers	$390.00
	b.	≥ 5 connections for hydrants and/or risers	$780.00
7	Fire-flow test witness/perform		$282.00
8	Water storage tank		$195.00
9	Fire pump acceptance test		$673.00

a. Per inspection.
b. See NFPA 13 (2022 edition), **A.3.3.216 Sprinkler System**, for explanation of separate systems.

TABLE QQ104.4(3)

FIRE ALARM FIELD INSPECTION			
TYPE OF INSPECTION			FEE[a]
1	Fire alarm system:		
	a.	≤ 10 devices and/or fire sprinkler monitoring system	$390.00
	b.	11–50 devices	$585.00
	c.	51–90 devices	$683.00
	d.	91–130 devices	$780.00
	e.	> 130 devices	$988.00

a. Per inspection.

TABLE QQ104.4(4)

SPECIAL SYSTEMS FIELD INSPECTION		
TYPE OF INSPECTION		FEE[a]
1	Emergency responder communication coverage (ERCC)	$1,561.00
2	Two-way communication system	$195.00
3	Commercial kitchen hood systems	$390.00
4	Special extinguishing systems: CO_2, foam, clean agent	$390.00
5	Gas detection system	$390.00
6	Medical gas storage system	$195.00
7	Energy storage system	$390.00

a. Per inspection.

TABLE QQ104.4(5)

FIRE SAFETY FIELD INSPECTION

	TYPE OF INSPECTION	FEE[a]
1	State of California Form 850 - Fire Safety Inspection Request	$390.00

a. Per inspection.

TABLE QQ104.4(6)

MISCELLANEOUS FIELD INSPECTION		
TYPE OF INSPECTION		**FEE**
1	Statement-of-intended-use review and inspection (Form 30)	$195.00
2	Additional inspections after initial inspection and one reinspection	$98.00
3	Special / priority inspection (including after-hour, additional technical assistance, and others deemed necessary by the fire code official) — charged per hour	Current hourly fire safety officer (FSO) rate

QQ104.5 Annual inspection fees.

TABLE QQ104.5

ANNUAL FIRE PREVENTION INSPECTION			
TYPE OF INSPECTION			**FEE[a]**
A.)	**Manufacturing**		
	1	25,000 – 50,000 Square Feet	$488.00
	2	50,001 – 100,000 Square Feet	$585.00
	3	100,001 – 250,000 Square Feet	$780.00
	4	>250,000 Square Feet	$1,171.00
B.)	**Warehousing**		
	1	60,001 – 100,000 Square Feet	$585.00
	2	100,001 – 150,000 Square Feet	$780.00
	3	150,001 – 200,000 Square Feet	$976.00
	4	200,001 – 250,000 Square Feet	$1,171.00
	5	250,001 – 500,000 Square Feet	$1,366.00
	6	>500,000 Square Feet	$1,561.00
C.)	**Assembly**		
	1	< 12,500 Square Feet	$390.00
	2	12,501 – 25,000 Square Feet	$488.00
	3	25,001 – 50,000 Square Feet	$585.00

ANNUAL FIRE PREVENTION INSPECTION			
TYPE OF INSPECTION			FEE[a]
	4	50,001 – 75,000 Square Feet	$683.00
	5	>75,000 Square Feet	$780.00
D.)	**High Rise**		
	1	7-10 Stories in Height	$780.00
	2	11-15 Stories in Height	$976.00
	3	16- 20 Stories in Height	$1,171.00
	4	>20 Stories in Height	$1,366.00
E.)	**Petroleum / Chemical Unit Occupancies**		
	1	≤ 25,000 Square Feet	$390.00
	2	25,001 – 50,000 Square Feet	$585.00
	3	50,001 – 75,000 Square Feet	$780.00
	4	75,001 – 100,000 Square Feet	$976.00
	5	>100,000 Square Feet	$1,171.00
F.)	**Elementary / Middle / High Schools**		
	1	< 200 Students	$390.00
	2	201 – 400 Students	$585.00
	3	401 – 700 Students	$780.00
	4	701 – 1,000 Students	$976.00
	5	1,001 – 1,500 Students	$1,171.00
	6	1,501 – 2,500 Students	$1,366.00
	7	>2,500 Students	$1,561.00
G.)	**Private Colleges**		
	1	< 500 Students	$780.00
	2	501 – 1,000 Students	$1,171.00
	3	1,001 – 1,500 Students	$1,561.00
	4	1,501 – 2,000 Students	$1,951.00
	5	2,001 – 3,000 Students	$2,341.00
	6	>3,000 Students	$3,122.00
H.)	**Jails**		
	1	< 2,500 Square Feet	$390.00
	2	2,501 – 5,000 Square Feet	$585.00
	3	5,001 – 10,000 Square Feet	$780.00
	4	10,001 – 50,000 Square Feet	$1,171.00
	5	>50,000 Square Feet	$1,561.00
I.)	**Hospitals, 24-hour clinics, in-patient care and transitional care facilities**		
	1	< 5,000 Square Feet	$585.00
	2	5,001 – 10,000 Square Feet	$780.00

ANNUAL FIRE PREVENTION INSPECTION		
TYPE OF INSPECTION		FEE[a]
3	10,001 – 20,000 Square Feet	$976.00
4	20,001 – 50,000 Square Feet	$1,171.00
5	50,001 – 100,000 Square Feet	$1,561.00
6	>100,000 Square Feet	$2,341.00
7	R-3 Large Family Day Care	$390.00

a. Per inspection.

SECTION Appendix RR is hereby added to read as follows:

APPENDIX RR RIFLE RANGE

RR101 GENERAL

RR101.1 Scope.

Rifle ranges shall comply with the basic fire- and life-safety requirements in this appendix.

RR101.2 Permits.

A permit from the fire code official is required to establish, maintain, or operate a rifle range. Applications for permits shall be referred to the chief law enforcement officer for approval. Permits shall be required as set forth in Sections 105.5 and 105.6.

RR102 DEFINITIONS

RIFLE RANGE. Any indoor or outdoor firing, shooting, or target range established, maintained, or operated for the discharge of a rifle, pistol, revolver, shotgun, or firearm.

RR103 RANGE OFFICER

RR103.1 Supervision.

Rifle ranges shall not be operated or maintained without the supervision of a qualified range officer.

RR103.2 Qualifications.

To qualify as a range officer, individuals shall demonstrate to the fire code official and chief law enforcement officer their knowledge of firearms and ammunition, including the general rules of safety and the provisions of this code relative thereto. Individuals shall possess a valid certificate stating he or she is a qualified range officer.

RR104 AMMUNITION

RR104.1 Inspection and disposal.

Ammunition shall be inspected and approved by the range officer before permission to fire or discharge the same is granted. Ammunition that will not fire or discharge or which is otherwise defective shall be surrendered to the range officer for safe disposal.

RR105 FIRE APPLIANCES

RR105.1 Portable fire appliances.

Rifle ranges shall be equipped with portable fire appliances and other equipment required by the fire code official. Additional fire-prevention measures required by the fire code official shall be provided.

RR106 VEGETATION

RR106.1 Removal.

Rifle ranges, including striking grounds, shall be completely clear of vegetation within a safe distance from the firing line.

RR107 SIGNAGE

RR107.1 Warnings.

Rifle ranges which are not fenced shall be posted with approved warning posters or signs to notify and protect the public from danger.

SECTION FINDINGS IN SUPPORT OF ADOPTION OF MORE RESTRICTIVE BUILDING STANDARDS.

The provisions of this ordinance contain various changes, modifications, and additions to the 2022 California Fire Code. Some of those changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards adopted by the State Fire Marshal and published in the California Building Standards Code. Pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds and determines that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code, contained in this ordinance, which are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles and in the Consolidated Fire Protection District of Los Angeles County ("District"). This expressed finding is supported and based upon the following more specific determinations:

CLIMATIC – The County of Los Angeles/District is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal high winds (Santa Ana wind conditions), resulting in increased exposure to fire risk. This combination of events creates an environment that is conducive to rapidly spreading fires. Control of such fires requires rapid response.

With the time that is required to deal with potential obstacles from the wind, such as fallen trees, street lights, and utility poles, in addition to the time required to climb 75 feet vertically up flights of stairs, the ability to respond rapidly is negatively impacted. Additionally, there is a significant increase in the amount of wind at 60 feet above the ground. Use of aerial-type firefighting apparatus above this height would place rescue personnel at increased risk of injury. High winds will also cause burning embers to become airborne resulting in the rapid spread of a fire to nearby structures. Immediate containment of a fire is the only method by which it can be controlled during high wind conditions. In high fire severity zones, a unique combination of low humidity, strong winds, and dry vegetation exists.

GEOLOGICAL – The County of Los Angeles/District is located in the middle of the seismically active area identified as Seismic Zone 4. The viability of the public water system would be questionable at best after a major seismic event. Tall buildings would become vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create significant physical obstacles and logistical challenges. With the probability of strong aftershocks, there exists a need to provide increased protection for anyone on upper floors.

Geological conditions created by the numerous faults will result in increased fire danger to structures, delayed Fire Department response, and unique rescue challenges. Seismic events of sufficient magnitude will cause substantial damage to structures. These damages are likely to be accompanied by a substantial number of fires that may

exceed the Fire Department suppression capabilities. Accordingly, built-in fire suppression systems provide the only adequate measure to mitigate the potential hazards from and damage caused by such fires.

The County of Los Angeles/District is subject to occasional severe rainstorms. The impacts from these rainstorms are exacerbated if hillside areas have been burned by wildland fires because significant mud and debris flows can occur. Mud and debris flows can impair Fire Department access or delay response times if access roads are obstructed by mud or debris.

TOPOGRAPHICAL – The topographical conditions of the County of Los Angeles/District includes many mountains, hills, and canyons which tend to accelerate the periodic high-velocity winds by means of a Venturi effect. These canyon winds and the significant growth of vegetation of a combustible nature increase the fire danger. Additionally, long periods of dry, hot weather, combined with unpredictable seasonal winds (Santa Ana wind conditions) result in increased exposure to fire risk. The hillside areas have access roads that are narrow, steep, and contain many sharp curves, all of which makes timely response by large fire apparatus difficult.

The specific sections of this code that constitute more restrictive building standards are identified in the table set forth below. The more restrictive building standards contained in this code and identified in the table below shall be applicable only in those cities served by the District which have ratified the aforesaid sections in accordance with California Health and Safety Code Section 13869.

Section	Local Condition	Explanation and Findings
304.1.2 – Vegetation.	Climatic and Topographical	Local amendment requiring brush clearance to maintain defensible space for fire operations that

Section	Local Condition	Explanation and Findings
		is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize the spreading of fire to structures.
314.4 – Vehicles.	Climatic, Geological, and Topographical	Local amendment providing the fuel-amount equivalencies for indoor display of vehicles using alternative fuels and other newer technologies. Necessary due to the increased risks of fire, earthquake movement and damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
316.6.1 – Structures.	Climatic, Geological, and Topographical	Imposes additional requirements for the grounding of construction under high-voltage transmission lines to protect property, the public, and fire fighters responding to emergencies. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of fires being causes by downed high-voltage transmission lines, to minimize the spreading of fires that may begin under transmission lines, and to protect fire fighters responding to emergencies under transmission lines. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
321 – Artificial Combustible Vegetation.	Administrative	Deletion in order to clarify that neither the State nor the District adopts this section or the sections of Chapter 8 that are referenced by it.
322.3 – Fire safety plan.	Administrative.	Declaratory of existing law for clarification to the code user.
322.4.1 – Limited indoor storage in containers.	Climatic, Geological, and Topographical	Local amendment providing the ability for the fire code official to consider other factors affecting the safety of the placement containers used for the collection of damaged and used lithium-based batteries. These batteries have been identified as a known source of fires, especially when damaged or aged. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the

Section	Local Condition	Explanation and Findings
		County/District. These factors also complicate response times, water needs and availability, and access.
326.7 – Fire protection facilities required.	Climatic, Geological, and Topographical	Local amendment to require fire safety measures including but not limited to water supply, firebreaks, posting of fire watchers, access roads, restriction of activities during high fire hazard and other conditions to maintain reasonable fire safety. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of wildland fires spreading to structures, and to minimize impacts of fire. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
326.12.2 – Chimneys.	Climatic and Topographical	Local amendment to reduce the threat of fires by requiring spark arrestors on chimneys that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire. Such spark arrestors reduce the likelihood of embers exiting a chimney and igniting a fire. These spark arrestors are required by the SFM in both CCR Title 19 and the Building Code.
326.14 – Roadway clearance.	Climatic and Topographical	Local amendment requiring clearance of roadways to provide adequate access for firefighting apparatus, to create defensible space for fire operations, and to reduce the possibility of wildland fires spreading to structures. Necessary due to the unique climate and topography of the County/District.
401.10 – Fire watch procedures, 401.10.1, 401.10.2, 401.10.3, 401.10.4, 401.10.5, 401.10.6.	Climatic, Geological, and Topographical	Provides for consistency in the minimum requirements of a fire watch program. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.

Section	Local Condition	Explanation and Findings
503.1.1 – Buildings and facilities.	Climatic, Geological, and Topographical	Provides for clarification regarding the determination of the fire code official for certain special circumstances. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.2 – Additional access.	Climatic, Geological, and Topographical	Provides for additional access requirements necessary because of terrain, climate, or other factors that limit access. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.2.1 – Dimensions, 503.2.1.1, 503.2.1.2, 503.2.1.2.1, 503.2.1.2.2, 503.2.1.2.2.1, 503.2.1.2.2.2	Climatic, Geological, and Topographical	Requires unobstructed clearance to sky on fire apparatus access roads with exception for protected tree species. Necessary to prevent obstruction of access roads by tree limbs or other obstructions and thus allow for quick response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Requires sufficient fire apparatus access road widths and the location of said roads in respect to buildings. Necessary because risk of fire and collapse is increased due to the prevalence of earthquakes in the County/District.
503.2.4 – Turning radius, 503.2.5 – Dead-ends, 503.2.7 – Grade.	Climatic, Geological, and Topographical	Provides for more stringent width, turning radius, and grade specifications for access roads to ensure access for fire apparatus. Necessary due to unique climatic and topographical conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.

Section	Local Condition	Explanation and Findings
503.4 – Obstruction of fire apparatus access roads.	Climatic, Geological, and Topographical	Adds speed bumps and speed humps to list of prohibited obstructions to fire apparatus access roads. Speed bumps and speed humps reduce response times to fires and other emergencies because fire apparatus have to slow down to pass over them or drive around them. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4.1 – Traffic-calming devices.	Climatic, Geological, and Topographical	Requires fire code official approval to install traffic calming devices such as speed bumps and speed humps. Such devices can reduce response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. This section is necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.6 – Gates.	Climatic, Geological, and Topographical	Requires gates placed across fire apparatus access roads meet parameters to ensure emergency access widths and operability. Necessary due to the increased risks of fire, earthquake damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
503.7 – Fire apparatus access roads in recreational vehicle, mobilehome, manufactured housing, sales lots, and storage lots.	Climatic, Geological, and Topographical	Requires fire apparatus access roads in recreational vehicle, mobilehome, manufactured housing, sales lots, and storage lots. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.8– Fire apparatus access roads in mobilehome parks and	Climatic, Geological, and Topographical	Requires additional fire apparatus access roads in mobilehome parks and special occupancy parks. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that

Section	Local Condition	Explanation and Findings
special occupancy parks.		increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
504.5 – Rooftop barriers and parapets.	Climatic, Geological, and Topographical	Provides for emergency access to and egress from the roof in the event of fire or other emergency. Necessary because of increased danger of fire in the County/District due to unique climatic, geological, and topographical conditions.
506.1 – Where required.	Climatic, Geological, and Topographical	Local amendment providing for access to structures or areas where immediate access is necessary for life-saving or fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
507.2.2 – Water tanks.	Climatic, Geological, and Topographical	Requires installation and maintenance standards for water tanks providing water for fire protection. Extends certain requirements to associated support structures and piping. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These unique conditions also increase emergency response times, thereby increasing the time during which these water tank systems must remain in functional order.
507.5.10 – Draft system identification sign.	Climatic, Geological, and Topographical	Provides posting of sign to notify Fire Department of draft hydrants, including those for swimming pools and spas in fire hazard severity zone. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
509.1.1 – Utility and hazardous equipment identification, 509.2 –	Climatic, Geological, and Topographical	Provides for identification and access to the disconnection means that are required for hazardous equipment and/or energy sources serving structures, as necessary for the protection of life and for fire-fighting purposes. Necessary due to the increased risks of fire,

Section	Local Condition	Explanation and Findings
Equipment and disconnection-means access, 509.3		earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
510.1 – Emergency responder communication coverage (ERCC) in new buildings.	Administrative	Clarifies how the fire code official will make the determination that is required of them by the State code.
510.4.1, 510.4.1.1, 510.4.1.2, 510.4.2, 510.4.2.3, 510.5, 510.5.1, 510.5.4, 510.6, 510.6.2 – Emergency responder communication coverage.	Climatic, Geological, and Topographical	When the circumstances of a structure necessitate emergency responder communication coverage systems, this amendment specifies “critical areas” of the building, referred to in the State code, at which it is critical that emergency personnel have radio coverage. This list of areas is built upon the list of areas that are required to be served when a wired system is installed in lieu of an emergency responder radio coverage system. Systems are required to be provided with standby power for a duration of time. Amendment also clarifies required design standards otherwise left up to determination by the fire code official. Necessary due to the increased risks of fire, earthquake movement and damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with emergency radio communications for first responders.
603.4 – Working space and clearances.	Climatic, Geological, and Topographical	Provides for maintenance of the working clearances that are required to be maintained about electrical equipment such as electrical panels and other equipment specified by the Electrical Code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the

Section	Local Condition	Explanation and Findings
		County/District. These factors also complicate response times, water needs and availability, and access.
603.4.1 – Electrical signage and labeling.	Climatic, Geological, and Topographical	Provides clarification of the interpretation of this section, and reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
604.4 – Emergency signs.	Climatic, Geological, and Topographical	Provides guidance with local criteria that the fire code official will use in making the determination required of them by this section. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6 – Inspection, testing, and maintenance.	Climatic, Geological, and Topographical	Prohibits obstruction or impairment of fire protection and life safety system equipment, including initiating devices, alarm notification appliances, and annunciators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4 – Aboveground controls and valves for water-based fire protection systems.	Climatic, Geological, and Topographical	Introductory section to Sections 901.6.4.1 through 901.6.4.4. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.1 –Signage.	Climatic, Geological, and Topographical	Provides signage requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary

Section	Local Condition	Explanation and Findings
		because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
901.6.4.2 – Locks.	Climatic, Geological, and Topographical	Provides for the security, and accessibility to proper authorities, of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.3 – Painting identification.	Climatic, Geological, and Topographical	Provides for the identification and maintenance of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.4 – Clear space.	Climatic, Geological, and Topographical	Provides clearance requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.2.8 – Group R.	Climatic, Geological, and Topographical	Requires that fire sprinklers be installed in mobilehomes and manufactured homes located outside of mobilehome parks. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
903.2.11.7 – Occupancies in fire hazard severity zones and within the San Gabriel	Climatic, Geological, and Topographical	Provides an additional level of protection to occupancies in case of a fire by requiring installation of automatic fire sprinklers. Necessary because of unique climatic and topographical conditions that increase the risk of catastrophic fires in fire hazard severity zones

Section	Local Condition	Explanation and Findings
Southface Area or Malibu–Santa Monica Mountains Area.		and due to the topography that reduces response times to fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.4.2, 903.4.2.1 – Remote annunciator.	Climatic, Geological, and Topographical	Provides for fire-fighter access to the alarm system information/status where necessary due to otherwise being inaccessible or inapparent. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
904.1.1 – Certification of service personnel for fire-extinguishing equipment	Administrative.	Clarification to the code user that neither the Consolidated Fire Protection District of Los Angeles County, nor the State of California adopt this section.
904.3.5 – Monitoring.	Climatic, Geological, and Topographical	Requires monitoring of all automatic fire-extinguishing systems when a sprinkler monitoring system is otherwise required. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
905.2.1 – Class I standpipes.	Climatic	Construction and installation requirements for Class I standpipes to ensure adequate fire protection systems and water supply due to fires in the hot and windy climate of the County/District.
905.4 – Location of Class I standpipe hose connections, 905.4.3.	Climatic	Installation/Regulation of Fire Protection System to ensure proper location of hose connection to control fires in the hot and windy climate of the County/District.

Section	Local Condition	Explanation and Findings
905.5.3 – Class II system 1½-inch hose.	Climatic	Installation and regulation of interior wet standpipes to ensure adequate fire protection system due to fires in the hot and windy climate of the County/District.
905.9 – Riser shutoff valve supervision and drain.	Climatic	Additional requirements to fire protection system for testing, maintenance, and operation. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
905.13 – Standpipe diameter.	Climatic	Size requirements for Class III standpipes to ensure adequate fire protection system. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
910.2 – Where required.	Climatic and geological	Requires smoke and heat removal for buildings. Necessary to increase ability of fire fighters to respond to, and fight, fires in buildings. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and the prevalence of earthquakes in the County/District.
910.2.3 – Group S-2.	Climatic, Geological, and Topographical	Requires smoke and heat removal for basement-level parking garages. Necessary to increase ability of fire fighters to respond to fires in parking garages. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.

Section	Local Condition	Explanation and Findings
910.3 – Smoke and heat vent design and installation. 910.3.2, 910.3.4, 910.3.4.1, 910.3.4.2, 910.3.4.2.1, 910.3.4.2.2, 910.3.4.3 910.3.5.	Climatic, Geological, and Topographical	Requirements for smoke and heat vents in buildings. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.4.3, 910.4.4 – Mechanical smoke removal systems.	Geological	Requirements for smoke and heat vents and mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in the County/District due to seismic concerns with potential water supply issues.
912.2 – Location.	Geological and Topographical	Requires that more than one fire department connection may be required. Necessary due to natural and artificial local topography, and the effects of seismic activity that could limit and/or interfere with the ability of emergency responders to access certain locations.
912.2.1 – Visible location.	Climatic, Topographical, Geological	Requires fire department connections to be located within 150 feet of a public fire hydrant and at a safe distance from the building. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
912.7 – Inspection, testing and maintenance.	Climatic, Geological, and Topographical	Clarifies where provisions for signage, painting, hose threads, physical protection, and clear space, for fire department connections, shall apply. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
912.8 – Identification	Climatic, Topographical	Requires red paint on fire department connections subject to rust or corrosion to identify

Section	Local Condition	Explanation and Findings
— paint color.		them to fire fighters and protect from the elements. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
912.9 – Breakable caps or plugs.	Climatic, Topographical	Requires breakable caps or plugs for fire hose couplings to protect them from the elements and to ensure easy access to the fire department connection during fires. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
914.9.1 – Spray booths.	Climatic	Requires spray booths to have automatic fire sprinkler system protection under specified conditions. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
1032.4 – Exit signs, 1032.4.1, 1032.4.2, 1032.4.3	Climatic, Geological, and Topographical	Requirements for minimum exit signage maintenance, including a bringing-to-one-location of existing CA requirements scattered about the code and/or providing reference thereto. Addresses warnings against elevator use in an emergency, and stairway access. Necessary to ensure proper notice and evacuation in case of fire or other emergency. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because risk of fire and need for evacuation is increased due to the prevalence of earthquakes in the County/District.
1103.11 – Fire department access.	Climatic, Geological, and Topographical	Clarifies where provisions for fire department access apply, including reference to a related section of the code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.3 – Emergency responder communicatio n coverage	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for emergency responder communication coverage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable

Section	Local Condition	Explanation and Findings
systems.		power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.5 – Exhaust ventilation.	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for electrical energy storage system mechanical exhaust ventilation systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.7 – Gas detection systems.	Climatic, Geological, and Topographical	Corrects reference number for section addressing exhaust ventilation for electrical energy storage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1204.4 – Grounding.	Climatic, Geological, and Topographical	Clarifies when grounding will be required of portable generators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.2 – Access and pathway.	Climatic, Geological, and Topographical	Clarifies that exceptions to access and pathway requirements may not negate the ability of occupants to reliably identify escape and rescue pathways and avoid electrified components therein. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and

Section	Local Condition	Explanation and Findings
		availability, and access.
1205.4 – Buildings with rapid shutdown.	Climatic, Geological, and Topographical	Provides reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.5.1 – Vegetation control.	Climatic, Geological, and Topographical	Clarifies where this maintenance provision applies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1206.10 – Manual shutoff.	Climatic, Geological, and Topographical	Provides reference to the related section of code, and harmonizes this section thereto. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.1.2 – Permits, 1207.1.3, 1207.1.4, 1207.1.4.1, 1207.1.4.2, 1207.1.5, 1207.1.7.	Climatic, Geological, and Topographical	Require approved permitting for electrical energy storage systems (ESS), including criteria/clarification regarding hazard mitigation analysis and special approvals beyond what the code allows by default. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.3.4, 1207.3.4.1, 1207.3.5	Climatic, Geological, and Topographical	Specifies design and installation requirements for electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also

Section	Local Condition	Explanation and Findings
		complicate response times, water needs and availability, and access.
1207.4 – General installation requirements, 1207.4.1, 1207.4.2, 1207.4.7, 1207.4.8 – Signage.	Climatic, Geological, and Topographical	Specifies/clarifies location, separation, and signage requirements for electrical energy storage systems (ESS). Provides clarification and reference to other code requirements already applicable to these installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.
1207.5.2, 1207.5.8, Table 1207.7, 1207.7.1, 1207.7.2, 1207.7.3, 1207.7.4, 1207.8.3, 1207.8.4.	Climatic, Geological, and Topographical	Specifies/clarifies location and separation requirements for electrical energy storage systems (ESS). Maintains preexisting safety levels. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4.13, 1207.5.4 – Fire detection, 1207.6.1.1, 1207.6.1.2, 1207.6.1.2.1, 1206.1.2.2, 1207.6.1.2.3 1207.6.1.2.4.	Climatic, Geological, and Topographical	Specifies requirements for fire-extinguishing systems, ventilation, standby power, gas detection, explosion control, and the ability to release energy, for electrical energy storage systems (ESS). Includes references to the code sections regarding fire department connections and hydrants. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.6, 1207.6.1.1–12 07.6.1.2.4.	Climatic, Geological, and Topographical	Specifies design and installation requirements for various battery technologies used in electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic,

Section	Local Condition	Explanation and Findings
		topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.6.3 – Explosion control.	Administrative	Corrects typo to reference therein to a section within Chapter 1, which was reorganized in 2021/2022.
1207.4.6 – Combustible storage, 1207.5.7 – Vegetation.	Climatic, Geological, and Topographical	Clarifies that combustible storage within ESS cabinets and enclosures is not allowed, and that vegetation maintenance (operational) requirements for electrical energy storage systems (ESS) apply to both new and existing installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.9.4, 1207.9.5.	Climatic, Geological, and Topographical	Addresses special installations of battery energy storage systems (ESS), including those on rooftops and in parking garages. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.10, 1207.10.6, 1207.10.7.2, 1207.10.7.3, 1207.10.7.6.	Climatic, Geological, and Topographical	Addresses mobile versions of electrical energy storage system (ESS) installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.11, 1207.11.1, 1207.11.2.1, 1207.11.3, 1207.11.3.1,	Climatic, Geological, and Topographical	Addresses installations of battery energy storage systems in Group R-3 and R-4 occupancies. Maintains and clarifies standing requirements in the jurisdiction in order to maintain minimum levels of safety regarding explosion, fire, and

Section	Local Condition	Explanation and Findings
1207.11.4, 1207.11.5.1, 1207.11.6, 1207.11.7, 1207.11.7.1, Figure 1207.11.7.1, 1207.11.7.2, 1207.11.7.3, 1207.11.7.4, 1207.11.7.4.1, 1207.11.7.4.2, 1207.11.8.		toxic gas hazards, both for the property in question and that of neighboring properties. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.
2007.9 –Emergency Helicopter Landing Facility (EHLF), 2007.9.1.	Climatic and Topographical	Provides for public safety by an evacuation/landing area on high-rise buildings and the maintenance thereof. Necessary due to large number of high-rise buildings in the County/District and difficulty in evacuating high-rise buildings, and getting resources thereto, in case of fire or other emergency.
2007.10 –Ground-based helicopter facilities, 2007.10.1 – Surface.	Climatic, Geological, and Topographical	Provides design standards for helistops and heliports, primarily for establishment in fire hazard severity zones, to enable helicopters and associated water tenders and support equipment to safely operate to conduct operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District. Further necessary due to the increased risks of earthquake damage that complicate response times, water needs and availability, and access.

Section	Local Condition	Explanation and Findings
2007.10.2 – Hydrant.	Climatic; Topographical	Requires a hydrant next to helistops and heliports, especially in fire hazard severity zones, to enable helicopters to fill their tanks to facilitate water drops on wildland fires in those areas, and for response to aviation accidents. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.
2007.10.3 – Access.	Climatic; Topographical	Adopts requirements for fire apparatus access to helistops and heliports, especially in fire hazard severity zones, to enable support equipment and apparatus associated with helicopter operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.
2007.11 – Maintenance, 2007.11.1 – Fire Department permit required.	Climatic, Geological, and Topographical	Requires maintenance of the safe and necessary functionality of a new or existing helicopter facility intended to some extent for emergency Fire Department use. Where such functionality or availability is impaired, a permit and/or notification is required. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for fire apparatus to gain access to portions of the County/District, including for patient care.
2203.3 – Dust-collection systems.	Climatic, Geological, and Topographical	Clarifies applicability of this provision, corrects reference error by the State, and maintains the required interlock provision. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2203.4.2 – Static electricity.	Climatic, Geological, and Topographical	Maintains the requirement for permanent grounding or bonding in accordance with approved standards. Necessary due to the

Section	Local Condition	Explanation and Findings
		increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2404.4 – Fire protection.	Climatic	Provides for spray booths to be equipped with automatic fire sprinklers. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
2504.6, 2507.2 –FRUIT AND CROP RIPENING	Climatic and Geological	Provides requirements for fruit and crop ripening operations to prevent ignition of ethylene gas and reduce risk of fire and explosion. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and to reduce risk of fires and explosion from earthquakes.
3104.5 – Helicopter landing facilities.	Climatic, Geological, and Topographical	Provides notice within the section concerning tents and temporary membrane structures that consideration must be given to nearby helicopter landing facilities so as not to interfere with their safe and necessary functionality. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.15.2.1 – Quantity limit.	Climatic, Geological, and Topographical	Harmonizes the code by providing reference to the related section of the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.18 – Combustible vegetation.	Climatic and Topographic	Increased clearance requirements for combustible vegetation near tents and membrane structures. Necessary to increase fire and life safety around such structures and to create defensible space. Necessary because of fire risk due to climate and unique topography of the County/District.

Section	Local Condition	Explanation and Findings
TABLE 3206.2	Climatic and Geological	Removes an exception for smoke and heat removal in high-piled combustible storage. Necessary because of unique climatic conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
3305.5.2.1 – Duties.	Climatic, Geological, and Topographical	Harmonizes this new provision to the other longstanding requirements for fire watch within the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3505.9 – Flashback prevention.	Geological	Requires protective devices to be installed on fuel gas and oxygen lines to increase safety and reduce risk of explosion and fire. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
4801.3 – DEFINITIONS.	Climatic, Geological, and Topographical	Clarifies the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4902.1 – General.	Climatic, Geological, and Topographical	Provides definitions by which to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.2 – Application.	Climatic, Geological, and Topographical	Serves to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for

Section	Local Condition	Explanation and Findings
		patient care.
4906.3 – Landscape Plans, 4906.3.1 – Contents.	Climatic, Geological, and Topographical	Original content is being moved to become subsections of 4906.3, and these sections are being utilized to explain the administrative procedures for fuel modification plans in fire hazard severity zones within the jurisdiction. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3.2 – Penalties, 4906.3.3 – Appeals, 4906.3.4 Fuel modification plan review fee schedule.	Administrative	Provide administrative procedures regarding the fuel modification plan process.
4906.3.5, 4906.3.5.1, 4906.4, 4906.4.1, 4906.4.2, 4906.4.2.1.	Administrative	Renumbering of code sections for harmonization with longstanding local provisions within which these processes (newly described by new State language) have and will continue to take place.
4907.3 – Requirements.	Administrative	Provides reference to other applicable codes; declaratory of existing law.
4907.3 – Requirements.	Climatic and Topographical	Local amendment providing notice of preexisting requirement that defensible space shall also comply with vegetation clearance requirements elsewhere in the Fire Code (e.g., for LPG tanks, PV, and ESS), as well as specifically within Chapter 3 of this code. Necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire in Fire Hazard Severity Zone.
5003.11.3.8 – Floors.	Climatic and Geological	Creates requirements for floors in buildings where hazardous materials are used or stored. Necessary to increase fire and life safety and to minimize fire danger from hazardous materials. Necessary because risk of fire and spillage of hazardous materials is increased due to the

Section	Local Condition	Explanation and Findings
		prevalence of earthquakes in the County/District.
5704.2.8.3 – Secondary containment.	Geological	Requires secondary containment of flammable and combustible liquids that are necessary to increase fire and life safety and to prevent fires involving flammable and combustible liquids from spreading. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.16.1 – System requirements.	Climatic and Geological	Requires foam deluge system. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.9.1.1 – Required foam fire protection systems.	Geological and Climatic	Requires all existing aboveground tanks exceeding 1,500 square feet of liquid surface area used for the storage of Class I or Class II flammable liquids to be provided with foam fire protection. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.9.6.1.3 – Location of tanks for boilover liquids.	Geological and Climatic	Provides for additional spacing between tanks to reduce fire danger and help prevent fire from spreading to adjacent tanks. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.3.7.6 – Construction.	Geological and Climatic	Construction and fire access requirements for liquid storage rooms. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of explosion or container failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.1 – Location.	Geological and Climatic	Provides increased distances for bulk transfer and process transfer operations so that they are farther away from the public and other buildings. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

Section	Local Condition	Explanation and Findings
5706.5.1.19 – Liquid transfer.	Geological and Climatic	Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
6104.4 – Multiple LP-gas container installations.	Geological and Climatic	Requirements for LP-gas storage tank distances. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
CHAPTER 81 –AUTOMOBILE WRECKING YARDS 8104 – Fire apparatus access roads. 8106 – Housekeeping. 8108 – Tires. 8110.4 – Batteries.	Climatic, Geological, and Topographical	Creates requirements for fire access roads and storage requirements for tire storage in automobile wrecking yards to enable fire apparatus and fire fighters to gain access to fight fires and respond to emergencies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
CHAPTER 82 – INFRACTIONS.	Administrative	Lists the violations deemed to be infractions rather than the standard misdemeanor required by the provisions of Chapter 1.
CHAPTER 83 – CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY FIRE CODE	Administrative	Declaration of this code as the Fire Code for the Consolidated Fire Protection District of Los Angeles County (“District”).
APPENDIX B, Section B105.1 – One- and two-family	Topographical and Climatic	Provides for increased minimum fire-flow in fire hazard severity zones to allow for more water to be available to fight fires. Necessary because of increased danger of fire in the County/District due

Section	Local Condition	Explanation and Findings
dwellings, Group R-3 and R-4 buildings and townhouses.		to climatic and topographical conditions.
APPENDIX B, Section B105.5 – Land subdivision projects.	Topographical and Climatic	Provides for increased fire-flow for subdivisions of certain undeveloped land due to the undetermined building size and type of construction to allow for sufficient water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX C, Section C102.2 – Location on street.	Topographical and Climatic	Provides for hydrant spacing on streets to ensure hydrants are accessible to fire fighters. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX C, Section C105.2 – One- and two-family dwellings, and Group R-3 buildings.	Topographical and Climatic	Provides for hydrant spacing to ensure that water is available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX C, Section C105.3 - Buildings other than one- and two-family dwellings, and Group R-3 buildings.	Topographical and Climatic	Provides for hydrant spacing for buildings other than one- and two-family dwellings, and Group R-3 buildings to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX C, Section C105.4 – Cul-de-sac hydrant location.	Topographical and Climatic	Provides for hydrant spacing for cul-de-sacs to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX C, Section C106 - On-site hydrants.	Topographical and Climatic	Provides requirements for on-site hydrants to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
APPENDIX O,	Topographical,	Provides various design and location

Section	Local Condition	Explanation and Findings
Section O103 – General requirements.	Geographic, and Climatic	requirements for temporary haunted houses, ghost walks, and similar amusement uses where the means of egress are not apparent due to decorative materials, confusing sounds, and/or visual effects. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions and the prevalence of earthquakes in the County/District.
APPENDIX PP – LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONES	Administrative	Portion of ordinance serving to fulfill the Statutory requirements of the County/District per California Government Code Sections 51175 through 51189. Recognizes the authorities of the State to impose Fire Hazard Severity Zone designations and of individual cities to expand upon them within the parameters defined by State statute. Also serves to define the “Malibu–Santa Monica Mountains Area” and the “San Gabriel Mountains Southface Area” for the sprinkler provisions therein, as described in Chapter 9.
APPENDIX QQ – LOS ANGELES COUNTY FIRE-CODE FEE SCHEDULE	Administrative	Provides the code user with the Fire Department fee schedule, specifically for the services provided by the Fire Department in accordance with the Fire Code.
APPENDIX RR – RIFLE RANGE	Topographical and Climatic	Provides the basic fire- and life-safety requirements for the operation of rifle ranges. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

SECTION This ordinance shall become effective 30 days after it is adopted.

[TITLE32FIRECODE2022AVCC]

SECTION 447. This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.

Chair

ATTEST:

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

	S	
S	u	

Effective Date: March 2, 2023

~~Operative Date:~~

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By
Nicole Davis Tinkham

S:\Ordinances\County Counsel\2023\2023-0008

Notice of Exemption

Date: September 25, 2025

To: ☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812

To: ☒ County Clerk, County of Los Angeles
Business Filings and Registration
PO Box 1208
Norwalk, CA 90650-1208

From:
Lead Agency: City of Artesia
Steven Valdez, Acting Planning Manager
18747 Clarkdale Ave
Artesia, CA 90701

Project Title: Adoption of Los Angeles County Updated Building Code Regulations by reference
Project Applicant: City of Artesia
Project location: Citywide

Description of Nature, Purpose, and Beneficiaries of Project:
The City of Artesia proposes to adopt by reference, the Los Angeles County Building Code updates to align with the latest California Building Standards Code and related state mandates. No physical development or construction is proposed as part of this action.

Name of Public Agency Approving Project: City of Artesia
Project Location County: Los Angeles

Name of Person of Agency Carrying Out Project: Steven Valdez, Acting Planning Manager
Exempt Status: (**check one**)

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
- ☐ Declared Emergency (Sec 21083(b)(3); 15269(a));
- ☐ Emergency Project (Sec 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption: Class 1, Section 15301 (Existing Facilities)
- ☒ Statutory Exemptions. State code number: Section 15061 (b)(3)

Reasons why project is exempt: The proposed action involves updates to existing regulations consistent with state law and does not result in any direct or indirect physical changes to the environment. It can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. Therefore, the project is exempt from CEQA under the general rule in Section 15061(b)(3).

Lead Agency
Contact Person: Steven Valdez **Area Code/Telephone/Extension**: (562) 865-6262 ext. 300

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? __Yes __ No

Signature: _____ Date: September 25, 2025 Title: Acting Planning Manager

☑ Signed by Lead Agency ☐ Signed by Applicant

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 11A.**

TO: Mayor and Members of the City Council

SUBJECT: Reappointment of Ad-Hoc Committee Members to Develop a Sister City Policy

FROM: Mario Flores, Management Analyst

REVIEWED AND APPROVED BY:
Melissa Burke, Deputy City Manager
Abel Avalos, City Manager

RECOMMENDATION:
Staff recommends the City Council appoint two Council Members to the Sister City Policy Ad-Hoc Committee to work with staff to explore and develop a Sister City Policy.

BACKGROUND:
On October 3, 2023, the City of Artesia received a proposal from Santo Tomas, Batangas, in the Phillippines, expressing interest in forming a Sister City relationship. As a result, on January 17, 2024, the City Council formed an ad-hoc committee consisting of Mayor Lima and Council Member Ramoso to discuss the creation of a Sister City Policy. However, the committee did not get an opportunity to meet and the mutual interest to form a relationship between Artesia and Santo Tomas, Bantagas, did not progress further. With Mayor Lima's retirement at the end of 2024, a new committee is now needed to provide feedback on a policy to guide the formation of sister cities.

In June 2025, the City of Artesia received interest from the City of Angra do Heroísmo, located in the Azores region of Portugal, to explore the formation of a Sister City relationship. Angra do Heroísmo would like to establish this relationship, as it is the original homeland for a majority of the Artesia residents of Portugese decent. In September 2025, the Angra do Heroísmo City Council formally approved the establishment of a Sister City relationship with Artesia and is awaiting feedback from the City of Artesia.

ANALYSIS:
The formation of a Sister City Policy Ad-Hoc Committee will provide focused leadership and direction in formalizing Artesia's first Sister City partnership in decades and address any future requests.

The Ad Hoc Commitee's objectives may include, but are not limited to:

- Helping to develop a policy framework to guide future Sister City relationships.
- Recommending goals, activities, and exchange opportunities.
- Coordinating with officials from Angra do Heroísmo to develop a formal Sister City relationship.

Once the Ad-Hoc Committee provides adequate recommendations, staff will prepare a draft policy for City Council review and approval a future City Council meeting. Following policy adoption, the City Council may adopt a resolution formalizing a Sister City relationship with Angra do Herosimo. The committee will automatically disband upon City Council adoption of the Sister City Policy.

FISCAL IMPACT:
There is no fiscal impact associated with the formation of the Sister City Policy Ad-Hoc Committee.

RECOMMENDED COUNCIL ACTION:
Staff recommends the City Council appoint two Council Members to the Sister City Policy Ad-Hoc Committee to work with staff to explore and develop a Sister City Policy.

CITY COUNCIL AGENDA REPORT

MEETING DATE: November 10, 2025 **ITEM NO: 11B.**

TO: Mayor and Members of the City Council

SUBJECT: Housing Element Implementation Plan and Professional Service Agreements with Willdan and Sagecrest

FROM: Melissa Burke, Deputy City Manager

REVIEWED AND APPROVED BY:
Jamie Murguia, Finance Manager
HongDao Nguyen, City Attorney
Abel Avalos, City Manager

RECOMMENDATION:
Staff recommends that the City Council approve, and authorize the City Manager to execute, the following Professional Service Agreements to implement requirements outlined in the Housing Element:

1. Agreement with Willdan Engineering (Willdan) to prepare Zoning and General Plan Amendments and Design Guidelines for an amount not to exceed $375,000.
2. Agreement with Sagecrest Planning + Environmental (Sagecrest) to prepare Ministerial Residential Review Procedures for an amount not-to-exceed $57,950; and
3. Agreement with Willdan Financial Services (Willdan Financial) to conduct an Affordable Housing and Commercial Linkage Study to establish an Affordable Housing In-Lieu Fee for an amount not-to-exceed $29,500 for this project.

BACKGROUND:
The City of Artesia ("City") has been working diligently over the past two years to ensure the City's 6th Cycle Housing Element gains compliance certification with the California Department of Housing and Community Development (HCD) Department. Currently, HCD is reviewing the second submission of the current draft Housing Element, and the City is on track to have the Housing Element Certified in early 2026. As a result of becoming certified late in the planning cycle, the City has been concurrently working on compliance and implementation items required by the Housing Element. A major hurdle the City already accomplished was adopting the Mixed-Use Overlay (MU-O) in July 2025 as part of the implementation of the 2021-2029 Housing Element.

The MU-O includes provisions to incentivize mix-use development and requires that an Affordable Housing In-Lieu Fee (be established by City Council resolution to ensure compliance with the Housing Element. This fee will serve as a mechanism to collect funds from market-rate residential development to support the production and preservation of affordable housing in the City. To establish this fee, the City must conduct a nexus and fee justification study to determine the maximum justifiable amount that may be charged to new development consistent with state law.

In addition, the Housing Element's required implementation includes the creation and adoption of zoning code and General Plan amendments, design guidelines, and ministerial residential review procedures. Some work on implementation related to the zoning code and general plan updates began this summer under existing agreements with Willdan and Sagecrest. However, due to the variety of work and complexity of the overall project, Staff determined it was in the City's best interest to separate the work into specific agreements for the various parts. Willdan has acted as the lead consultant on the Housing Element since 2022, and Sagecrest has provided additional support since 2024. Together with Staff, the consultant team has worked diligently to get the City back on track to gain Housing Element certification.

ANALYSIS:
In order to maintain momentum and consistency with the project, Staff recommends continuing to work with the two consultants which are deeply familiar with the Housing Element project so it can expeditiously be brought to a close. Staff therefore solicited proposals from the consultant team to bring the implementation pieces of the Housing Element across the finish line. Below is a summary of the three Agreements before the City Council for consideration:

Willdan Engineering
As the lead consultant on the Housing Element Implementation Project, Willdan will take lead on coordination efforts with other consultants and City Staff to ensure the completion of the action items for compliance with HCD. Willdan has broken down the work into Phase 1 and Phase 2 for the completion of the project.

Phase 1 - Actions for Complinance. This includes 30 hours per week until February 2026 when the Housing Element comes before the City Council for approval for $75,000.

- Implementing actions need to implement the Housing Element including, General Plan Amendments, Zoning Ordinance Amendments, and Zoning Change with CEQA determination
- Update the objective design review standards/process to comply with the Housing Element
- Attend and present at Planning Commission and City Council meetings
- Attend staff level planning and implementation meetings

Phase 2 - Housing Planner - Implementation of Programs/Action Items. This includes 22 hours per week for an 18 month period from July 1, 2025 through December 31, 2026 for a not to exceed amount of $300,000.

- Design Guidelines
- Creation of materials to update the website
- Implementation of new housing programs and action items per the Housing Element
- Ongoing community outreach as required by Housing Element
- Monthly check-ins with internal an external (HCD) staff
- Interaction and engagement with Staff.

As the lead consultant on the project for the past three years, Staff recommends entering into an agreement with Willdan to complete the Housing Element.

Sagecrest

Sagecrest proposes to develop the Ministerial Residential Review Procedures required by the Housing Element to ensure compliance. With the Ministerial Residential Review Procedures, Sagecrest will develop standard conditions of approval, including but not limited to covenants or restrictions for affordable housing units and labor provisions when applicable. These standards will ensure consistency, compliance, and streamline the process of approval for the City of Artesia.

Under this agreement, Sagecrest will review and analyze the City's current development review process in order to:

- Draft procedures to implement streamlined ministerial review processes for future residential developments.
- Draft modifications to existing development procedures for projects not subject to the streamlined ministerial review.

Following the development of the Ministerial Residential Review Procedures, Sagecrest will create checklists and forms:

- To provide information to the public and developers about the City's procedures for applying and receiving ministerial approval.
- For City Staff to document project review and determine compliance.
- For determining eligibility of projects utilizing the Ministerial Review Procedures.

Sagecrest will also work closely with City Staff and Willdan on the preparation of all staff reports, ordinances and resolutions and attend public hearings of the Ministerial Residential Review Procedures to answer questions from the public on this new procedure. Staff recommends entering into an agreement with Sagecrest to continue the implementation of the Housing Element.

Willldan Financial

As required by the MU-O, and necessary for the implementation of the Housing Element, Willdan Financial will prepare an Affordable Housing and Commercial Linkage Study. The study will determine the maximum legally justifiable in-lieu fee and evaluate potential incentives or fee structures that encourage the inclusion of affordable housing in new development.

The scope of work includes the following tasks:

- Task 1 - Identify and Resolve Policy Issues: Define project goals and objectives, review existing City documents and policies related to affordable housing and the MU-O, and confirm scope and schedule with staff.
- Task 2 - Affordable Housing In-Lieu Analysis: Analyze the need for affordable housing generated by new market-rate development and estimate the maximum justifiable in lieu fee based on income, employment, and housing cost data.
- Task 3 - Calculate Fees and Prepare Report: Develop a technically defensible fee schedule, prepare draft and final reports documenting all methodologies and assumptions, and present findings to staff, the public, and City Council.
- Task 4 - Meetings: Attend up to three meetings, including a project kick-off, presentation of results, and City Council public hearing for adoption.

Willdan Financial's deliverables include draft fee tables, administrative and public draft reports, a final nexus study report, and other optional presentation materials. The study will provide the necessary technical foundation for the City Council to adopt an Affordable Housing In-Lieu Fee by resolution, as required by the MU-O. Willdan Financial has prepared several fee studies for the City in the past, including the Development Impact Fee Analysis, the annual Street Light Maintenance District, and the most recent Planning Fee Schedule update. Staff recomments the City enter into an agreement with Willdan Financial to establish an Affordable Housing In-lieu fee.

Overall, the approval of the professional services agreements with Willdan Engineering, Sagecrest Planning + Environmental, and Willdan Financial will enable the City to implement the required programs and action items within the Housing Element and ensure compliance with HCD. The City's purchasing policy does not require the formal solicitation of proposals for professional service agreements, but requires the approval by the City Council for Agreements over the City Manager's spending authority. Staff recommends the approval of all three agreements.

FISCAL IMPACT:
The cost for the Housing Element Implementation project across all three agreements is $462,450 for an 18 month period. Of this total, $100,000 of the 18 month Willdan implementation work is for the period from July 1, 2026 through December 31, 2026, and if the agreement is approved, the amount will be included in the Fiscal Year 2026-27 Budget. This leaves a balance of $362,450 to be funded in the current Fiscal Year. In the Fiscal Year 2025-26 Budget, $20,000 was budgeted for the fee study in the Planning Departments Special Contract Services budget, and there is $35,367 in savings from another project coming in under budget. Addtionally, there is $150,000 in Assigned Fund Balance allocated towards planning contract services from the Fiscal Year 2023-24 surplus which did not need to be utilized in Fiscal Year 2024-25. In total, this equals $205,367 of available funding for the project, with an unfunded project balance of $157,083 for this Fiscal Year. There are available funds in the Housing Authority Fund that can be allocated to cover the remainder of the projects' expenses. If the City Council approves the three contracts, staff will include an amendment in the Mid-Year Budget to reflect the changes above to fully fund the Housing Element Implementaiton Project.

RECOMMENDED COUNCIL ACTION:
Staff recommends that the City Council approve, and authorize the City Manager to execute, the following Professional Service Agreements to implement requirements outlined in the Housing Element:

1. Agreement with Willdan Engineering (Willdan) to prepare Zoning and General Plan Amendments and Design Guidelines for an amount not to exceed $375,000.

2. Agreement with Sagecrest Planning + Environmental (Sagecrest) to prepare Ministerial Residential Review Proceedures for an amount not-to-exceedt $57,950; and

3. Agreement with Willdan Financial Services (Willdan Financial) to conduct an Affordable Housing and Commercial Linkage Study to establish an Affordable Housing In-Lieu Fee for an amount not-to-exceed $29,500 for this project.

Attachments

Willdan Engineering PSA - HE Implementation.pdf
Sagecrest PSA - HE Ministerial Review Process.pdf
Willdan Financial PSA - Affordable Housing In-Lieu Fee Study.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND WILLDAN ENGINEERING

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of November, 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **WILLDAN ENGINEERING** a **CALIFORNIA CORPORATION** with its principal place of business at **13191 CROSSROADS PARKWAY NORTH, SUITE 405, INDUSTRY, CA, 91746-3443** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Planning Services related to Housing Element Implementation** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for **Housing Element Implementation** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Housing Element Implementation** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to December 31, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Christine Kudija, Principal Planner and Chad Brown, Associate Planner.**

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Salvador Lopez, Director of Planning,** or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at

all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred and Seventy-Five Thousand Dollars** (**$375,000**) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Willdan
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
ATTN: **Salvador Lopez Jr., Director of Planning**

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: **Abel Avalos, City Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[*Signatures on following page*]

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND WILLDAN ENGINEERING

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA	**WILLDAN ENGINEERING**
By: _____	By: _____
Abel Avalos City Manager	Salvador Lopez Jr. Director of Planning
Attest:	
_____	By: _____
Jennifer Alderete City Clerk	Name: Title:
Approved as to Form:	
_____ HongDao Nguyen City Attorney	

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will serve as a Planning Consultant and will work under the City Manager's supervision. The consultant will work online with communication through emails and digital meetings, and in person for any needed meetings and presentations with regards to the Housing Element Implementation Project.

Phase 1 – Actions for compliance – 30 hours/week (next 4 months until item goes before the City Council in February). These hours will be split between 3 -4 planners depending on tasks distributed - $75,000

- Implementing actions needed to effectuate the Housing Element, including General Plan Amendments, Zoning Ordinance Amendments and Zoning Change with CEQA determination
- Edit design process (objective design review standards/process)
- GP Compliance (Art)
- Planning Commission Meeting
- City Council Meeting
- Staff interaction and engagement

Phase 2 – Housing Planner - Implementation of Programs/Action items – 22 hours a week for 18 months - $300,000

- Design guidelines
- Online/website additions
- All development Processes posted on website
- Program(s) Implementation
- Ongoing Community Outreach (with attendance) as required by Housing Element
- Additional implementation actions as per the HE
- Monthly check-ins
- Meeting attendance
- Staff interaction and engagement

For detailed reference of work to be completed please reference the housing element action items, which we believe will necessitate at least 22 hours a week with a dedicated Housing Planner working for 18 months with support staff. This can fluctuate depending on city staff availability.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall complete services between July 1, 2025, and December 31, 2026.

EXHIBIT "C"
COMPENSATION

The Consultant's services will be billed on an hourly basis for actual work performed, based upon the Schedule of Hourly Rate rates. The total compensation shall not exceed Three Hundred and Seventy-Five Thousand Dollars ($375,000).

Position	Hourly Rate
Planning Technician	$134.00
Assistant Planner	$167.00
Associate Planner	$181.00
Senior Planner	$206.00
Principal Planner	$215.00
Planning Manager	$228.00
Deputy Director	$255.00
Director	$261.00
Administrative Assistant I	$102.00
Administrative Assistant II	$123.00
Administrative Assistant III	$144.00

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING + ENVIRONMENTAL

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of November, 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **Sagecrest Planning + Environmental**, a **California Corporation,** with its principal place of business at **27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Housing Element Implementation** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Ministerial Residential Review Procedures** Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **preparation of Ministerial Residential Review Procedures** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **November 10, 2025,** to **June 30, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Art Bashmakian, Senior Project Manager.**

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Amy Vazquez, President** or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at

all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $3,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty-Seven Thousand, Nine Hundred and Fifty Dollars ($57,950)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Sagecrest Planning + Environment
27128 Paseo Espada, Suite 1524
San Juan Capistrano, California 92675
ATTN: Amy Vazquez, President

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: Abel Avalos, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING + ENVIRONMETAL

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA

By: _____
Abel Avalos
City Manager

SAGECREST PLANNING + ENVIRONMENTAL

By: _____
Amy Vazquez
President

By: _____

Name: _____

Its: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Sagecrest Planning + Environmental's work plan for the preparation of Ministerial Residential Review Procedures for the City is as follows:

TASK 1: PROJECT INITIATION & PROJECT DESCRIPTION

Kick-off Meeting: Upon receipt of the Notice to Proceed (NTP), Sagecrest will schedule a Kick-Off meeting with city staff.

The Kick-Off Meeting will accomplish the following:

- Identify the roles and responsibilities of each team involved in the project
- Define communication protocol
- Review current project information
- Refine the project schedule

Background Research: Sagecrest will review and analyze the current development review process.

TASK 2: MINISTERIAL RESIDENTIAL REVIEW PROCEDURE DOCUMENTS

Zoning Code Procedures: Sagecrest will draft procedures to implement a streamlined ministerial review process for residential development.

Development Procedures: Sagecrest will modify existing development procedures for projects not subject to streamlined ministerial review.

TASK 3: CHECKLISTS & FORMS

Sagecrest will create checklists and forms to provide information to the public and developers about the City's procedures for applying and receiving ministerial approval.

Sagecrest will also draft checklists and forms to be used by city staff to document project review and determine compliance with adopted objective design standards and timelines.

Create a checklist for determining eligibility of projects utilizing the Ministerial Review Procedures.

TASK 4: CONDITIONS OF APPROVAL

Sagecrest will develop standard conditions of approval, including but not limited to covenants or restrictions for affordable housing units and labor provisions when applicable.

TASK 5: PROJECT MANAGEMENT & MEETINGS

Sagecrest is always available by phone and email for ongoing communication and project management. This task will include coordination with Sagecrest's project manager and the City.

Such tasks shall be billed based on actual hours worked in accordance with the included fee schedule.

TASK 6: STAFF REPORTS, RESOLUTIONS & ORDINANCES

The Sagecrest Project Manager will prepare all staff reports, ordinances, resolutions for Planning Commission and City Council.

TASK 7: PUBLIC HEARING ATTENDANCE

Sagecrest will attend and be available to answer questions from the public and/or decision-making body at the public hearings before the Planning Commission and City Council on a time and materials basis.

EXHIBIT "B"
SCHEDULE OF SERVICES

Task	Estimated Hours	Estimated Fee
Task 1: Project Initiation & Project Description		
Kick Off Meeting	2	$410
Background Research	8	$1,680
Task 2: Ministerial Residential Review Procedure Documents		
Zoning Code Procedures	60	$12,600
Development Procedures	30	$6,300
Task 3: Checklists & Forms		
Draft Checklists & Forms	65	$13,650
Task 4: Conditions of Approval		
Develop Standard Conditions of Approval	15	$3,150
Task 5: Project Management & Meetings		
Project Management	30	$6,300
Task 6: Staff Reports, Resolutions & Ordinances		
Prepare Staff Reports	60	$12,600
Task 7: Public Hearing Attendance		
Attendance at Public Hearings	6	$1,260

EXHIBIT "C"
COMPENSATION

Hourly Billing Rates:

Position	**Hourly Rate**
President	$250.00
Vice President	$220.00
Principal/City Planner	$210.00
Senior Project Manager	$200.00
Project Manager	$180.00
Senior Planner	$170.00
Associate Planner	$150.00
Assistant Planner	$130.00
Administrative Support/Technical Editor	$90.00

Reimbursable Expenses: Expenses incurred related to the Client's project would be billed at actual cost plus ten (10) percent, in addition to hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies, and document recording fees. Vehicle mileage would be billed at $0.70/mile (or current IRS allowable rate) and parking expenses incurred by Sagecrest employees are charged at cost.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND WILLDAN FINANCIAL SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of November 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and Willdan Financial Services, a California Corporation**,** with its principal place of business at 66 Franklin Street, Suite 300, Oakland, California, 94607 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing financial services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Affordable Housing and Commercial Linkage Study** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional financial consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 10, 2025 to May 10, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City

and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **James Edison, Managing Principal; Carlos Villarreal, Principal Consultant; and David Diiorio, Senior Analyst.**

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby **James Edison, Managing Principal**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $3,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident"; or (2) a non-owned auto

endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the

insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to

the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Nine Thousand and Five Hundred Dollars ($29,500)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to

Section 3.1.2, the rate set forth in Exhibit “C” may be adjusted at the time of renewal as set forth in Exhibit “C.”

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such

records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Willdan Financial Services
66 Franklin Street, Suite 300
Oakland, California 94607
ATTN: James Edison, Managing Principal

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: Abel Avalos, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person

or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with legal counsel acceptable to the City), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with legal counsel acceptable to the City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ARTESIA AND WILLDAN FINANCIAL SERVICES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA	**WILLDAN FINANCIAL SERVICES**
By: _____	By: _____
Abel Avalos	
City Manager	Name: _____
	Its: _____
	By: _____
Attest:	Name: _____
	Its: _____
_____	
City Clerk	

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will serve as a Planning Consultant and will work under the City Manager's supervision. The Consultant will work online with communication through emails and digital meetings, and in person for any needed meetings and presentations with regards to the Affordable Housing In-Lieu Fee Study.

Consultant will assist with the completion of the following:

Task 1: Identify and Resolve Policy Issues

- Define project goals, objectives, and management approach.
- Review City documents related to affordable housing, housing supply, and the mixed-use overlay zone.
- Identify and raise potential policy issues for City review and guidance.
- Conduct a project kick-off meeting to discuss data needs and policy direction.
- Deliverables:
    - Information requests
    - Revised project scope and schedule (if applicable)
    - Summary of policy decisions

Task 2: Affordable Housing In-Lieu Fee Analysis

- Analyze the affordable housing in-lieu fee applicable to residential development within the mixed-use overlay zone.
- Calculate the maximum justifiable fee based on:
    - Estimated income of new households
    - Employment generated by new residents
    - Local labor market and wage data
- Estimate the number of new employees and assess the level of housing subsidy required.
- Evaluate existing City incentives or structures for affordable housing provision.
- Consider alternative fee or incentive structures to encourage affordable unit inclusion in new developments.
- Deliverable:
    - Documented analysis in the Final Report

Task 3: Calculate Fees and Prepare Report

- Develop a technically defensible fee schedule assigning costs to individual development projects.
- Prepare draft report tables summarizing assumptions, methodologies, and results.
- Provide the City with draft, administrative draft, and public draft reports for review and feedback.
- Revise and finalize the report based on City and public comments.
- Prepare slide presentation for City Council and public hearing, if required.
- Deliverables:
    - Draft fee tables (initial results)
    - Administrative and public draft reports
    - Final report and presentation materials (if needed)

Task 4: Meetings

- Participate in up to three project meetings, including:
    1. Project kick-off meeting
    2. Review of initial project results
    3. Public hearing for report adoption
- Attend one City Council meeting to present findings.

- Optional: Additional stakeholder or Council meetings upon City request (subject to additional cost).

City staff will cooperate to support the Consultant in completing tasks. Consultant will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Consultant will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the City or a third party.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall complete services between November 10, 2025, and May 10, 2026. All deliverables and meetings described in the proposal shall be completed within this timeline.

EXHIBIT "C"
COMPENSATION

The not-to-exceed amount to complete the Project shall not exceed Twenty-Nine Thousand and Five Hundred Dollars ($29,500).

Please note the following:

- The fee denoted above includes attendance at three in-person meetings. Attendance at more than three in-person meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.

- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report will be classified as Additional Services and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

- The not-to-exceed amount includes all direct expenses associated with the project.

- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

- Optional/Additional Services beyond the listed work plan may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

Hourly Rates

Willdan Financial Services

Hourly Rate Schedule

Position	Team Member	Hourly Rate
Vice President / Director		$310
Managing Principal	James Edison	$300
Principal Consultant	Carlos Villarreal	$270
Senior Project Manager		$250
Project Manager		$210
Senior Project Analyst		$150
Senior Analyst	David Diiorio	$135
Analyst II		$120
Analyst I		$110