City of South Lake Tahoe
City Council and South Tahoe Joint Powers Parking Financing Authority
Meeting Agenda
Tuesday, February 13, 2024 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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Mayor Pro Tem Friedrich will be participating via teleconference from Holiday Inn Express (lobby) 69 Boston St. Boston, MA 02125, a location accessible to the public.

City Council
Cody Bass, Mayor
John Friedrich, Mayor Pro Tem
Cristi Creegan, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us06web.zoom.us/j/82235732687

A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the

"raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is: 822 3573 2687 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Land Acknowledgement

The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Washiw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

Closed Session Report

Roll Call

Public Communications
This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission Reports

Consent Agenda
Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

1. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the January 23, 2024 Regular City Council meeting minutes.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 1 Executive Summary.pdf
01 23 2024 Meeting Minutes.pdf

2. Ratification of Law Enforcement Specialized Unit Grant Application to California Office of Emergency Services for $203,142 for Domestic Violence Programs
Requested Action / Suggested Motions: Pass a Resolution ratifying grant application, authorizing and directing the Mayor to execute the grant agreement, and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2024 in an amount up to $203,142.
Responsible Staff Member(s): Jeff Roberson, Police Lieutenant
Item 2 Executive Summary.pdf
01-Staff_Report_-_CalOES_Grant_2024(3).docx
02-Resolution-CalOES Live Violence Free Grant.docx
03-SLTPD-LVF Operational Agreement 2024.pdf
04-LE23 07 7994 - SUBAWARD.pdf
05-SLTPD - LVF Sole Source 2024.pdf

3. Application to Federal Emergency Management Agency for Assistance to Firefighters Grant
Requested Action / Suggested Motions: Pass a Resolution authorizing the Fire Chief to apply for an Assistance to Firefighters Grant in the amount of $687,245 for Self Contained Breathing Apparatus replacement and upgrade.
Responsible Staff Member(s): Jim Drennan, Fire Chief, and Tom Jones, Engineer
Item 3 Executive Summary.pdf
01 - Staff Report - SCBA Grant.docx
02-Resolution - 2023 SCBA AFG Application.docx

4. Grant of $1,000,000 from California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating California Tahoe Conservancy Grant Funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project in an amount of $1,000,000.
CEQA Determination: The Planning Commission adopted a Mitigated Negative Declaration for the Project on May 9, 2019, and this action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Stan Hill, Engineering Manager, Jason Burke, Complete Streets Program Manager, and Brianna Greenlaw, Associate Civil Engineer
Item 4 Executive Summary.pdf

01-Staff Report - Grant Funding.docx
02-Project Location Map.pdf
03-Resolution-CTC Grant Accept Tahoe Valley Greenbelt Project.docx
04-Res 2023-041 CTC Grant Application.pdf

5. Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding to Tahoe Coalition for the Homeless for Bear's Den Inn Rehabilitation in an Increased Amount Not to Exceed $1,169,124.88
Requested Action / Suggested Motions: 1) Pass a Resolution amending the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response to add an amount not to exceed $1,169,124.88, for a total amount not to exceed $1,674,756.88; and 2) Pass a Motion authorizing and directing the City Manager to execute revised Amendment No. 2 to the Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Coronavirus Response Round 2 & 3, in an amount not to exceed $1,169,124.88.
CEQA Determination: This project is exempt under CEQA Guidelines section 15031 (Existing Facilities).
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 5 Executive Summary.pdf
01 - Staff Report - Amendment CDBG TCH.docx
02-Resolution - CDBG Allocation of Remaining Funding.docx
03-Scope of Remaining Work - Increased Costs Bears Den.pdf
04-Attachments A-I Bids.pdf
05-January 9, 2024 Staff Report.pdf
06-Resolution 2024-005 Amendment to CDBG.pdf
07-Amendment 2 to Subrecipient Agreement with TCH.docx

6. Retired Investigators Guild Donation Authorization
Requested Action / Suggested Motions: Pass a Resolution approving the acceptance of donated volunteer hours in a value potentially exceeding $10,000 from the Retired Investigators Guild for the purposes of providing investigative assistance with cold cases.
Responsible Staff Member(s): Nick Carlquist, Detective Sergeant, and David Stevenson, Chief of Police
Item 6 Executive Summary.pdf
01-Staff Report - Retired Investigators Guild Donation.docx
02-Resolution - Retired Investigators Guild Donation Acceptance.docx
03-MOU with Retired Investigators Guild
04-City Donation Form

Consent- South Tahoe Joint Powers Parking Financing Authority

7. Amendment No. 2 to Agreement with Walker Consultants for the Bellamy Parking Garage Upgrade Project to Add $46,200 and Extend Term to December 2025
Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Mayor to execute Amendment No. 2 to the Agreement with Walker Consultants to add $46,200 for a not-to-exceed contract amount of $246,866, appropriate $46,200 from the Parking Garage Fund Balance for the Bellamy Garage Upgrade Project, and extend the term to December 2025.

CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301 (existing facilities).
Responsible Staff Member(s): Anush Nejad, Director of Public Works, and Jeff Roberson, Operations Lieutenant
Item 7 Executive Summary.pdf
01-Staff Report - Walker Amendment.docx

02 - STJPPA Resolution -Bellamy Parking Garage.docx
03 - C-047-2022 Agreement with Walker Consultants.pdf
04 - C-187-2022 Amendment No. 1 to Walker Consultants.pdf
05 - Amendment No. 2.pdf

Regular-New Business

8. Joint Exercise of Powers Agreement with El Dorado County to establish a Tahoe South Shore Transit Joint Powers Authority

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 8 Executive Summary.pdf
01-Staff Report - EDC Joint Exercise of Power Agreement for Microtransit.docx
02-Resolution - Authorizing JPA Negotiations with EDC.docx

9. Professional Services Agreement with CentralSquare Technologies LLC for Either Hosted (Cloud) or On-Premises Finance System Upgrade
Requested Action / Suggested Motions: City Council may either: 1) Pass Resolution authorizing and directing the City Manager to execute Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise Hosted (Cloud) Software Upgrade for a cost for the first year of $118,606 and subsequent annual cost of $105,906 and Additional General Fund Budget Appropriations of $86,606: or 2) Pass a Resolution authorizing and directing the City Manager to execute Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise On-Premises Software Upgrade for an annual cost of $73,835 and Additional General Fund Budget Appropriations of $41,385.
Responsible Staff Member(s): Olga Tikhomirova, Finance Director
Item 9 Executive Summary.pdf
01-Staff_Report_-_Amendment to Contract with CentralSquare.docx
02-Resolution-Finance Software upgrade Cloud.docx
03- CSLT PSA- CentralSquare Jan 2024 Cloud.pdf
04-Resolution-Finance Software upgrade OnPremises.docx
05 - CSLT PSA- CentralSquare Jan 2024 OnPremises.pdf

10. City Council Assignments to South Lake Tahoe Recreation Facilities Joint Powers Authority
Requested Action / Suggested Motions: Pass a Motion assigning an alternate to the South Lake Tahoe Recreation Facilities Joint Powers Authority.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 10 Executive Summary.pdf
01-Staff Report-Assignments to Commission & Boards.docx
02-2024 City Council Assignments (01 09 2024).pdf

11. City Council Designees to Ameca Sister City Trip
Requested Action / Suggested Motions: Pass a Motion designating two members of City Council to attend an Ameca Sister City Trip, February 28-March 4, 2024, at no cost to the City.
CEQA Determination:
Responsible Staff Member(s): Joseph Irvin, City Manager
Item 11 Executive Summary.pdf
01-Staff_Report_CC Designees to Ameca Sister City Trip.docx

12. Cannabis Community Benefit Fee Revenue Allocation Policy, Grant Program Guidelines, and Application

Requested Action / Suggested Motions: Pass a Motion directing the City Manager to bring back a resolution to update the Cannabis Community Benefit Fee Revenue Allocation Policy, Cannabis Revenues Grant Program Guidelines, and Application.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 12 Executive Summary.pdf
01_-_Staff_Report-CRGP_Guidelines_2024_Discussion.docx
02 - Res 2021-039 Cannabis Fee Boys Girls Club - Cannabis Revenue Allocation Policy.pdf
03 - 2023 CRGP Application Questions.pdf
04 - Financial Policies Granting Funds for Community Benefit.pdf

Agenda Planning Calendar

13. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager
Item 13 Executive Summary.pdf
APC - 02 08 2024.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday February 13, 2024, City Council and South Tahoe Joint Powers Parking Financing Authority was posted and available for review on Thursday, February 8, 2024, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed February 8, 2024 \\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:1

Agenda Item: City Council Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the January 23, 2024 Regular City Council meeting minutes.

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

01 23 2024 Meeting Minutes.pdf

City of South Lake Tahoe
City Council Meeting Minutes
Tuesday, January 23, 2024 at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council member discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us *Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at* http://www.cityofslt.us

Call to Order/ Pledge of Allegiance
At 5:32 p.m. Mayor Bass called the meeting to order. Mayor Bass then led the pledge of allegiance to the flag.

Land Acknowledgement
Mayor Bass read the Washoe Tribe of Nevada and California Land Acknowledgement.

Roll Call
Present were Mayor Bass, Mayor Pro Tem Friedrich, and Councilmembers Creegan, Wallace, and Robbins.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Closed Session Report
None.

Proclamations
1. Issued a Proclamation to Heather Anderson and Chelsea Thomas of Tahoe Youth and Family Services recognizing January 2024 as "National Stalking Awareness Month"

Public Communications
Public Comment was heard from the following people:
1. Steve Teshara, Lake Tahoe South Shore Chamber of Commerce- Vacancy tax, TOT, minimum wage mandate
2. Tom Spencer- Vacancy tax *provided written materials
3. Kenney Curtzweiler- Drugs and alcohol impact on decision-making
4. Louis Pierini- Planning Commission public comment
5. Melissa Soderston, Tahoe Forests Matter- Forest thinning and sawmills *provided written materials
6. Erick Asbury, Owner of South Lake Tahoe Electric- Vacancy Tax, minimum wage mandate
7. Jan McCarthy, Stardust Lodge- TOT,
8. Rich Bodine, Director of Operations, Hotel Azure- TOT, vacancy tax, minimum wage mandate
9. Angie Reagan- Call for ceasefire in Gaza
10. Seth Dallob- Minimum wage mandate, tax increases

11. Gavin Feiger, Lake Tahoe Bicycle Coalition- Thank you to City for clearing the paths and sidewalks
12. Brennan Turion, Owner, Lake Tahoe Pizza Company- Tax increases
13. Natalie Yanish- Tax increases
14. Jerry Bindel, General Manager, Forest Suites Resort- TOT, vacancy tax, minimum wage mandate
15. Duane Wallace, CEO, South Tahoe Chamber of Commerce-Tax increases
16. Tom Davis- Tax increases, vacancy tax
17. Ed Mosur- Vacancy tax,
18. Anonymous- Vacancy tax, minimum wage mandate
19. Stacey Ballard- Zoom accessibility, affordable housing, call for ceasefire in Gaza

Written Public Comments were received from the following people:

1. David Jinkens- Vacancy tax, minimum wage mandate, property transfer tax
2. Eric Alexander- Artificial intelligence impact on the working population
3. John Carlos- Independence from LTVA
4. Ralph Digia- Cell towers
5. Ralph Digia (2)- Cell towers
6. Dan Henson- Minimum wage mandate
7. Gigi Herbert, Tahoe Keys Resort Inc- TOT
8. Peter Norman- Cell towers
9. Emily Post- TRPA and NTRPA operations
10. Walter Pinniped- Councilmember Wallace
11. Shirley Briggs- Cell towers
12. Asa Briggs- Cell towers
13. David Chain- Environmental health
14. Brent Wisner- Cell towers
15. Edith Chase- Cell towers
16. Lionel Hutz- City Attorney Stroud
17. Theo Colborn- Environmental health in nursing
18. Peter Lesgaft- Bioinitative 2012
19. Mike Judge- Tahoe Prosperity Center
20. Granville Fortescue- Tahoe Prosperity Center
21. Granville Fortescue (2)- Land preservation
22. Ernest Coe- Cell towers
23. Dale Martin- Vacancy tax
24. Carol Daum- Vacancy tax

City Commission Reports

None.

Presentations

2. **Geographical Information Systems (GIS) Services Presentation**
   Action: Received and Filed.
   Public Comment was heard from the following person:
   1. Seth Dallob

Consent Agenda

Note: Mayor Bass recused himself from voting on item 4 due to real property interest and item 9 due to financial interest in the cannabis industry.
Action: Moved/Seconded: Wallace/ Friedrich
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed consent agenda with noted recusals.

3. **City Council Meetings**
   Action: Passed **Motion 2024-009** approving the January 9, 2024 Regular City Council meeting minutes.

4. **Annual Accountability Report for Fiscal Year 2022-2023 for the Bijou Area Erosion Control Project, Community Facilities District (CFD2014-1)**
   Action: Received and Filed.

5. **Enterprise License Agreement Extension with Esri**
   Action: Passed **Motion 2024-010** authorizing and directing the Mayor to execute an Enterprise License Agreement extension with Esri (**C-015-2024)** for Geographical Information System software at an annual cost of $28,400 for 3 years for a total of $85,200.

6. **Cost Sharing Cooperative Agreement with Caltrans for US 50 Road Safety Audit**
   Action: Passed **Resolution 2024-010** authorizing and directing the mayor to execute a cost-sharing agreement with Caltrans **(C-016-2024)** for US 50 Road Safety Audit and appropriating $35,000 from the City's General Fund Undesignated Excess Reserves to cover the City's share.

7. **Appropriation of $112,250 for Amended Purchase Price for Zaugg Snow Blowers**
   Action: Passed **Resolution 2024-011** amending the purchase price for two Zaugg Rolba 3000 Snow Blowers **(C-017-2024)** from a total of $1,200,212 to a total of $1,312,460.70 and appropriating $112,250 from Fund 208 Snow Removal Equipment Replacement Available Fund Balance.

8. **Request to Apply to Host a CivicSpark Fellow for 2024-25 and Appropriating Budget**
   Action: Passed **Motion 2024-011** authorizing staff to apply as a site host for the CivicSpark program year 2024-25, and (2) Passed **Resolution 2024-012** appropriating $31,000 from available General Fund Undesignated Excess Reserves.

9. **Amendments to Cannabis Ordinance, Public Safety License Ordinance, and Clean Indoor Air Act Ordinance Allowing On-Site Consumption and Curbside Delivery, and Regarding Medicinal Delivery and Removal of Outdated Provisions Regarding Development Agreements and Existing Medical Marijuana Dispensaries (Second Reading)**
   Action: Passed **ORD 2024-1181** Amending South Lake Tahoe City Code Chapter 6.55, Article X (Cannabis Regulations), Chapter 4.180 (Cannabis Public Safety License Ordinance), and Chapter 4.100 (Clean Indoor Air and Health Protection) to Allow On-Site Consumption at Cannabis Retailers, Allow Curbside Delivery, Remove Outdated Provisions Regarding Development Agreements and Existing Medical Marijuana Dispensaries, and to Comply with Changes in State Law Regarding Smoking in Workplaces.
   Public Comment was heard from the following people:
   1. Helen Neff

<u>Public Hearing</u>

10. **Tentative Map Extension for 3708 Highway 50 Town Homes Tentative Map, File #23-131:**
    Note: Councilmember Robbins recused himself on this item due to real property interest and left the meeting.
    Action: Moved/Seconded: Wallace/Creegan
    Yes: Bass, Friedrich, Creegan, Wallace
    Absent: Robbins
    Action: Passed **Resolution 2024-013** granting a 24-month extension for 3708 Highway 50 Town Homes Tentative Subdivision Map.

Public Comment was heard from the following person:
1. Ed Mosur

At this time, Councilmember Robbins returned to the meeting.

11. **Letter of Public Convenience or Necessity for Pirate's Chest Tahoe LLC, Located at 2435 Venice Drive, Suite 107**
Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed **Resolution 2024-014** approving and authorizing the Planning Manager and Chief of Police to submit a Letter of Public Convenience or Necessity to the California Department of Alcoholic Beverage Control for the issuance of a Type 20 License for the premises at 2435 Venice Dr, Ste.107 (Pirate's Chest Tahoe LLC).

Regular- Unfinished Business

12. **Increased Fines for Vacation Home Rental Citations**
Action: Moved/Seconded: Robbins/Friedrich
Yes: Bass, Friedrich, Creegan, Robbins
No: Wallace
Action: Passed **Resolution 2024-015** increasing fines for Vacation Home Rental citations to $1,500 for the first occurrence, $3,000 for the second occurrence within the year, and $5,000 for subsequent occurrences within the same year.
Public Comment was heard from the following people:
1. Ed Mosur
2. Duane Wallace, South Tahoe Chamber of Commerce

Regular- New Business

13. **Updated Resolution and Citizen Appointments to Boards and Commissions**
Action: Moved/Seconded: Robbins/Friedrich
Yes: Friedrich, Robbins
No: Bass, Creegan, Wallace
Action: Failed **Motion 2024-012** appointing Gavin Feiger and Keith Roberts to two-year terms and Jackson Realo to a one-year term to the Planning Commission.
Action: Moved/Seconded: Robbins/Creegan
Yes: Creegan, Wallace
No: Bass, Friedrich, Robbins
Action: Failed **Motion 2024-013** appointing Keith Roberts and Jackson Realo to two-year terms and Julie Lucksinger to a one-year term to the Planning Commission.
Action: Moved/Seconded: Robbins/Creegan
Yes: Bass, Friedrich, Creegan, Robbins
No: Wallace
Action: Passed **Motion 2024-014** appointing Gavin Feiger and Julie Lucksinger to two-year terms and Jackson Realo to a one-year term on the Planning Commission.
Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed **Motion 2024-015** appointing Amelia Richmond, Jerry Bindel, and David Gregorich to serve two-year terms on the Parks and Recreation Commission.
Action: Moved/Seconded: Wallace/Friedrich
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed **Resolution 2024-016** amending Resolution 2023-013 section 3 for City Commissions, Boards, and Committees; Arts, Culture, and Tourism Commission, to include 5 voting members: one

youth member, one Boys and Girls Club member, and the remainder membership to citizens at large. If a youth member or Boys and Girls Club member do not apply or are not chosen, the positions may be given to citizens at large. Tourist Improvement District or Lodging Association member will continue to be a non-voting representative. The City Clerk will continue to solicit applications for the Arts, Culture, and Tourism Commission; Police Advisory Commission; and, the Building Board of Appeals, and bring this item back February 27, 2024.

Public Comment was heard from the following people:

1. Gavin Feiger
2. Keith Roberts
3. Doug Williams
4. Jackson Realo
5. Julie Lucksinger
6. Amelia Richmond
7. Jerry Bindel
8. David Gregorich
9. Alex Robinson

Agenda Planning Calendar

14. **Agenda Planning Calendar**
    Action: Received and Filed.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Manager Irvin

1. Upcoming Bijou Park connector trail survey

City Clerk Blankenship

1. Recreation Facilities JPA request for an alternate to the committee (Council provided consensus)

Councilmember Reports and Comments

Councilmember Robbins

1. Unable to attend Recreation Facilities JPA
2. May be remote at next City Council meeting

Councilmember Creegan

1. Attended California Tahoe Emergency Services Operations Authority (Cal Tahoe JPA) meeting

Councilmember Wallace

1. Attended California Tahoe Emergency Services Operations Authority (Cal Tahoe JPA) meeting
2. Attended Clean Tahoe board meeting

Mayor Pro Tem Friedrich

1. Attended final day of Flight Deck Bar and Grill, new tenant welcome
2. Attended Tahoe Transportation District meeting

Mayor Bass

1. Charter City Subcommittee postponed pursuing Charter City status for a few years
2. Attended Park Avenue Development Project Plaza Maintenance Association meeting
3. Requested airport signage item (Wallace seconded)

Adjournment

At 8:04 p.m. Mayor Bass adjourned the meeting.

_____ Date: _____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:2

Agenda Item: Ratification of Law Enforcement Specialized Unit Grant Application to California Office of Emergency Services for $203,142 for Domestic Violence Programs

Executive Summary: The South Lake Tahoe Police Department and Live Violence Free (LVF) collectively receive the 2024 CalOES grant, valued at $203,142, to partially fund responses to domestic violence and sexual assault. Funding is distributed to the Police Department, LVF, the Joint Dispatch Center, and covers grant administrative costs.

Requested Action / Suggested Motions: Pass a Resolution ratifying grant application, authorizing and directing the Mayor to execute the grant agreement, and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2024 in an amount up to $203,142.

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff_Report_-_CalOES_Grant_2024(3).docx
02-Resolution-CalOES Live Violence Free Grant.docx
03-SLTPD-LVF Operational Agreement 2024.pdf
04-LE23 07 7994 - SUBAWARD.pdf
05-SLTPD - LVF Sole Source 2024.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: February 13, 2024

Title: Law Enforcement Specialized Unit Grant – Domestic Violence Programs

Location: Citywide

Responsible Staff Member: Jeff Roberson, Police Lieutenant (530) 542-6521

Background:

Since 2003, the South Lake Tahoe Police Department has worked in partnership with Live Violence Free to supplement the investigation of, and response to domestic violence incidents, advocate for involved parties, educate the community and law enforcement on domestic violence issues, and provide counselling services to victims and perpetrators.

The Law Enforcement Specialized Unit program plays a vital role in the Police Department's ability to effectively protect victims of domestic violence and prosecute the offenders. Domestic violence continues to be a significant issue in our community and has devastating long-term effects on victims and families.

For 2024, the South Lake Tahoe Police Department will receive a grant from the California Office of Emergency Services in the amount up to $203,142.00. We have received this grant annually since 2017. This 2024 Law Enforcement Specialized Unit grant will fund $79,566 toward the salary of one SLTPD Detective. The grant award will provide an additional $13,310 to fund overtime expenses for the Joint Dispatch Center for fielding phone calls related to domestic violence. The grant award will also provide $3,000 to fund the Principal Management Analyst hours for completing grant related reports.

Live Violence Free will receive funding from this grant in operational support of Live Violence Free advocates and administrative costs in the amount up to $107,266. Attached is the Sole Source Justification and the Operational Agreement document between South Lake Tahoe Police Department and Live Violence Free.

The City of South Lake Tahoe would continue to pay salary and benefits for the Detective as a match to the grant in the amount up to $67,714.

The operational period for this specific grant funding cycle is January 1, 2024 through December 31, 2024.

Issue and Discussion:

This item is before the City Council is to ratify the grant application, execute the subrecipient award, and authorize acceptance of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department / Live Violence Free Law Enforcement Specialized Unit grant for calendar year 2024 in the amount up to $203,142.

Financial Implications:

There will be no impact to the General Fund. This is a reimbursement grant that would be administered by the City of South Lake Tahoe. Upon award and funding, the budget will be loaded as follows:

Account # 238 02110

Revenue:		
33221	$203,142	
Expenses:		
41040	$13,310	(Dispatch Overtime)
42010	$107,266	(Live Violence Free Services)
50001	$82,566	(Operating transfer out to General Fund for City of South Lake Tahoe staff, with $79,567 toward the Domestic Violence detective and $3000 towards the Principal Management Analyst staff time hours)

Environmental Considerations:

Not a project: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications:

The approval and receipt of this grant supports Strategic Priority 5.1 Public Safety, Action Item 1) Ensure Police, fire, and snow removal operations receive adequate funding to provide exceptional service to our community.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

February 13, 2024

Authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2024 in an amount up to $203,142

BACKGROUND

A. The City of South Lake Tahoe and Live Violence Free are committed to maintain the Domestic Violence Response Team (DVRT) in support of victims and families of domestic violence, and

B. The City of South Lake Tahoe in partnership with Live Violence Free has applied for, and been awarded, a grant through the California Office of Emergency Services in the amount up to $203,142 in support of the DVRT program for calendar year 2024, and

C. Live Violence Free is the only provider of on call domestic and sexual assault victim advocacy, counseling, and professional services in the area. LVF provides extensive crisis intervention and counseling services that directly benefit the health and well-being of our victims, their families, and community families while working cooperatively with the Police Department to identify those needs.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe hereby:

1. Ratifies the SLTPD/LVF Law Enforcement Specialized Unit grant application.
2. Authorizes and directs the Mayor to execute the subrecipient award agreement attached hereto as Exhibit “A”.
3. Approved and authorizes the grant award, and upon funding by Cal OES authorizes the Chief of Police to coordinate with the Finance Department to load the budget as follows:

   Account # 238 02110

Revenue Account:	33221	$203,142	
Expenses Account:	41040	$ 13,310	(Dispatch / Police Officer Overtime)
	42010	$107,266	(Live Violence Free Services)
	50001	$ 82,566	(Operating transfer out to General Fund for

City of South Lake Tahoe staff
(PD/Finance))

4. Approves the sole source request for Live Violence Free to provide domestic violence and sexual assault services for an amount not to exceed $107,266.

Adopted by the City of South Lake Tahoe City Council on February 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signatures certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

OPERATIONAL AGREEMENT: January 1, 2024- December 31, 2024

This Operational Agreement stands as evidence that Live Violence Free and the South Lake Tahoe Police Department (SLTPD) intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence and sexual assault in South Lake Tahoe. To this end, each agency agrees to participate in the program by coordinating/ providing the following services:

SLTPD agrees to:

1) Call upon Live Violence Free advocates by calling the 24-Hour Crisis Line at 530-544-4444 or the business line at 530-544-2118 for LVF to provide emergency response and victim support during sexual assault or domestic violence interviews;
2) Refer adult and child victims of sexual assault or domestic violence to Live Violence Free;
3) Provide transportation of victims from the crime scene to a safe location and provide civil standby upon request;
4) Participate in quarterly Eastern El Dorado Sexual Assault Response Team (SART) meetings and quarterly Eastern El Dorado Domestic Violence Response Team (DVRT) meetings;
5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support as needed;
7) Meet regularly with Live Violence Free staff as needed; and
8) Engage in cross training with Live Violence Free staff, as needed.

Live Violence Free agrees to:

I) Provide advocacy, accompaniment, and supportive services for victims of domestic violence and sexual assault:
2) Provide emergency response and victim support during sexual assault or domestic violence interviews;
3) Call upon SLTPD to perform sexual assault or domestic violence interviews and civil standby. as needed;
4) Coordinate and participate in Eastern El Dorado County SART meetings and Eastern El Dorado County DVRT meetings;
5) Meet regularly with SLTPD staff and officers, as needed; and
6) Engage in cross training with SL TPD staff and officers, as needed.

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Chelcee Thomas, Executive Director
Live Violence Free

David Stevenson, Chief of Police
South Lake Tahoe Police Department

January 8, 2024

Jeffrey Roberson
Lieutenant
South Lake Tahoe, City of - Police Department
1352 Johnson Boulevard
South Lake Tahoe, CA 96150-8200

Subject: **Grant Subaward Application Approval**
Law Enforcement Specialized Units Program
Grant Subaward #: LE23 07 7994

Dear Jeffrey Roberson:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of $203,142, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Elizabeth Wilder, at Elizabeth.Wilder@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

DocuSign Envelope ID: 2F144307-EC33-4387-B4E9-2344E568E4AB

SPECIAL CONDITION

Grant Subaward No. LE23 07 7994 is hereby approved with the following condition:

- The 2023 STOP funds in the amount of $203,142 cannot be expended until Cal OES has access to funds through the applicable FY2023-24 Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

DocuSign Envelope ID: 2F144307-EC33-4387-B4E9-2344E568E4AB

(Cal OES Use Only)

Cal OES #	017-73108-04	FIPS #	017-73108	VS#		Subaward #	LE23 07 7994

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

SMc TL

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** City of South Lake Tahoe — **1a. UEI#:** FG8YLL3CQ3J1

TL 2. **Implementing Agency:** City of South Lake Tahoe Police Department — **2a. UEI#:** FG8YLL3CQ3J1

3. **Implementing Agency Address:** 1352 Johnson Blvd. (Street) | South Lake Tahoe (City) | 96150-8200 (Zip+4)

4. **Location of Project:** South Lake Tahoe (City) | El Dorado County (County) | 96150-8200 (Zip+4)

5. **Disaster/Program Title:** LE - Law Enforcement Specialized Units Program — **6. Performance/ Budget Period:** 1/1/2024 (Start Date) to 12/31/2024 (End Date)

7. **Indirect Cost Rate:** 10% de minimis — **Federally Approved ICR** (if applicable): ____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	STOP		$203,142		$67,714		$67,714	$270,856
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		$203,142	$203,142	$67,714		$67,714	$270,856

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: David Stevenson — Title: Chief of Police

Payment Mailing Address: 1901 Lisa Maloff Way, Suite 210 — City: South Lake Tahoe — Zip Code+4: 96150-7167

Signature: [signature] — Date: 11/14/23

16. **Federal Employer ID Number:** 941610868

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by: Mary Rucker — 1/5/2024
(Cal OES Fiscal Officer) (Date)
9A8D0B66E248485...

DocuSigned by: Heather Carlson — 1/5/2024
(Cal OES Director or Designee) (Date)
1476AD62C0BED40...

ENY: 2023-24 Chapter: 12 SL: 18413
Item: 0690-102-0890 Pgm: 0385
FAIN #: 15JOVW-23GG-00561-STOP 07/01/23-06/30/25
Fund: Federal Trust Fund AL#: 16.588
Program: Law Enforcement Specialized Units Program
Match Req.: 25%, C/IK based on TPC
Project ID: OES23STOP000012
SC: 2023-18413 Amount: $203,142

Received by CalOES, Lorna Allen
Mai Log#: 228997, Wednesday,October 25 2023

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Nancy Ward, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 (phone)

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2023	Violence Against Women Act (STOP) / 16.588	Office of Violence Against Women	$16,562,077	$14,905,869

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     Law Enforcement Specialized Units Program (LE)

   - Project Description:

   The purpose of the Program is to create or enhance specialized units to provide a coordinated response to victims/survivors of domestic violence and their children.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant?
     Yes ☐ No ☒

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: LE23 07 7994 CW

Subrecipient: City of South Lake Tahoe

1. **Grant Subaward Director**:
   Name: Jeffery Roberson Title: Lieutenant
   Telephone #: (530) 542-6521 Email Address: jroberson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

2. **Financial Officer**:
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

3. **Programmatic Point of Contact**:
   Name: Jason Nixon Title: Police Detective
   Telephone #: (530) 542-6138 Email Address: jnixon@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

4. **Financial Point of Contact**:
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Joseph Irvin Title: City Manager
   Telephone #: (530) 542-6043 Email Address: jirvin@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150-7167

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: LE23 07 7994 @

Subrecipient: City of South Lake Tahoe

TL Implementing Agency: City of South Lake Tahoe Police Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Jeffery Roberson, Lieutenant

Signature: _____

Date: 10/11/2023

Financial Officer:

Printed Name: Lori Marino, Principal Management Analyst

Signature: Lori Marino Digitally signed by Lori Marino Date: 2023.10.11 14:29:38 -07'00'

Date: 10/11/2023

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: Jason Nixon, Police Detective

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: O. Tikhomirova

Printed Name: Olga Tikhomirova, Finance Director

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of South Lake Tahoe

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Law Enforcement Specialized Units Program	LE23 07 7994	01/01/2024 - 12/31/2024
2			
3			
4			
5			
6			

I, David Stevenson (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____
Official Designee's Typed Name: David Stevenson
Official Designee's Title: Chief of Police
Date Executed: 10/12/2023

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☑ City Manager
- ☐ County Manager
- ☐ Governing Board Chair

Signature: _____ 10/19/2023
Typed Name: Joseph Irvin
Title: City Manager
Date Executed: 10/12/2023

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Federal Fund Grant Subaward Assurances
STOP Violence Against Women Formula Grant Program

Subrecipient: City of South Lake Tahoe

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Law Enforcement Specialized Units Program	LE23 07 7994	01/01/2024 - 12/31/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending $750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends $750,000 or more in federal funds annually.

☐ Subrecipient does not expend $750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The Subrecipient (and any Second-Tier Subrecipient) agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance apply to this Grant Subaward.

The Subrecipient (and any Second-Tier Subrecipient) also agrees that all financial records pertinent to this Grant Subaward, including the general accounting ledger and all supporting documents, are subject to Cal OES's review throughout the life of

the Grant Subaward, during the close-out process, and for seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and any other pertinent records indicated at 2 C.F.R. 200.334.

3. Requirements Related to System for Award Management and Unique Entity Identifiers

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the current information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier assigned by SAM.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (as defined in OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or

- Use or operate a "Federal information system" (as defined in OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW authority to terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

6. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

7. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

8. OVW Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OVW Training Guiding Principle for Grantee and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

9. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by OVW during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

13. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Subrecipients (or any Second-Tier Subrecipients) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

15. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

   1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written

notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

18. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Compliance with Statutory and Regulatory Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

20. VAWA 2013 Nondiscrimination Condition

Subrecipients (and any Second-Tier Subrecipients) acknowledge that 34 U.S.C. 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient (and any Second-Tier Subrecipient) agrees that it will comply with this provision.

21. Misuse of Award Funds

Subrecipients (and any Second-Tier Subrecipients) understand and agree that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

22. Confidentiality and Information Sharing

Subrecipients (and any Second-Tier Subrecipients) agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of

compliance, such as policies and procedures for release of victim information. Subrecipients (and any Second-Tier Subrecipients) also agree to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees.

23. Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

Subrecipients (and any Second-Tier Subrecipients) agree that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

24. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

Subrecipients (and any Second-Tier Subrecipients) must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

25. Performance Progress Reports and Final Report Submission

Subrecipients agree to provide Cal OES with specific information regarding Grant Subawards. Subrecipients agree to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each Grant Subaward made; and d) such other

information as OVW may prescribe. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding under this award.

26. Publications Disclaimer for STOP Formula Subrecipients

Subrecipients (and any Second-Tier Subrecipients) agree that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. LE23 07 7994 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

27. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), Subrecipients (and any Second-Tier Subrecipients) may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant Subaward. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient (and any Second-Tier Subrecipient), of this Grant Subaward, for federal purposes, and to authorize others to do so.

In addition, Subrecipients (and any Second-Tier Subrecipients or contractors) must obtain advance written approval from Cal OES, and must comply with all conditions specified by Cal OES in connection with that approval, before: 1) using Grant Subaward funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant Subaward.

It is the responsibility of Subrecipients (and any Second-Tier Subrecipients, contractors, or subcontractors as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

28. Ongoing Compliance with Statutory Certifications

Subrecipients (and any Second-Tier Subrecipients) agree that compliance with the statutory certification requirements is an ongoing responsibility during the Grant Subaward period and that, at a minimum, a hold may be placed on the

Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

29. Requirements for Subrecipients Providing Legal Assistance

Subrecipients (and any Second-Tier Subrecipients) agree that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of Subrecipients (and any Second-Tier Subrecipients).

a. The legal assistance eligibility requirements are:

1) any person providing legal assistance through a program funded under this grant program

a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a); and

c) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4) Subrecipients' (and any Second-Tier Subrecipients') organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or

child sexual abuse is an issue. Subrecipients also agree to ensure that any Second-Tier Subrecipient will comply with this condition.

30. Federal Funding Accounting and Transparency Act (FFATA)

Yes	No	
☐	☒	Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal year?
☐	☐	If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
☐	☐	If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: David Stevenson

Official Designee's Title: Chief of Police

Date Executed: 10/12/2023

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			**LE23 07 7994**
A. Personnel Costs - Line-item description and calculation	**STOP 2023**	**STOP 2023 Match**	**Total Amount Allocated**
City of South Lake Tahoe Domestic Violence Response Team **Detective Salaries:** 1 full time Detective assigned to DVRT Progam Regular Salary @ $47.37 hr/ 2080 hours = $98,529.60 Holiday Pay (Salary x 4.62%) $4,552.07 ICI Pay (5% x total salary) $4,926.48 Detective Pay 5% (Salary x 5%) $4,926.48 Uniform Allowance $1,000.00 annually Section125 $57.69 x 26 $1,499.94 Total Salary & Incentives: $115,434.57 (Only charging **$79,567** grant funds/**$19,143** match)	$79,566	$19,143	$98,709
Detective Benefits Workers' Comp (Salary & Incent x 15%) $17,315.19 Health, life, survivor benefits $24,703.18 annually City PERS (Salary+incent x 21%) $24,241.26 Vision/ Dental ($166.66 monthly) $1,999.92 Medicare (salary+incent x 1.45%) $1,673.80 SUI (salary+incet x 0.5%) $577.17 Total Benefits: $70,510.52 (Only charging **$48,571** match)		$48,571	$48,571
Overtime for SLT Dispatch Approx. 242 hrs @ $55.00/hr OT rate- crisis coverage	$13,310		$13,310
Principal Management Analyst Approx. 43.29 hrs @ $69.31 /hr- Grant Management Total Salary & Incentives: $113,041.66; Total Benefits $31,116.59. Total Salary and Benefits $144,158.25 Fully Burdened Rate: $69.31	$3,000		$3,000
Personnel Costs Fund Source Totals	$95,876	$67,714	$163,590
PERSONNEL COSTS CATEGORY TOTAL			$163,590

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: City of South Lake Tahoe	Subaward #:LE23 07 7994		
B. Operating Costs - Line-item description and calculation	**STOP 2023**	**STOP 2023 Match**	**Total Amount Allocated**
Executive Director @ 0.03 FTE			
Responsible for overall agency/project operations including high level management. Provides direct supervision to Director of Operations/Client Services, Director of Administration/Grants, and Director of Development/Outreach and all contractors. Coordinates community partnerships and participates in multi-agency collaborations. Provides direct services as needed.			
$8,590 x 6 months x 0.03 FTE	$1,546		$1,546
$9,020 x 6 months x 0.03 FTE	$1,624		$1,624
Director of Administration & Grants @ 0.03 FTE			
Responsible for all fiscal and programmatic aspects of the project, including budget development and compliance, modifications, financial reports, high-level grants management, and monitors grant data. Supervises the Grants & Fiscal Specialist. Collaborates with the contracted Certified Public Accountant and acts as a liaison between CPA and agency.			
$7,333 x 6 months x 0.03 FTE	$1,320		$1,320
$7,700 x 6 months x 0.03 FTE	$1,386		$1,386
Grants & Fiscal Specialist @ 0.03 FTE			
Provides grant management by completing grant applications, general grants management, and completing reports. Supports payroll, accounts payable, and accounts receivable. Supports the Director of Administration & Grants.			
$4,160 x 6 months x 0.03 FTE	$749		$749
$4,368 x 6 months x 0.03 FTE	$786		$786
Director of Operations & Client Services @ 0.03 FTE			
Responsible for day-to-day operations and service provisions. Responsible to track and meet all program goals and objectives. Provides supervision of Advocacy Coordinator, Victim Advocates, Therapy Coordinator, and Therapist.			
$7,961 x 6 months x 0.03 FTE	$1,433		$1,433

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: City of South Lake Tahoe	**Subaward #:LE23 07 7994**		
B. Operating Costs - Line-item description and calculation	**STOP 2023**	**STOP 2023 Match**	**Total Amount Allocated**
$8,359 x 6 months x 0.03 FTE	$1,505		$1,505
Bilingual Advocacy Coordinator @ 0.5 FTE			
Coordinates with victim advocates and Therapy Coordinator to carry out the Unserved/Underserved program. Also, Provides direct services for victims including advocacy, peer counseling, crisis intervention, emergency assistance, referrals, and supportive services.			
$5,373 x 6 months x 0.5 FTE	$16,119		$16,119
$5,642 x 6 months x 0.5 FTE	$16,926		$16,926
Bilingual Victim Advocate @ 0.5 FTE			
Provides direct services for victims including advocacy, peer counseling, crisis intervention, emergency assistance, referrals, and supportive services.			
$3,958 x 6 months x 0.5 FTE	$11,874		$11,874
$4,156 x 6 months x 0.5 FTE	$12,468		$12,468
Crisis Line Advocates			
Rate is blended and includes on-call stipend plus actual call outs, dependent on number of calls received. $65/weekday, $85/weekend, $125/holiday.			
$2,667 x 12 months x 5% budget	$1,600		$1,600
Employee Benefits			
Calculated at 40% of annual wages of $67,736 Includes FICA, SUI, Worker's Compensation, Medical, Dental, Vision, Long Term Disability, and Retirement for full-time employees.	$27,094		$27,094
Professional Fees			
CPA - share of Certified Public Accountant's direct expenses for grant-specific financial tracking and reports			
285 hours x $60 per hour x 5%	$855		$855
Mileage			

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: City of South Lake Tahoe	Subaward #:LE23 07 7994		
B. Operating Costs - Line-item description and calculation	**STOP 2023**	**STOP 2023 Match**	**Total Amount Allocated**
Transportation to meet and accompany victims of domestic violence, sexual assault, child abuse, and stalking. Day-to-day mileage for project staff to provide community outreach, food/clothing distributions, and attend court hearings.			
368 miles x $0.625 per mile	$230		$230
✓ **Indirect Costs**			
Using de Minimis indirect cost rate of 10%			
Used to cover overhead costs including recruitment, communications, copying/printing, dues/fees/subscriptions/memberships, insurance, janitorial, maintenance/repairs, office expenses, postage, utilities, and training.			
Total award ($107,266 - distoritng costs of office rent $0, and indirect $9,751) = $97,515 x 10% - $9,751	$9,751		$9,751
Operating Costs Fund Source Totals	$107,266		$107,266
OPERATING COSTS CATEGORY TOTAL			$107,266

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of South Lake Tahoe			Subaward#: LE23 07 7994
C. Equipment Costs - Line-item description and calculation	**STOP 2023**	**STOP 2023 Match**	**Total Amount Allocated**
Equipment Costs Fund Source Totals			
EQUIPMENT COSTS CATEGORY TOTAL			

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	**STOP 2023**	**STOP 2023 Match**	**Total Project Cost**
Fund Source Totals	**$203,142**	**$67,714**	**$270,856**

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Budget Summary Report

LE23 Law Enforcement Specialized Units Program	**Subaward#: LE23 07 7994**
South Lake Tahoe, City of	**Subaward Period: 01/01/24 - 12/31/24**
Law Enforcement Specialized Units Program	**Latest Request:**

A Personnel Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	95,876	0	95,876	0	95,876
L	23STOP	67,714	0	67,714	0	67,714
Total A Personnel Services - Salaries/Employee Benefits		***163,590***	***0***	***163,590***	***0***	***163,590***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	107,266	0	107,266	0	107,266
L	23STOP	0	0	0	0	0
Total B. Operating Expenses		***107,266***	***0***	***107,266***	***0***	***107,266***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	23STOP	0	0	0	0	0
L	23STOP	0	0	0	0	0
Total C. Equipment		***0***	***0***	***0***	***0***	***0***

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Budget Summary Report

LE23 Law Enforcement Specialized Units Program

Subaward#: LE23 07 7994

South Lake Tahoe, City of

Subaward Period: 01/01/24 - 12/31/24

Law Enforcement Specialized Units Program

Latest Request:

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**67,714**	**0**	**0**	**0**	**67,714**
Total Funded:	**203,142**	**0**	**203,142**	**0**	**203,142**
Total Project Cost:	**270,856**	**0**	**270,856**	**0**	**270,856**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

The Personnel section of the Budget Detail Worksheet included in this application reflects the salaries associated with the Detective overseeing the Domestic Violence Response Team, overtime for South Lake Tahoe Dispatchers to respond and serve Domestic Violence victims and reporting parties, and Grant Administration for Finance staff to prepare and submit quarterly reimbursement requests, provide compliance management, and review expenses associated with Live Violence Free as the Partnering Agency.

The South Lake Tahoe Police Department (SLTPD) has assigned 1 full time Detective position in collaboration with Live Violence Free (LVF) to create the Domestic Violence Response Team (DVRT) to assist victims of domestic violence within the Tahoe Basin. Jason Nixon will be the assigned Detective working with Live Violence Free. Cost for salary and incentives are $115,434.57 and benefits are $70,510.52 with a total cost for this position at $185,945 annually. Approximately 69% of the salary will be charged to the grant in the amount not to exceed $79,566 as well as 17% of the salary being used as match in an amount of $19,143. Approximately 69% of the Detective benefits paid by the City of South Lake Tahoe will also be used as match in the amount of $48,571.

Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

Police Officer / Detective --Jason Nixon

	Amount per year	
Salary:		
Regular hourly rate @ $47.37	$	98,529.60
Holiday Pay 4.62%	$	4,552.07
Detective Pay 5%	$	4,926.48
Section125 $57.69	$	1,499.94
ICI Pay 5%	$	4,926.48
Uniform Allowance	$	1,000.00
Total Salary and Incentives	$	115,434.57
Benefits:		
Workers' Compensation 15%	$	17,315.19
Health	$	24,526.00
Vision ($25.50/monthly)	$	306.00
Dental ($141.16 monthly)	$	1,693.92
Life ($12.75 monthly)	$	153.00
Survivors Benefits	$	24.18
City PERS 21%	$	24,241.26
Medicare 1.45%	$	1,673.80
SUI 0.5%	$	577.17
Total Benefits	$	70,510.52
Total Salary and Benefits per year	**$**	**185,945.09**
Fully Burdened rate (total / 2080 hours	**$**	**89.40**

Due to the overwhelming need to respond to domestic violence incidences within the city; SLTPD Dispatchers provide 9-1-1 services to respond and serve the numerous calls from victims and reporting parties. An estimated 242 hours of overtime will be billed to the grant at an estimated rate of $55.00 per hour, not

Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

to exceed $13,310 during the term of the grant agreement. The Principal Management Analyst in the Finance Department is responsible for all fiscal aspects related to the project and the grant including budget oversight, fiscal reporting, and compliance management. Lori Marino has over 23 years of experience in the Finance Department managing a multitude of grants totaling well over 40 million dollars in annual funding. Lori will bill the grant at a fully burdened hourly rate of $82.16 per hour based on actual time worked, not to exceed $3,000.

Principal Management Analyst - L. Marino

Total Salary and Incentives 10/1/23-09/30/24

	Amount per year
Salary:	
Regular hourly rate @ step 3 @ $53.58	$ 111,446.40
Education Incentive 1.5%	$ 1,671.70
Longevity Pay 5%	$ 5,572.32
Total Salary and Incentives	$ 118,690.42
Benefits:	
Workers' Compensation 6.5%	$ 7,714.88
Health opt out provision	$ 25,158.84
Life Insurance	$ 94.20
Dental	$ 1,693.92
Vision	$ 306.00
Survivors Benefits	$ 24.18
City PERS 10.149%	$ 12,045.89
Long Term Disability .75%	$ 890.18
Medicare 1.45%	$ 1,721.01
SUI .05%	$ 59.35
457 Match $96.15 @ 26 pay periods	$ 2,499.90
Total Benefits	$ 52,208.34
Benefit Rate:	44%
Total Salary and Benefits per year	$ 170,898.76
Fully Burdened rate (total / 2080 hours)	**$ 82.16**

Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

The Operational Expense section of the Budget Proposal outlines the salary, benefits, and direct operating costs from the subcontractor, Live Violence Free (LVF). Under this agreement, most of the funds are used to employ two Bilingual Victim Advocates at .50 FTE each for the twelve months of the grant period. These positions will serve as the point of contact person to the SLTPD detective and the victims. They are also committed to providing immediate and long-term victim support. The Victim Advocates can provide victims and the SLTPD with services in English and Spanish. In addition to funding these positions, funds have been delegated to support LVF's Executive Director, Director of Administrations and Grants, Grants and Administration Specialist, Fiscal and Administration Specialist, and Director of Operations and Client Services. The Executive Director supervises LVF's involvement in the project. The Director of Operations and Client Services is responsible for supervision of the advocates and providing support and direction to the staff. The Director of Administration and Grants as well as the Grants and Administration Specialist will provide the daily administrative implementation oversight for the grant and will be responsible for compiling all financial and program progress reports. The Fiscal and Administration Specialist is responsible for LVF's payroll and supports accounts payable. Funds have also been allocated for a percentage of the

Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

subcontractor's Professional Fees for a CPA as well as direct costs of program supplies and client care to support emergency client needs, including but not limited to home furnishings, moving expenses, utility/telephone/internet assistance, childcare, transportation, security equipment, car alarms, locksmith, fuel, food/gas/clothing gift cards, cell phone minutes, cell phone equipment, PO boxes, personal care, and car maintenance/repairs. LVF is opting to use the De Minimis Indirect Cost Rate of 10% to cover overhead costs, including recruitment, communications, copying/printing, dues, fees, subscriptions, memberships, insurance, janitorial, maintenance/repairs, office expenses, postage, utilities, and training.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 7994 ew

Subrecipient: City of South Lake Tahoe

Problem Statement

The South Lake Tahoe Police Department (SLTPD) has a long-standing and integrated partnership with South Lake Tahoe's only domestic violence agency, Live Violence Free (LVF). The partnership is essential to assisting survivors of domestic violence (DV) and sexual assault (SA) with critical services aimed at reducing the impacts of abuse within the community. Since the formation of LVF in 1977, SLTPD has maintained a close relationship with the agency and has collaborated with LVF's staff to provide survivors of intimate partner violence with court advocacy, shelter, assistance with Temporary Restraining Orders (TROs), counseling services for survivors and their children, a 24-hour crisis call center, support through related court proceedings, and many additional support services. The collaboration between SLTPD and LVF has further developed over the past 18 years since the Domestic Violence Response Team (DVRT) was formed to address the growing need for a multi-agency response to the increasing incidences of DV and SA in the South Lake Tahoe Community.

The continuation and expansion of collaborative efforts between SLTPD and LVF is crucial to effectively serve the unique challenges faced by the community of South Lake Tahoe. A local community needs assessment

conducted by Barton Hospital in 2021 reported 22.1% of SLT residents have been a victim of intimate partner violence compared with a national average of 13.7%. The Center for Disease Control identifies several risk factors for domestic violence which include low income, low academic achievement, substance use, and unemployment. According to the U.S. Census Bureau, 15.5% of SLT residents are living below poverty compared with 11.8% nationally, and the median income of a household in SLT is $41,380 compared to the California medium income of $71,228. While the national unemployment rate is currently 3.6%, the unemployment rate of South Lake Tahoe is a staggering high rate of 9.5%.

Strengthening the existing protocol for coordinated responses is fundamental for victims and their children to receive advocacy and resources that can greatly support them after DV incidences. Detectives provide information regarding LVF's services to victims and 24-hour access to a DV advocate upon the victim's request. Additionally, LVF is notified of all DV reports and given contact information of the victims so the Victim Witness Court advocates can follow up after the incident to ensure they receive desired DV services. Victims and their children are given access not only to advocacy but

are offered legal assistance through LVF which helps to keep DV survivors and their children together and safe from future harm.

Major highlights of the DVRT program are that it provides a coordinated response, increased advocacy for victims, consistent protocols for emergency responders, and more interagency accountability. All domestic violence case follow-up requests or evidence requests from the District Attorney's Office are sent to the SLTPD DV Detective for review. The DV detective will attempt to locate evidence from a variety of sources including surveillance video, photographs, and other trace evidence. The detective will meet with LVF Advocates, CPS, victim/witness advocates, and other agencies to ensure victims are receiving services. SLTPD enters Emergency Protective Orders (EPOs), proof of service the restraining order was served, and any violations of the restraining order into the California Law Enforcement Telecommunications System (CLETS) to enhance coordination of information with other agencies and assist in the protection of victims and their families.

Due to the extreme vulnerability of SLT and the high rate of DV, it is imperative the SLTPD continues to collaborate with LVF in a meaningful and productive way. During the next fiscal year, the two organizations seek to

improve and expand their partnership to include more impactful, subject-specific trainings for the area's DV first responders. Using feedback from first responder focus groups, SLTPD and LVF will provide DV trainings that are subject subject-specific to create a significant training experience for officers. Training will assist officers with difficult DV situations and in identifying the primary aggressor.

SLTPD and LVF seek to continue to strengthen the coordination of services between the two agencies and to constantly enforce policy that ensures accountability and a consistent response to victims of domestic violence. One of the successes of the current DVRT program is its protocol for consistent responses to violations of protection orders in the community. When an order is violated, SLTPD dispatches an officer immediately and notifies LVF of the protection order violation. While SLTPD takes the lead to ensure the victim's safety, LVF is then able to follow up with the victim(s) to provide services including peer counseling and support. This consistent response and protocol for coordination is of great importance to ensure the safety and well-being of victims.

Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 7994 ew

Subrecipient: City of South Lake Tahoe

Plan and Implementation

South Lake Tahoe Police Department (SLTPD) plans to continue meeting the Cal OES Law Enforcement Grant Program Components through the continuation and strengthening of the current DVRT program. Presently, SLTPD contracts with the only local Cal OES-funded Domestic Violence Assistance Program and Rape Crisis Program, Live Violence Free (LVF), through an active Operational Agreement which provides for 1.0 full-time equivalent (FTE) Domestic Violence Counselor, which is provided through two Victim Witness Court advocates.

The identified staff that account for the 1.0 FTE provide immediate, in-person response for advocacy on a 24-hour basis. Additionally, LVF staff provide resource and outreach material to SLTPD that is relevant for first responders, will assist with DV protocols, and serves as a way for developing and initiating interagency accountability. There is a space reserved specifically for the Victim Witness Court Advocates at the SLTPD to work on-premises as needed to assist victims of domestic violence and to provide advocacy when requested.

Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 7994 ew

Subrecipient: City of South Lake Tahoe

The DVRT program project supported by Cal OES LE funding also provides for one FTE investigator with the SLTPD who is specifically assigned to the program. Detective Jason Nixon has been assigned as the DVRT detective for the current grant cycle and will remain in this position through 2024. Jason has a California Post certificate since 2018 and received his Robert Presley Institute of Criminal Investigations certificate in April 2023. With over 6 years of law enforcement experience, Jason has investigated or assisted in nearly 100 domestic violence cases. He's received regular training in the detection, investigation, and documentation of DV cases from LVF, El Dorado County DA's Office and various law enforcement agencies. He has a strong relationship with Live Violence Free and has worked closely with their staff to ensure interagency collaboration and an effective coordinated response to SLTPD domestic violence calls. He continues to be an effective liaison between the two agencies.

SLTPD's current DV training plan provides four quarterly training sessions for SLTPD officers. Through the next year, SLTPD and LVF anticipate strengthening these trainings by arranging for a law enforcement focus group to identify the challenges of officers when responding to DV calls. The two agencies will then

incorporate the identified challenges into the provided trainings to create increased learning opportunities and valuable tools for officers to utilize.

Currently, when a domestic violence call is made, the 9-1-1 dispatcher deploys two law enforcement officers to respond to the scene. Once on scene, they work quickly to stabilize the situation by separating the parties and addressing medical needs, identifying any weapons, and accounting for all persons involved. After stabilization, law enforcement begins the investigative process which includes conducting victim interviews with detailed accounts of the crime, treating the physical space as a crime scene while collecting vital evidence, photographing and documenting injuries, noting children who were present during the incident and who may have witnessed the crime, taping statements when possible, and providing comprehensive crime reports that can be effectively used later in court proceedings. Law enforcement is trained to explain LVF's services and to offer the victim an advocate on-site. If an advocate is requested, the officer can reach an LVF advocate 24 hours a day via LVF's crisis line, and the advocate can be present in person at the site immediately.

Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 7994 ew

Subrecipient: City of South Lake Tahoe

All domestic violence calls requiring police response are reported to the DVRT Detective within 48 hours, and during this time an advocate at LVF is also notified. If advocate contact has not yet been established with the victim, the Victim Witness Court advocate attempts to contact the victim in person or via phone. Within 72 hours of the incident, the advocate (and the Detective, in high-risk cases) will have attempted contact with the victim. Furthermore, the advocate continues to attempt contact at a minimum of once a day over the next three days. Once contact is established, the advocate explains LVF services, including shelter, counseling, legal services, accompaniment to court proceedings, and safety planning along with additional community resource information including the Victim/Witness Assistance Program.

All violations of domestic violence protection orders are treated very seriously with the SLTPD, and when a violation is reported, an officer is dispatched to the scene to take a full report. All violations are then reported to the advocate. The advocate attempts to contact the victim to follow up with them and their children and offer services to support their safety and well-being.

These routine protocols have developed into an integrated and sustainable part of SLTPD's response to domestic violence calls to best serve and

protect DV victims and their children. The DVRT Detective, SLTPD Sergeant/ Lieutenant, and LVF have an ongoing working relationship with open dialogue between the two agencies. Representatives from both agencies meet often to discuss successful strategies to address concerns and diffuse issues or complications.

Capabilities

SLTPD has extensive experience providing training to patrol officers/first responders and to other relevant department personnel since its formation in 1967. Formal training in the area of domestic violence became more readily available to first responders in 2005 with the creation of the DVRT program, and it continues to be a vital and useful training for first responders today. Through communication and interagency collaboration between SLTPD and LVF, the DV training continues to be updated in accordance with today's best evidence-based practices to keep first responders prepared with the latest tools. Detective Nixon will organize the training and has extensive experience with domestic violence issues in the community and utilizes current evidence-informed domestic violence training techniques. Furthermore, Live Violence Free (LVF) provides extensive 40-hour domestic violence and 40-hour sexual assault

training to all LVF advocates, in accordance with California Evidence Code Sections 1035-1036.2 and 1037-1037.8. Advocates are also required to receive 12 hours of continuing education each year in the areas of domestic violence, sexual assault, and related topics.

The DVRT Detective, Jason Nixon, will consult with DV experts and former SLTPD Detectives to lead the DVRT program in South Lake Tahoe. He has a Police Officer Standards and Training certificate and has received specialized training beyond the academy level, related to the investigation of domestic violence crimes, in accordance with Penal Code Sections 13516-13519. Through his experience and education, Detective Nixon has developed a skilled and highly effective approach to working with victims of domestic violence and effectively passed on his knowledge to officers within SLTPD.

Through collaboration with LVF, Detective Nixon will be paramount in assisting the department with training officers to ensure consistent protocols are followed to guarantee victim safety in domestic violence and sexual assault cases.

SLTPD has an extensive history of working with Live Violence Free (LVF), the only domestic violence organization and rape crisis center in the Eastern El Dorado

Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 7994 ew

Subrecipient: City of South Lake Tahoe

County and South Lake Tahoe area. Since the organization's foundation in 1977, SLTPD has maintained an impressive working relationship with the agency to ensure domestic violence and sexual assault cases are handled with the appropriate level of care and that victims are provided with essential services to ensure their safety and well-being.

Cal OES
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OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Live Violence Free	08/13/2021	01/01/24 to 12/31/24
2.		to
3.		to
4.		to
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

OPERATIONAL AGREEMENT: January 1, 2024- December 31, 2024

This Operational Agreement stands as evidence that Live Violence Free and the South Lake Tahoe Police Department (SLTPD) intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence and sexual assault in South Lake Tahoe. To this end, each agency agrees to participate in the program by coordinating/ providing the following services:

SLTPD agrees to:

1) Call upon Live Violence Free advocates by calling the 24-Hour Crisis Line at 530-544-4444 or the business line at 530-544-2118 for LVF to provide emergency response and victim support during sexual assault or domestic violence interviews;
2) Refer adult and child victims of sexual assault or domestic violence to Live Violence Free;
3) Provide transportation of victims from the crime scene to a safe location and provide civil standby upon request;
4) Participate in quarterly Eastern El Dorado Sexual Assault Response Team (SART) meetings and quarterly Eastern El Dorado Domestic Violence Response Team (DVRT) meetings;
5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support as needed;
7) Meet regularly with Live Violence Free staff as needed; and
8) Engage in cross training with Live Violence Free staff, as needed.

Live Violence Free agrees to:

I) Provide advocacy, accompaniment, and supportive services for victims of domestic violence and sexual assault:
2) Provide emergency response and victim support during sexual assault or domestic violence interviews;
3) Call upon SLTPD to perform sexual assault or domestic violence interviews and civil standby. as needed;
4) Coordinate and participate in Eastern El Dorado County SART meetings and Eastern El Dorado County DVRT meetings;
5) Meet regularly with SLTPD staff and officers, as needed; and
6) Engage in cross training with SL TPD staff and officers, as needed.

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Chelcee Thomas, Executive Director
Live Violence Free

David Stevenson, Chief of Police
South Lake Tahoe Police Department

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

OPERATIONAL AGREEMENT: July 1, 2021 – June 30, 2024

This Operational Agreement stands as evidence that Live Violence Free and South Lake Tahoe Police Department (SLTPD) intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence and sexual assault residing in South Lake Tahoe. To this end, each agency agrees to participate in the program by coordinating / providing the following services:

SLTPD agrees to:

1) Call upon Live Violence Free advocates by calling the 24-Hour Crisis Line at 530-544-4444 or the business line at 530-544-2118 to provide emergency response and victim support during sexual assault or domestic violence interviews;
2) Refer adult and child victims of sexual assault or domestic violence to Live Violence Free;
3) Provide transportation of victims from the crime scene to a safe location and provide civil standby upon request;
4) Participate in quarterly Eastern El Dorado Sexual Assault Response Team (SART) meetings and quarterly Eastern El Dorado Domestic Violence Response Team (DVRT) meetings;
5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support and to perform child forensic interviews, as needed;
7) Meet regularly with Live Violence Free staff, as needed; and
8) Engage in cross trainings with Live Violence Free staff, as needed.

Live Violence Free agrees to:

1) Provide advocacy, accompaniment, and supportive services for victims of domestic violence and sexual assault:
2) Provide emergency response and victim support during sexual assault or domestic violence interviews;
3) Call upon SLTPD to perform sexual assault or domestic violence interviews and civil standby, as needed;
4) Coordinate and participate in Eastern El Dorado County SART meetings and Eastern El Dorado County DVRT meetings;
5) Provide child sexual abuse forensic interviews;
6) Meet regularly with SLTPD staff and officers, as needed; and
7) Engage in cross training with SLTPD staff and officers, as needed.

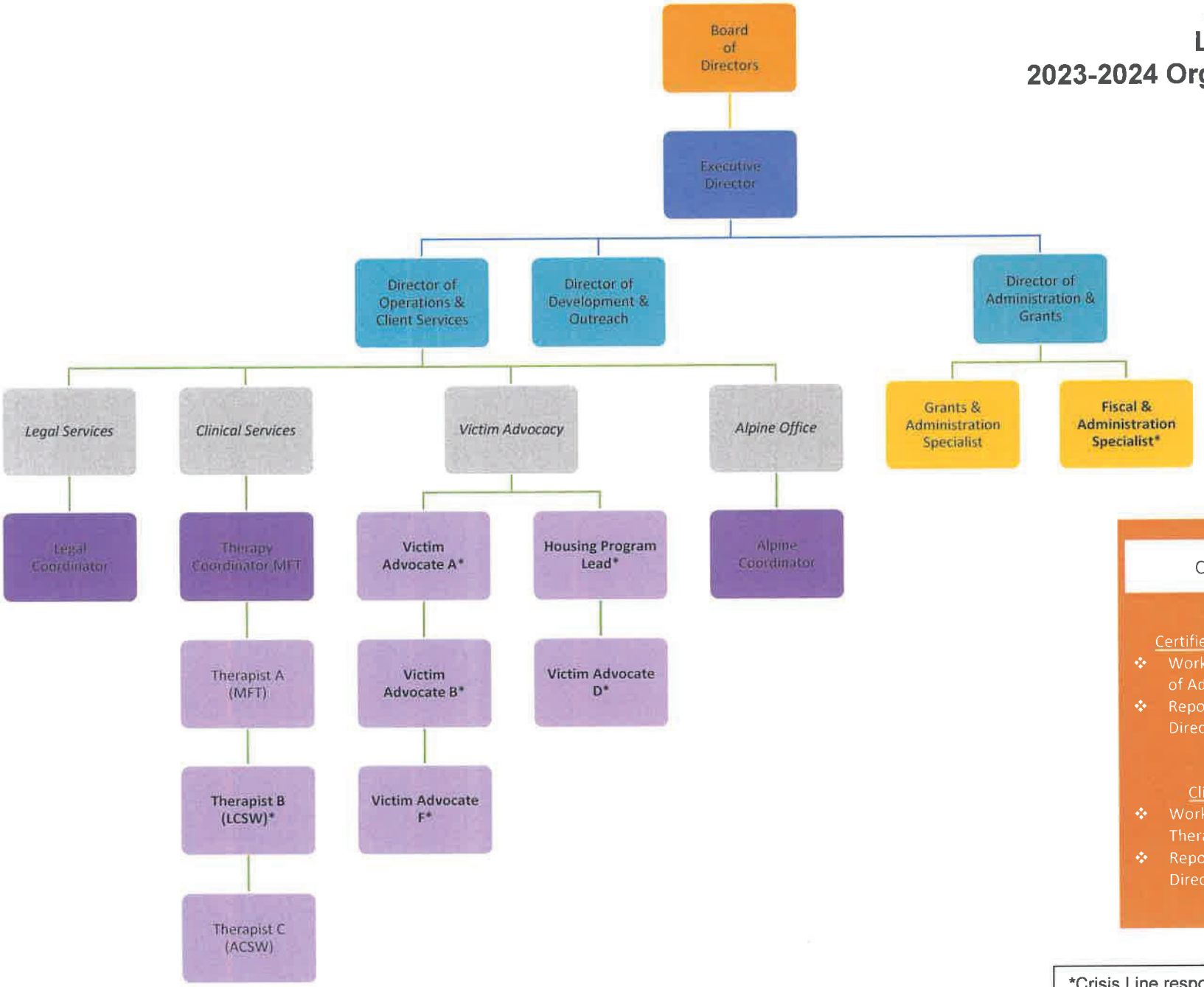
In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Signed: Chelcee Thomas Date: 8/13/21
Chelcee Thomas, Executive Director
Live Violence Free

Signed: David Stevenson Date: 8/13/21
David Stevenson, Chief of Police
South Lake Tahoe Police Department

Live Violence Free
2023-2024 Organizational Chart



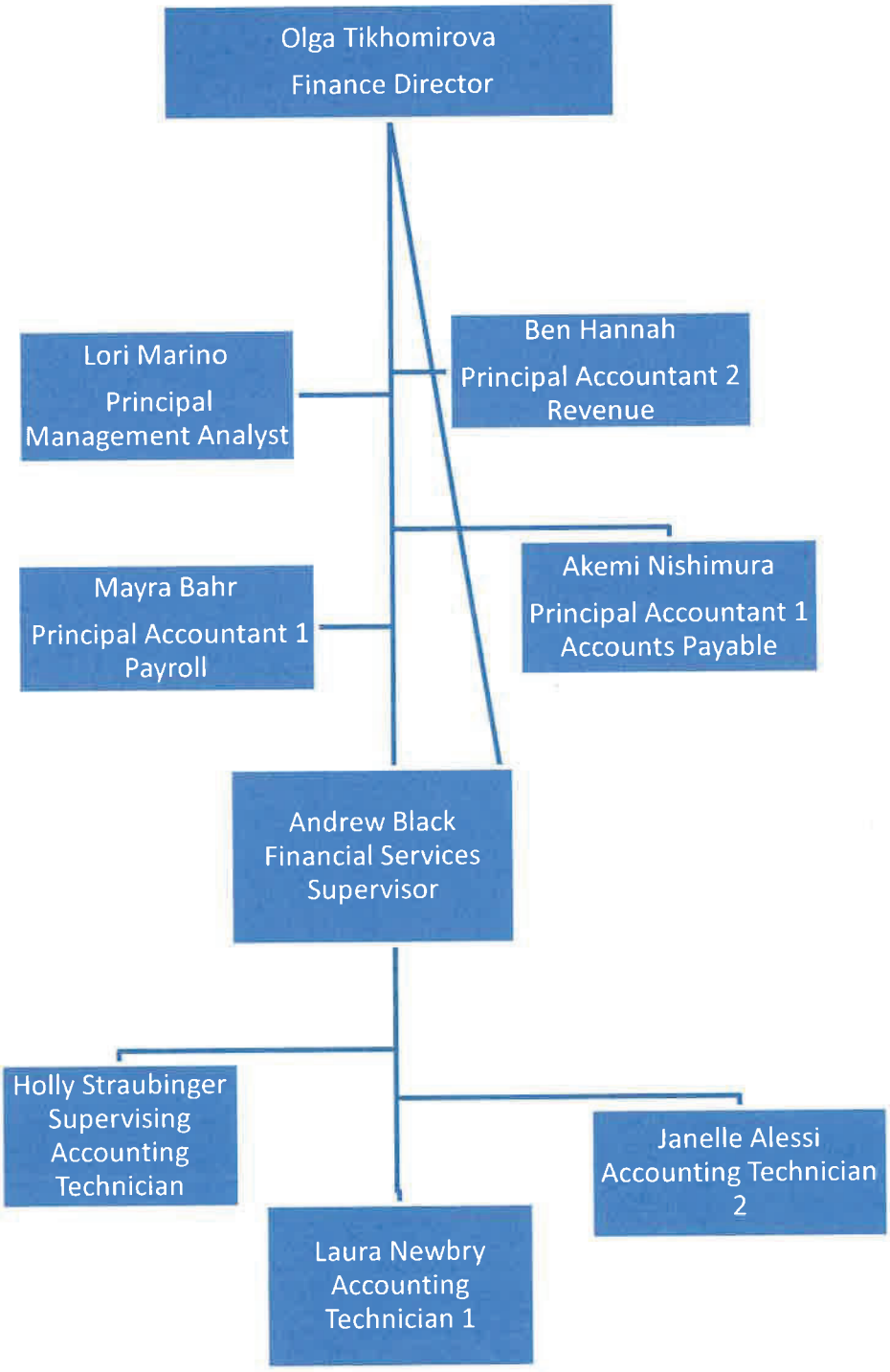
CONTRACTORS

Certified Public Accountant
- Works Directly w/ Director of Administration & Grants
- Reports to Executive Director

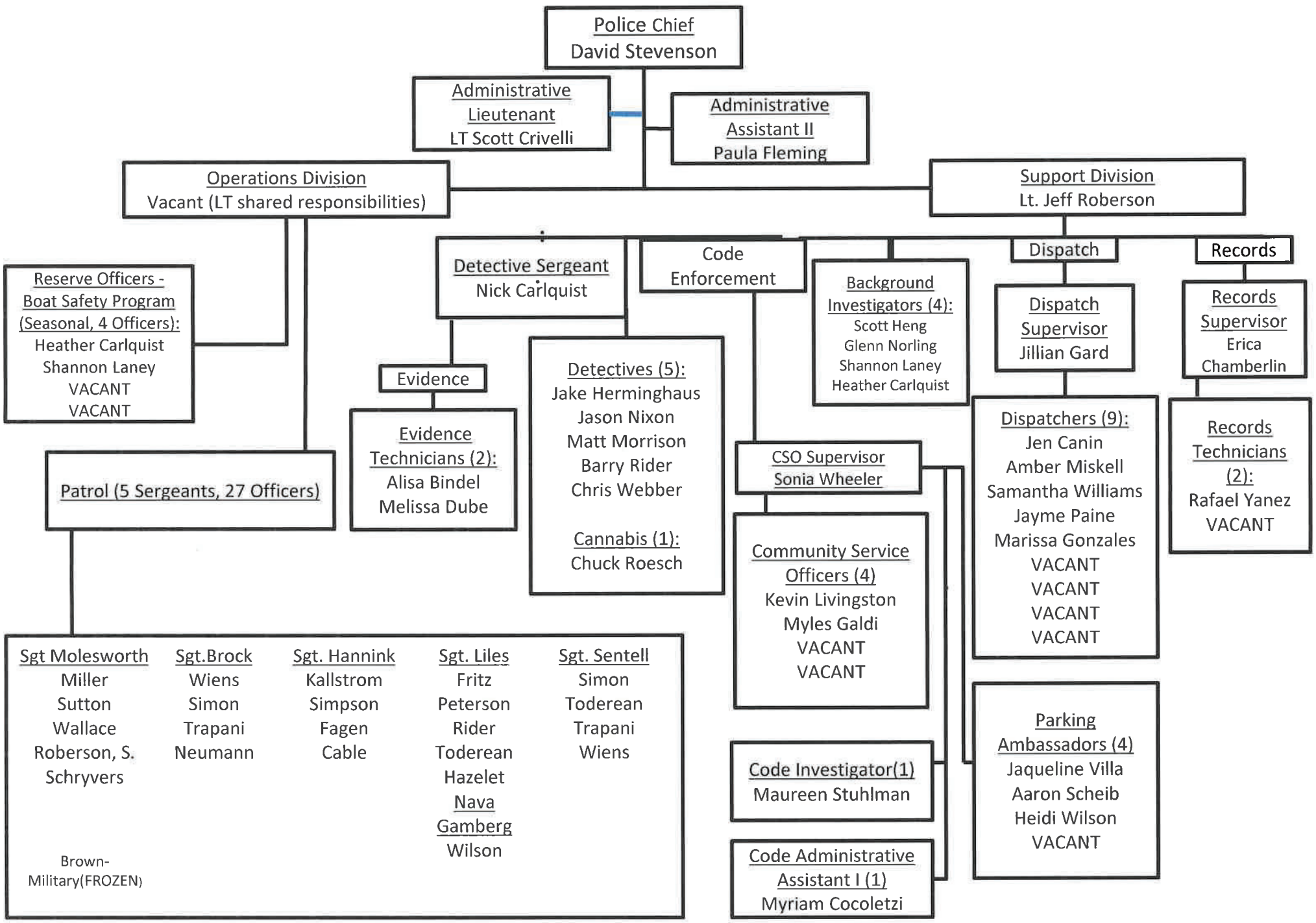
Clinical Supervisor
- Works Directly with Therapist C
- Reports to Executive Director

*Crisis Line responsibilities rotate among direct services staff as indicated with an asterisk and bold type

Financial Services Organization Chart



SOUTH LAKE TAHOE POLICE DEPARTMENT - ORGANIZATIONAL CHART – 42 sworn



Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Non-Competitive Procurement Request

Grant Subaward #: LE23 07 7994

Subrecipient: City of South Lake Tahoe

Total Procurement Amount: $ 107,266.00 Procurement: Live Violence Free

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES ☒ NO ☐

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

Jeffery Roberson, Lieutenant		10/11/2023
Grant Subaward Director Name	Grant Subaward Director Signature	Date

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

	Yes	N/A
• Description of the product of service being procured	☒	☐
• Description of why it is necessary to procure the good or service in a non-competitive manner	☐	☐
• Addresses all elements for one or more of the following		
➢ The good or services is available only from one source	☐	☐
➢ Public exigency or emergency for the required equipment will not permit a delay	☐	☐
➢ Competition is determined inadequate after solicitation	☐	☐

☒ Approved	☐ Denied	Elizabeth Wilder Program Specialist Signature	12/13/2023 Date
☒ Approved	☐ Denied	Cindy Berta Unit Chief Signature	12/14/23 Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: City of South Lake Tahoe	**UEI #** FG8YLL3CQ3J1	**FIPS #:** 017-73108 TL
Grant Disaster/Program Title: Law Enforcement Specialized Units Program		
Performance Period: 01/01/24 **to** 12/31/24	**Subaward Amount Requested:** $ ~~270,856~~ $203,142 TL	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	$ 44,000,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent) Joseph Irvin	**Date:** 10/12/23
Print Name and Title: Joseph Irvin, City Manager	**Phone Number:** 530-542-6043
Cal OES Staff Only: SUBAWARD # LE23077994	

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: LE23 07 7994 a

Subrecipient: City of South Lake Tahoe

1. County or Counties Served:
   El Dorado County

   County where principal office is located: El Dorado County

2. U.S. Congressional District(s) Served:
   4

   U.S. Congressional District where principal office is located: 4

3. State Assembly District(s) Served:
   5

   State Assembly District where principal office is located: 5

4. State Senate District(s) Served:
   1

   State Senate District where principal office is located: 1

5. Population of Service Area: 21,636

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: _____**Live Violence Free**_____

ADDRESS: 2941 Lake Tahoe Blvd. South Lake Tahoe, CA 96150 PHONE NO.530-544-2118

ITEM TO BE PURCHASED: Domestic Violence (DV) and Sexual Assault (SA) advocacy services
COST: not to exceed $107,266

1. Check reasons for sole source request:
_____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070
__**XX**_ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.
_____ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)
_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____
Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: Live Violence Free (LVF) is the only provider of comprehensive DV and SA services in the south end of the Tahoe Basin including South Lake Tahoe.

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. These are specialized domestic violence and sexual assault services.

5. Can your requirements be modified to allow competitive products or services be used?
Explain: No, these services are highly specialized and professional in nature which requires specialized training.

REQUESTOR NAME/ DEPARTMENT: Lt. Jeff Roberson, Police Department

DEPARTMENT HEAD SIGNATURE: _____ DATE: 1/16/24

FINANACE DEPT. _____ DATE: _____

CITY ATTORNEY SIGNATURE:_____ DATE:_____

CITY MANAGER SIGNATURE: _____ DATE: _____

* Requests over $10,000 require **City Manager's** approval. Requests over $60,000 requires City Council's approval.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:3

Agenda Item: Application to Federal Emergency Management Agency for Assistance to Firefighters Grant

Executive Summary: South Lake Tahoe Fire Rescue is seeking to apply for grant monies to replace and upgrade our Self Contained Breathing Apparatus (SCBA) fleet to modern safety standards. These monies are potentially available through FEMA and the Assistance to Firefighter's Grant. Our current inventory of SCBA is over ten years old. It is strongly encouraged industry wide to replace SCBA at the ten year mark to avoid failures in the field with outdated equipment. Staff is requesting direction from City Council to move forward with the grant application process. A 10% match is required; however, the fire department has budget to cover the cost. There will be no funds requested from the general fund.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Fire Chief to apply for an Assistance to Firefighters Grant in the amount of $687,245 for Self Contained Breathing Apparatus replacement and upgrade.

Responsible Staff Member: Jim Drennan, Fire Chief, and Tom Jones, Engineer

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01 - Staff Report - SCBA Grant.docx
02-Resolution - 2023 SCBA AFG Application.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: February 13, 2024

Title: Grant application to Federal Emergency Management Agency (FEMA) through the Assistance to Firefighter's Grant (AFG) program in the amount of $687,245 for SCBA Equipment.

Location: Fire Department

Responsible Staff Member: Jim Drennan, Fire Chief (530) 542-6152, and Tom Jones, Engineer (530) 542-6161

Background: The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

On January 29, 2024, the FY 2023 AFG application opened and is expected to run through March 8, 2024. South Lake Tahoe Fire Rescue would like to submit an application in the amount of $687,245 for Self-Contained Breathing Apparatus (SCBA) equipment to maintain compliance of national safety standards as outlined in SFPA 1851 and NFPA 1500. Currently, the fleet of SCBA and masks are 10 years old. Considering 10 years of front line firefighting operations; each year generating a 5.6% increase in call volume and training, the fleet and their internal components are nearing expiration and unreliability. Simply stated they are nearing obsolescence.

Issue and Discussion: South Lake Tahoe Fire Rescue is seeking funding to protect and preserve the health and safety of its firefighters by upgrading and replacing its Self-Contained Breathing Apparatus (SCBA) fleet to the most up to date technology and safety standards. Items requested consist of SCBA air packs, masks, air cylinders, RIT (Rapid Intervention Team) packs and breathing air compressor for a total of $687,245. Firefighters outfitted with new air packs and cylinders are equipped with not only a more reliable breathing system but one that is lighter on their backs as well. Lighter weight means they are less prone to fatigue and injury, resulting in fewer workers compensation claims and increased efficiency to accomplish the mission of SLTFR.

Financial Implications: The application submitted will be in the amount of $687,245 to fund the following estimated costs:

- 45 SCBA air packs ($8,365.00 ea.) = $376,425.00
- 45 Masks ($1,553.00 ea) = $69,885.00
- 60 cylinders ($1,504.00 ea) = $90,240.00
- 4 RIT bags ($3,850.00 ea) = $15,400.00
- 1 Air Compressor unit = $80,000

Estimated Tax at 8.75% = $55,295 Total = $687,245.00

There is a 10% match requirement in the amount of $68,725. Matching funds will be provided from account number 100 02240 44203 following a requested transfer from Fire Safety Sales Tax Prop 172 (Fund 222).

The one half-cent sales tax imposed by Prop 172 is collected by the California Department of Tax and Fee Administration (CDTFA) and apportioned to each county based on its proportionate share of state-wide taxable sales tax in the preceding calendar year. Each county then allocates it to the county and cities within the county. The City records this revenue in a dedicated fund Fire Safety Sales Tax (Fund 222). The adopted FY 23/24 Fire Safety Sales Tax account has an unallocated budgeted net revenue of $493,500. No monies are being requested from the General Fund at this time.

Training SLTFR staff to utilize the new equipment can be quickly achieved in-house by the department's certified SCBA technician.

Upon award, staff will return to City Council for acceptance of the award and appropriation of awarded grant funds and necessary matching funds.

Environmental Considerations: There are no noted environmental considerations.

Policy Implications: Per Financial Management – Grant Funding and Compliance Policy approved by City Council on Sept. 8, 2020; section 2.3 City Council Approval to Apply: City Council approval to apply is required for ALL Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

01- Staff Report
02- Resolution

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

February 13, 2024

Authorizing the Fire Chief to Apply to the Federal Emergency Management Agency (FEMA) for FY 2023 Assistance to Firefighters Grant Program in the amount of $687,245 for Self-Contained Breathing Apparatus (SCBA)

A. Since 2001, AFG has helped firefighters and other first responders obtain critically needed resources necessary for protecting the public and emergency personnel from fire related hazards.

B. FY 2023 AFG grant application period is opened January 29, 2024 through March 8, 2024. As of Sept. 20, 2023, FEMA has made 1,995 awards totaling $720 million in previous cycles.

C. The Fire Chief requests to apply for a FY 2023 Assistance to Firefighters Grant (AFG) in the amount of $700,000 to fund new SCBA equipment to meet national safety standards.

D. Current fleet of SCBA's and masks are 10 years old and cylinders 8 years old, nearing expiration and unreliability.

E. This equipment will be funded 90% from FEMA with a 10% contribution from the City from Fire Department Budget line #100 02220 44203 following a transfer from Fire Safety Sales Tax account (Fund 222)

F. If awarded, the Fire Chief will submit to the City Council a request for authorization to accept award and appropriate grant funds as well as the City's share for the match.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes the Fire Chief to file a grant application with the Federal Emergency Management Agency (FEMA) for SCBA equipment in the amount of $684,245.

2. Authorizes the Fire Chief to sign any documents required to apply for these subject funds on behalf of the City of South Lake Tahoe.

3. Acknowledges that the City's Match of 10% funding as required for the application will be appropriated from account #100 02220 44203 upon the acceptance of each grant award.

Adopted by the City of South Lake Tahoe City Council on February 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:4

Agenda Item: Grant of $1,000,000 from California Tahoe Conservancy for the Tahoe Valley Stormwater & Greenbelt Improvement Project

Executive Summary: Based on the results of community participation and planning enabled under the Regional Plan Town-Center goals, City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) as a vital community and environmental improvement project. Due to the size and diversity of the overall project, the City split the project into two phases to secure funding from a variety of eligible and applicable funding sources. 1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. 2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. Public Works submitted a grant application to the Conservancy on March 3, 2023, for Phase 2 Project construction funding. On May 16, 2023, City Council ratified the submission of the grant application for up to $3.9 million, requesting the entire Phase 2 construction shortfall. At the June 2023 Conservancy Board meeting, the Board awarded a $1,000,000 implementation grant to the City to assist with funding construction of Phase 2 of the Project.

Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating California Tahoe Conservancy Grant Funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project in an amount of $1,000,000.

Responsible Staff Member: Stan Hill, Engineering Manager, Jason Burke, Complete Streets Program Manager, and Brianna Greenlaw, Associate Civil Engineer

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Grant Funding.docx
02-Project Location Map.pdf
03-Resolution-CTC Grant Accept Tahoe Valley Greenbelt Project.docx
04-Res 2023-041 CTC Grant Application.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: February 13, 2024

Title: Accept and Appropriate California Tahoe Conservancy Grant Funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project ($1,000,000)

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores") at the South Y and the drainage watershed extending between west F Street down to Tahoe Keys Blvd (see Attachment 02 - Project Location Map)

Responsible Staff Members: Stan Hill, Engineering Manager (530) 542-6039
Jason Burke, Complete Streets Program Manager (530) 542-6038
Brianna Greenlaw, Associate Civil Engineer (530) 542-6042

Background: Based on the results of community participation, visioning and planning enabled under the Regional Plan Town-Center goals, City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) as a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the Project has been developed to provide the following benefits requested by the community and stakeholders:

- Improved connectivity for bicyclists and pedestrians between neighborhoods and Town Center amenities, including bridges over flooded portions of the trails;
- Safety lighting that is dark sky compatible and improves safety for active transportation;
- Area-wide stormwater treatment compliance to facilitate commercial and attainable housing development on Area Plan Town-Center parcels;
- Public gathering space for public art and educational signage to provide enhanced amenities for increased residential development in and around the Town-Center;
- New community park improvements and features to serve residents and visitors;
- New bicycle and pedestrian path connections to the Y area and public gathering space to facilitate private investment on adjacent commercial and residential properties;
- Expanded floodplain and Stream Environment Zone (SEZ) riparian habitat to provide for increased climate resiliency; and
- Natural treatment, permeable pavements, and source control to reduce sediment and nutrients carried in urban stormwater runoff, as required by the Lake Tahoe Total Maximum Daily Load (TMDL) and associated Municipal Stormwater Permit.

Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources.

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street.

Issue and Discussion: On September 6, 2022, City Council accepted an implementation grant from the State Water Resources Control Board (SWRCB) for the Tahoe Valley Stormwater and Greenbelt Improvement Project. The SWRCB funding and the City's local match contribution fully funded Phase 1 of the Project. Over the past year, Public Works has diligently pursued the balance of needed construction funding to complete construction of Phase 2.

The California Tahoe Conservancy (Conservancy) has worked closely with Public Works over the past several years to develop the Project. The Conservancy has provided engineering design and construction funding through Proposition 1 and Proposition 68 grant funding support. This most recent Conservancy grant funding will assist with adding to the Phase 2 construction budget and moving the Project closer to the funding goal.

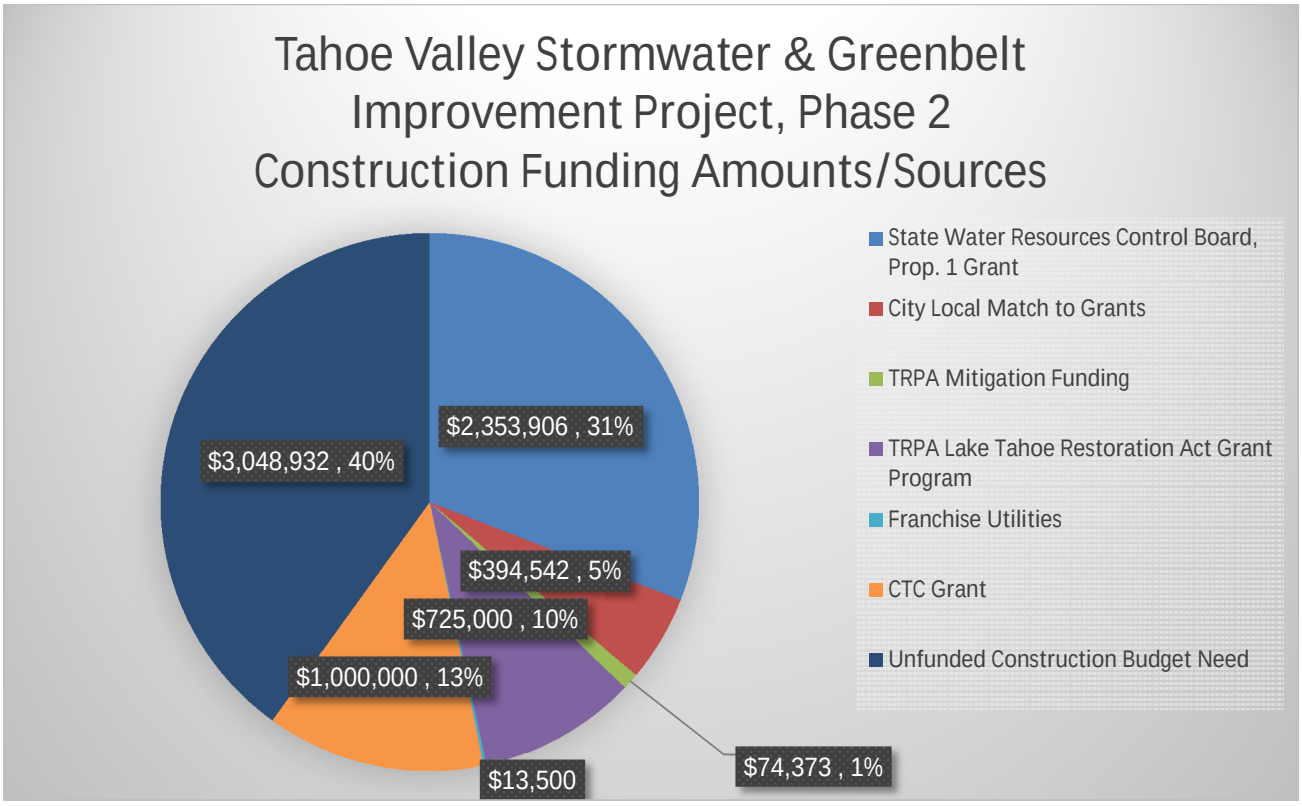
Public Works submitted a grant application to the Conservancy on March 3, 2023, for Phase 2 construction funding. On May 16, 2023, City Council ratified the submission of the grant application for up to $3.9 million, requesting the entire Phase 2 construction shortfall (Resolution #2023-041). At the June 2023 Conservancy Board meeting, the Board awarded a $1,000,000 implementation grant to the City to assist with funding construction of Phase 2 of the Project. The City and the Conservancy staff have agreed to move forward with grant agreement to allow the City to accept the construction grant funding and appropriate the funding to the Project.

Financial Implications: The addition of $1,000,000 to the Project takes the City a step closer to securing enough funding to construct Phase 2 of the project. The $1,000,000 Conservancy grant does not require a local match contribution. Following this Conservancy grant award, Phase 2 of the Project will remain approximately $3 million underfunded. Public Works will continue to search for grant funding over the next few months in the interest of acquiring funding to resolve the Phase 2 construction budget shortfall.

The Engineer's Estimate for Phase 2 of the Project (including 10% construction contingency) is approximately $7,610,253. Funding acquired to date for construction of Phase 2 of the Project is provided within Table 1.

Table 1 – Phase 2 Project Construction Funding

Funding Source	Funding Amount
State Water Resources Control Board, Proposition 1 Implementation Grant	$2,353,906
City Local Match Contribution to SWRCB Implementation Grant	$249,542
TRPA SEZ and Water Quality Mitigation Funding	$74,373
TRPA - Lake Tahoe Restoration Act Grant Program	$725,000
City Local Match Contribution to Lake Tahoe Restoration Act Grant Program	$145,000
Franchise Utilities - Estimated Reimbursements for Utility Relocations	$13,500
California Tahoe Conservancy Implementation Grant	$1,000,000
Total Secured Phase 2 Construction Funding:	$4,561,321



Given the Engineer's Estimate of $7,610,253 and secured construction funding to date of $4,561,321, the Phase 2 construction shortfall is approximately $3 million.

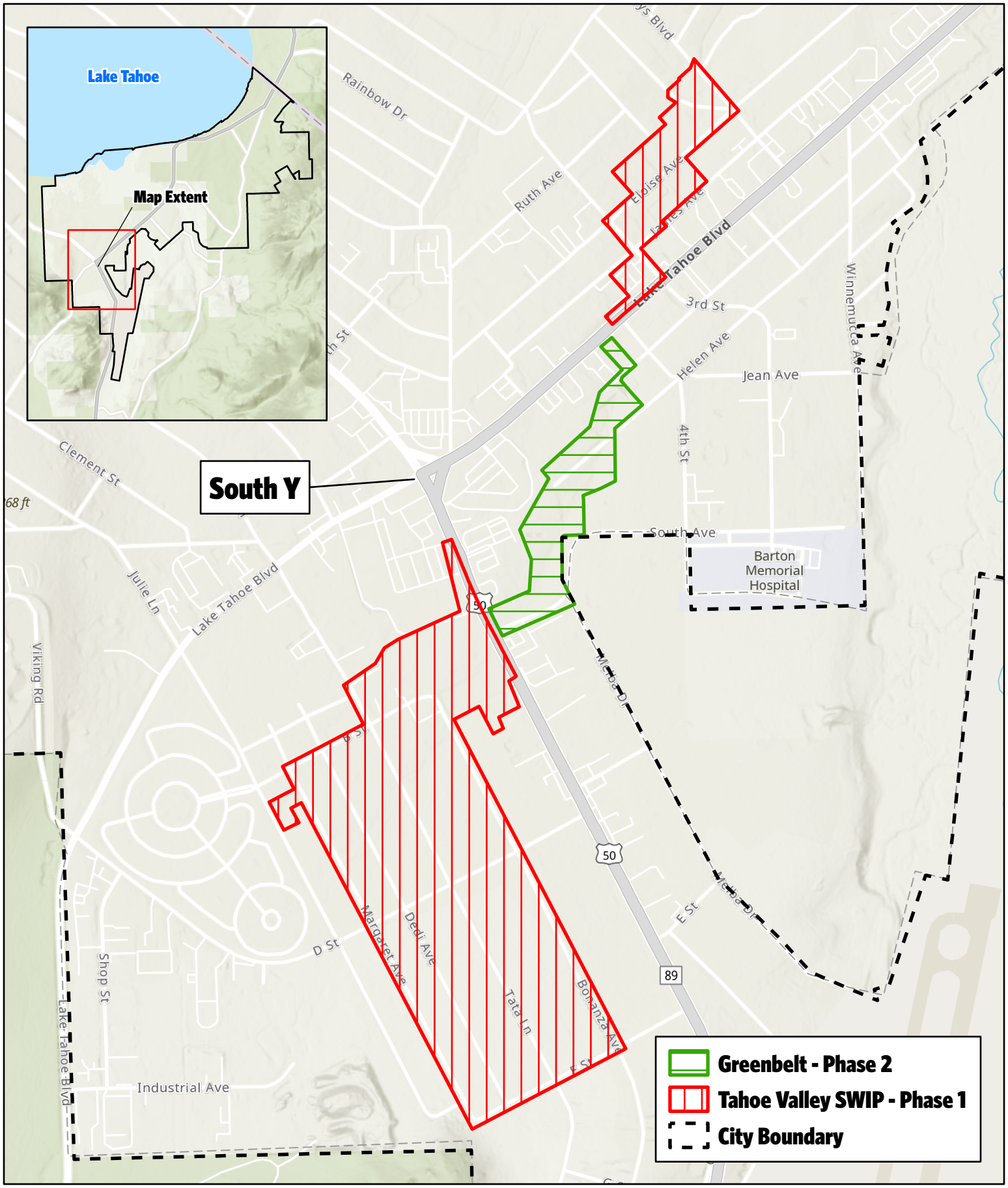
The City's local match contribution for phase 2 of the Project shown in the chart above was required for the SWRCB Prop 1 Grant and the TRPA Lake Tahoe Restoration Act Grant. The amount of local match for each grant is shown in Table 1. The match consists of General Fund Grant Match Set Aside funds (Resolution #2022-099 and #2023-019).

Environmental Considerations: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Tahoe Valley Stormwater and Greenbelt Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting is completed and ready for construction of the Project improvements.

Policy Implications: Completing project improvements will assist with meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation). The Project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation)** to prioritize implementation of mixed-use recreational trails and Class 1 bike trails and closing gaps in the bicycle trail system.
- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods near the Greenbelt to the South Y commercial area and beyond.
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.

The Project will also provide greenhouse gas reduction benefits, providing progress on Action #WB-1 of the 2020 Climate Action Plan: Improve bicycle and pedestrian networks.



CITY OF SOUTH LAKE TAHOE

Tahoe Valley Stormwater Improvement Project Area Map

Public Works Department - Engineering

N

0 400 700 1,000 1,000 2 Feet

Path: \\gis\share\Projects\PublicWorks\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Project Area Map | Date Exported: 9/27/2022

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe City Council

February 13, 2024

Accepting and Appropriating California Tahoe Conservancy Grant Funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project ($1,000,000)

BACKGROUND

A. The City of South Lake Tahoe (City) is engaged in a collaborative interagency partnership to meet the Tahoe Regional Planning Agency thresholds and install Best Management Practices for the multi-benefit Tahoe Valley Stormwater and Greenbelt Improvement Project.

B. The Tahoe Valley Stormwater and Greenbelt Improvement Project (EIP # 01.01.01.0033) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

C. Public Works staff submitted a grant application on March 3, 2023, to the California Tahoe Conservancy for implementation funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project, indicating an approximate $4 Million funding gap for this project.

D. On May 16, 2023, City Council adopted Resolution 2023-041 ratifying Public Works submittal of the California Tahoe Conservancy grant application for the Tahoe Valley Stormwater and Greenbelt and Improvement Project.

E. At the June 2023 Conservancy Board meeting, a $1,000,000 implementation grant was awarded to the City for the Tahoe Valley Stormwater and Greenbelt Improvement Project to fund construction of multi-benefit stormwater quality, stream environment zone (SEZ), bicycle and pedestrian, and recreational improvements.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and designates the Director of Public Works, or designee to sign for, on behalf of the City of South Lake Tahoe, the grant agreement between the California Tahoe Conservancy and the City.

2. Authorizes the acceptance of $1,000,000 of implementation grant funding from the California Tahoe Conservancy (+) Revenue (33212).

3. Authorizes the Director of Finance to appropriate $1,000,000 of implementation grant funding from the California Tahoe Conservancy to the Tahoe Valley Stormwater and Greenbelt Project (+) Expense (301-40030-48030).

4. Hereby Modifies the Annual Operating and Capital Improvement Project (CIP) Budget for Fiscal Year 2023-2024 as follows:

REVENUE

301-40030 Revenue (33212) - California Tahoe Conservancy	(+) $1,000,000

EXPENSE
301-40030 Expense (48030) – Tahoe Valley Stormwater & Greenbelt Project - Construction (+) $1,000,000

Adopted by the City of South Lake Tahoe City Council on February 13, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Resolution 2023-041

Adopted by City of South Lake Tahoe City Council

May 16, 2023

Ratification of Grant Application, Accept, and Appropriate California Tahoe Conservancy Implementation Grant Funding for the Tahoe Valley Greenbelt and Stormwater Improvement Project (up to $3.9 million)

BACKGROUND

A. The City of South Lake Tahoe (City) is engaged in a collaborative interagency partnership to meet the Tahoe Regional Planning Agency thresholds and install Best Management Practices for the multi-benefit Tahoe Valley Greenbelt and Stormwater Improvement Project.

B. The Tahoe Valley Stormwater and Greenbelt Improvement Project (EIP # 01.01.01.0033) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

C. Public Works staff submitted a grant application on March 3, 2023, to the California Tahoe Conservancy for implementation funding for the Tahoe Valley Greenbelt and Stormwater Improvement Project, indicating an approximate $4 Million funding gap for this Project, and seeks City Council ratification for this application.

D. The grant application for CTC implementation grant funding requires, through resolution, the City's commitment to complete the Tahoe Valley Greenbelt and Stormwater Improvement Project and commitment to operate and maintain the Project during the useful life of the Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies the grant application for this Project for up to $3.9 Million with no matching funds required.

2. Authorizes and designates the Director Public Works, or designee to sign for, on behalf of the City of South Lake Tahoe, the grant agreement between the California Tahoe Conservancy and the City.

3. Confirms the City's commitment to the Tahoe Valley Greenbelt and Stormwater Improvement Project and the City's commitment to operate and maintain Project improvements throughout the useful life of the Project.

4. Authorizes the acceptance of up to $3.9 million of implementation grant funding from the California Tahoe Conservancy (+) Revenue (33212).

5. Authorizes the Director of Finance to appropriate up to $3.9 million of implementation grant funding from the California Tahoe Conservancy to the Tahoe Valley Stormwater and Greenbelt Project (+) Expense (301-40030-48030).

6. Hereby Modifies the Annual Operating and Capital Improvement Project (CIP) Budget for Fiscal Year 2022-2023 as follows:

REVENUE

301-40030 Revenue (33212) – California Tahoe Conservancy (+) Up to $3,900,000

EXPENSE

30140030 Expense (48030) – Tahoe Valley Stormwater & Greenbelt Improvement Project Construction (+) Up to $3,900,000

Adopted by the City Council of the City of South Lake Tahoe on May 16, 2023, by the following vote:

Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Cristi Creegan
Cristi Creegan (May 19, 2023 09:18 PDT)

Date: May 19, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (May 17, 2023 09:04 PDT)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

Res 2023-041 CTC Grant Application

Final Audit Report 2023-05-19

Created:	2023-05-17
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo9KU-WhWigmkVbpYaRBXMplAb8DjwkL6

"Res 2023-041 CTC Grant Application" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-05-17 - 3:29:56 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-05-17 - 3:31:01 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-05-17 - 4:04:34 PM GMT- IP address: 104.47.64.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-05-17 - 4:04:42 PM GMT - Time Source: server- IP address: 128.92.136.146

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2023-05-17 - 4:04:43 PM GMT

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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-05-19 - 4:18:14 PM GMT- IP address: 47.25.118.95

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-05-19 - 4:18:16 PM GMT - Time Source: server- IP address: 47.25.118.95

Agreement completed.
2023-05-19 - 4:18:16 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:5

Agenda Item: Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding to Tahoe Coalition for the Homeless for Bear's Den Inn Rehabilitation in an Increased Amount Not to Exceed $1,169,124.88

Executive Summary: On November 15, 2023, the California Department of Housing and Community Development (HCD) informed current CDBG-CV grantees that a small amount of unclaimed funding is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. On January 9, 2024, City Council approved Resolution 2024-005 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) to request additional funding in the amount of $632,040. This amount which was the required cap by HCD of up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application. However, on January 8th, staff received an email that HCD changed the stipulations to allow current CDBG-CV 2/3 construction project grantees to request all funding needed to fill project gaps with no maximum award. This action is consistent with the updated HCD stipulations and increases the potential funding to be provided to TCH through the subrecipient agreement.

Requested Action / Suggested Motions: 1) Pass a Resolution amending the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response to add an amount not to exceed $1,169,124.88, for a total amount not to exceed $1,674,756.88; and 2) Pass a Motion authorizing and directing the City Manager to execute revised Amendment No. 2 to the Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Coronavirus Response Round 2 & 3, in an amount not to exceed $1,169,124.88.

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Reviewed and Approved By: Zach Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01 - Staff Report - Amendment CDBG TCH.docx
02-Resolution - CDBG Allocation of Remaining Funding.docx
03-Scope of Remaining Work - Increased Costs Bears Den.pdf
04-Attachments A-I Bids.pdf
05-January 9, 2024 Staff Report.pdf
06-Resolution 2024-005 Amendment to CDBG.pdf
07-Amendment 2 to Subrecipient Agreement with TCH.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation

Location: 2250 Lake Tahoe Blvd (Bear's Den Inn)

Responsible Staff Members: Jessica Wackenhut Lomeli, Housing Manager

Background: The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions (such as City of South Lake Tahoe). Authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, approximately $71.2 million in CDBG coronavirus response rounds 2 and 3 (CDBG-CV 2/3) federal funds has been allocated to eligible jurisdictions in California to perform activities related to COVID-19 response and recovery.

On April 20, 2021 the City Council adopted Resolution 2021-021 authorizing an application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd) and to execute the Standard Agreement. The Bears Den Inn property was purchased by the Tahoe Coalition for the Homeless (TCH) with State of California Project Homekey Program funds to provide housing for persons experiencing or at risk of homelessness. Subsequently, the City Council adoption of Resolution 2022-003 on January 4, 2022, authorizing the Subrecipient Agreement with Tahoe Coalition for the Homeless to administer funding and execute the scope of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd). On June 20, 2023, Amendment Number 1 was made to the Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless to extend the time of performance to October 1, 2024.

On November 15, 2023, HCD informed current CDBG-CV grantees that a small amount of unclaimed funding is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding is not guaranteed but unclaimed funds will be reallocated to construction projects per the following priorities:

1. Tribal awards for construction projects including CDBG-CV 2/3 Tribal Set-Aside and Homekey awards made to Tribes with documented increased project costs and demonstrated financial gap;
2. Non-Tribal Homekey construction projects with documented increased project cost and demonstrated financial gap;
3. All other CDBG-CV construction projects with documented increased project cost and demonstrated financial gap.

Issue and Discussion: On January 9, 2024, City Council approved Resolution 2024-005 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) to request additional funding in the amount of $632,040. This amount which was the required cap by HCD of up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application. However, on January 8th, staff received an email that HCD changed the stipulations to allow current CDBG-CV 2/3 construction project grantees to request all funding needed to fill project gaps with no maximum award. The staff report from January 9th is attached for the full context on this Resolution (Attachment 6).

The revised Scope of Remaining Work for full rehabilitation of the Bear's Den (Attachment 3) showing the documentation of new, increased project costs and the gap in CDBG funds being requested since the original application submitted for this program and the bids for the Scope of Remaining Work supporting the increased costs are attached (Attachment 4). The total amount requested is $1,169,124.88 to complete the rehabilitation of the Bear's Den property. Grantees with qualifying CDBG-CV construction projects may request this entire amount as of January 8th, 2024.

It is recommended that the City Council adopt a Resolution approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). It is also recommended that the City Council adopt an amendment (Amendment #2) to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3 authorized by Resolution 2022-003.

Financial Implications: The total grant funds spent by TCH are $145,760.80, with a remaining balance of $349,871.20. It is unknown at this time the total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City.

Environmental Considerations: The proposed project that would use grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use" including "restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood."

The project qualifies for a National Environmental Policy Act (NEPA) Categorical Exclusion pursuant to 24 CFR 58.35(a). The City completed required documentation and public noticing in compliance with NEPA as part of the grant application.

Policy Implications: This action would be consistent with an existing Memorandum of Understanding between the City and TCH where both parties agreed to seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by

South Lake Tahoe residents and committed to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.

The recommended action is also consistent with the following adopted policies and programs:

City Strategic Plan

Action Item 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

Policy 4-4 The City shall provide priority permit processing of projects that are targeted toward special-needs groups, such as seniors, the disabled (including the developmentally disabled), and the homeless, including priority for building plan check, subdivision map review, improvement plans for roadways and utilities, and environmental impact analysis.

Resolution of the Governing Body

RESOLUTION NO. __2024 - XXX___

A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV)

BE IT RESOLVED by the City Council of the City of South Lake Tahoe as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement(s) with the State numbered 20-CDBG-CV2-3-00274 (the "Standard Agreement(s)") pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

List of Activity Funding:

Current Authorized amount(s) under Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG-CV: $505,632.00
- Program Income: $0
- Total: $505,632.00

Amount of new CDBG-CV funds to be added to Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Not to exceed $1,169,124.88
- Program Income: $0
- Total: $1,169,124.88

Total amount of amended Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Grant Not to exceed $1,674,756.88
- Program Income: $0
- Total: $1,674,756.88

(*Add as many tables as necessary to document the requested amendment. Include associated budget changes, if any.*)

SECTION 2:

The City of South Lake Tahoe acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

SECTION 3:

The City of South Lake Tahoe hereby authorizes and directs the City Manager, or designee*, to execute and deliver all application(s), “Request(s) for Additional Funds,” and/or amendments to the Standard Agreement and act on the City’s behalf in all matters pertaining to all such application(s), “Request(s) for Additional Funds,” and/or amendments.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 5:

If an amendment to the Standard Agreement is approved, the City Manager, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

* *Important Note: If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of South Lake Tahoe held on

February 13, 2024 by the following vote:

[*Instruction: Fill in all four (4) vote-count fields below. If none, indicate "0" for that field.*]

AYES: _____ NOES: _____

ABSENT: _____ ABSTAIN: _____

_____
Cody Bass, Mayor
City Council

STATE OF CALIFORNIA

City of South Lake Tahoe

"I, _____, City Clerk of the City of South Lake Tahoe, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council, as applicable on this 9th day of January, 2024; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect."

_____

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

(*Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.*)

Bear's Den: 2250 Lake Tahoe Blvd, South Lake Tahoe, CA

A.	**REMAINING WORK FOR FULL REHABILITATION**	**COST**	**BID**
	Remove existing commercial motel sign fascia and pylon	$6,600.00	cost from previously submitted estimate
	Architect to Design ADA parking and path of travel	$6,000.00	
	Remove asphalt & repave	$143,880.00	Attachment "A," Blacktop Paving
	Installation of City of South Lake Tahoe approved trash enclosure	$25,000.00	verbal estimate per Alcorn Engineering, Inc.
	Survey for Best Management Practices	$12,000.00	
	Civil Engineer to Design Best Management Practices	$9,600.00	Attachment, "H," Ashley and Vance Engineering
	Installation of Best Management Practices	$173,925.00	Attachment, "I", Alcorn Engineering Inc.
	Replace Plumbing	$174,870.00	Attachment "B," Riley Plumbing and Heating
	Heating/Air Conditioning Units for Office at $4218.33/ each	$16,873.33	Attachment "C," ATC
	Replace 4 Water Heaters at $11,624.82/each	$46,499.28	Attachment "D," Riley Plumbing and Heating
	Exterior Paint	$37,650.00	Attachment "G," ReliaPro Painters
	West Side Fence Replacement	$5,000.00	
	Repair Water and Termite Damage	$12,000.00	
	Framing to fur out concrete wall to install insulation and electrical in Office & Units 18-22	$4,900.00	
	Remove existing water damaged kitchenettes and cabinets Units 18-22	$2,900.00	
	General Demolition in Units 11-22 ($653.64/unit)	$7,843.68	Attachment "E," Affordable Construction
	Install Tyvek Vapor Barrier on Exterior Walls, Office, Unit 1, Units 11-22 ($758.26/unit)*	$12,890.42	Attachment "E," Affordable Construction
	Vent Bathroom Exhaust Fans Office @2, Unit 1, Units 11-22 ($431/unit)	$6,465.00	Attachment "E," Affordable Construction
	Material Costs for Insulation Batts (5000 sf of R-13 & 5360 sf of R-38)	$17,712.00	Attachment "F," Home Depot
	Install insulation batts, Office, Unit 1, Units 11-22 ($1104.06/unit)*	$18,769.02	Attachment "E," Affordable Construction
	Drywall Stocking, Installation, Tape, Finish, Prime, Paint for Office, Unit 1, Units 11-22 ($6026.60 + 1473/unit)	$127,493.20	Attachment "E," Affordable Construction
	Install 4' kitchen cabinet and formica top Unit 1, Units 11-22 ($1593/unit)	$20,709.00	Attachment "E," Affordable Construction
	Install sink and faucet at kitchen cabinet Unit 1, Units 11-22 ($572/unit)	$7,436.00	Attachment "E," Affordable Construction
	Rehang interior doors and trim out, Office @2, Unit 1, Units 11-22 ($533/unit)	$7,995.00	Attachment "E," Affordable Construction
	Replace Entire Kitchen and Two Bathrooms in Office	$45,000.00	
	Snow Removal for Refuse Dump Box in Winter	$2,424.80	Attachment "E," Affordable Construction
	Supervision Fees, Office, Unit 1, Units 11-22 ($833/unit)*	$14,161.00	Attachment "E," Affordable Construction
	SUBTOTAL SECTION A.	$966,596.73	

B.	**INCREASED COSTS FROM ORIGINAL ESTIMATION**	**COST**	
	materials		
	install valve on main water line	$1,848.00	
	remove and replace plumbing in Units 2-10	$5,826.00	
	SUBTOTAL SECTION B.	$7,674.00	
	TOTAL OF SECTIONS A. AND B.	$974,270.73	
	Contractor Overhead and Profit @ 20%	$194,854.15	Attachment "E," Affordable Construction
	GRAND TOTAL	**$1,169,124.88**	

* Office is calculated as 4 units

ATTACHMENT A

From: Blacktop Paving <blacktoppavingtahoe@gmail.com>
Sent: Tuesday, December 19, 2023 10:15 AM
To: Nicole Zaborsky
Subject: Re: Bears Den BMP Plan-2250 Lake Tahoe Blvd
Attachments: Bear Den Worksheet.pdf

Nicole,

Verbal, approximately 22,000 SF +/- of mill-out 7" of existing haul-off site. Grade with 4" of compacted road base for proper drainage, roll, and compact for asphalt. Pave with 3" compacted 64-28 1/2" AC. Includes striping as per plan. Does not include traffic control or permits—
Preliminary Price: $143,880.00

Sincerely,
Brittany
Blacktop Paving
Commercial & Residential
Business Hours: Mon-Fri 8AM-4PM, Lunch 12-12:30 PM
P.O. Box 492 Homewood, CA 96141
P|530.583.2755 F| 530.525.0403
Blacktoppavingtahoe.com

Got a Bid Request? Click here.
Click to see a Removal and Replacement Video

On Thu, Dec 14, 2023 at 9:56?AM Nicole Zaborsky <NicoleZaborsky@charter.net> wrote:
Raymond:

I got your contact information from Don Kostecki at Western Paving. He did a striping job with you on the parking spaces in the Keys.

We'd like to get an estimate from you on removing the existing asphalt, repaving, installing ADA parking spaces, and BMPs. See the attached plans. We plan to do the work in 2024.

The work needs bid at prevailing wage.

And, is there any way you could get a verbal or written estimate to me by Tuesday? I know that's asking a lot. I appreciate anything you can do to assist us.

Truly,

Nicole Zaborsky, Board Member

Tahoe Coalition for the Homeless
http://tahoehomeless.org/

Our Mission: To support our neighbors experiencing homelessness by partnering with our community to promote awareness, provide warm beds, and encourage self-sufficiency.

ATTACHMENT B

Hello, these are your estimates

Location: 2250 Lake Tahoe Boulevard, South Lake Tahoe, CA, 96150

JOB ID
28897151

Water line for restaurant

Your Price
$11,330.00

Or as low as $121.23/mo Financing Terms

GreenSky View Credit Plans ›

Accept Estimate

Repipe water 22 Rooms + House

Your Price
$163,540.00

Or as low as $1,749.88/mo Financing Terms

GreenSky View Credit Plans ›

View

Summary

Diggs up next to stop and drain outside of the building
And separate water for a restaurant with its own stop-and-drain
Dig inside the building to find water line to restaurant to attach the new water line
And cap off the rest of the rooms.



Install Labor 2 Tech(Qty: 30)

Your Price
$9,900.00

Install Labor 2…

View More



Stop & Drain Valve 3/4" (NO DIG

Your Price
$810.00

Stop & Drain Valve 3/4
(No Digging)
replace 3/4" stop and drain valve.



Jackhammer(Qty: 2)

Your Price
$310.00

Jackhammer

Per Day



Concrete Saw(Qty: 2)

Your Price
$310.00

Concrete Saw per Day

Subtotal	$11,330.00
Tax	$0.00
Total	**$11,330.00**

RILEY PLUMBING & HEATING

Contact Us

Hello, these are your estimates

Location: 2250 Lake Tahoe Boulevard, South Lake Tahoe, CA, 96150

JOB ID
28897151

Water line for restaurant

Your Price
$11,330.00

Or as low as $121.23/mo Financing Terms

GreenSky A Goldman Sachs Company View Credit Plans ›

View

Repipe water 22 Rooms + House

Your Price
$163,540.00

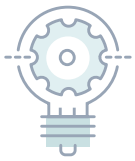
Or as low as $1,749.88/mo Financing Terms

GreenSky A Goldman Sachs Company View Credit Plans ›

Accept Estimate

Summary

Repipe water 22 Rooms + House
No sheetrock repairs



Waste Water & Venting(Qty: 26)

Your Price
$163,540.00

Install all water to fixture locations
Install all rough, water , hot water return line, insulation where required by code. Provide good rough…

View More

Subtotal	$163,540.00
Tax	$0.00
Total	**$163,540.00**

ATTACHMENT C

PROPOSAL

To:	Tahoe Coalition for the Homeless	Date:	April 18, 2023
Attention:	Kimberly Peterson		
Engineer:	N/A		
Project Name:	**Tahoe Coalition for the Homeless – Temporary Housing**		

We are pleased to offer the following equipment for your consideration:

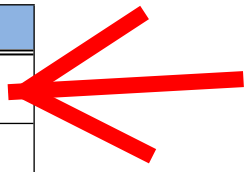
ITEM	QTY	EQUIPMENT	TAG	MODEL
A	6	Maestro Pro - Olimpia Terminal Heat Pumps	--	2234
B	6	**ALT**: Maestro Smart – Olimpia Terminal Heat Pumps	--	2020

ITEM A) MAESTRO PRO - OLIMPIA TERMINAL HEAT PUMPS		
Qty	**Tags**	**Description**
6	--	**Model: 2234, Maestro Pro Inverter 12 HP w/ 2 kW Electric Heat** • 230V • R-410A • 10,500 Btu/h Cooling • 9,500 Btu/h Heating • Inverter Compressor • Variable Speed Motor (ECM) • ***Field Installed*** Wired Thermostat (No WiFi). Requires Serial Interface Board and 24V Transformer. ○ 7-day programmable thermostat ○ 2 Heat / 1 Cool • ***Field Installed*** Serial Interface Board • ***Field Installed*** 24V Transformer • ***Field Installed*** Defrost Heating Cable (230 V) • Standard 7 Year Compressor / 2 Year Parts Warranty
CLARIFICATIONS: For Lake Tahoe, a heat pump with back-up electric heat would be ideal. In colder climates, a heat pump's heating capacity diminishes when the external temperature drops. The 2234 model is for colder climate applications. A defrost heating cable is recommended as it may ensure the condensate will not freeze in the drain pan when it is very cold during the winter months in Tahoe.		
EXCLUSIONS: Unloading, Rigging, Installation, Storage, Startup, Structural Steel or Concrete Pad, Wiring, Spare Parts, Seismic Calculations or Attachments, Training, Labor or Any Accessories/Materials Not Listed Above		

ITEM B) ALTERNATE: MAESTRO SMART - OLIMPIA TERMINAL HEAT PUMPS		
Qty	**Tags**	**Description**
6	--	**Model: 2020, Maestro Smart 9 HP** • 115V • R-410A • 9,200 Btu/h Cooling • 8,500 Btu/h Heating • PSC Indoor Blower Motor • ECM Outdoor Blower • 3-Speed Fan • Rotary Compressor • ***Field Installed*** Wired Thermostat (No WiFi). Requires Serial Interface Board and 24V Transformer. ○ 7-day programmable thermostat ○ 2 Heat / 1 Cool • ***Field Installed*** Serial Interface Board • ***Field Installed*** 24V Transformer • ***Field Installed*** Defrost Heating Cable (115 V) • Standard 7 Year Compressor / 2 Year Parts Warranty
EXCLUSIONS: Unloading, Rigging, Installation, Storage, Startup, Structural Steel or Concrete Pad, Wiring, Spare Parts, Seismic Calculations or Attachments, Training, Labor or Any Accessories/Materials Not Listed Above		

PRICING

ITEM	QTY	EQUIPMENT	PRICE
A	6	Maestro Pro - Olimpia Terminal Heat Pumps	**$25,310.00**
B	6	**ALT**: Maestro Smart – Olimpia Terminal Heat Pumps	**$17,820.00**



Please Note:

- Freight is FOB Factory (freight allowed to first destination)
- Taxes are not included in this proposal.
- ***Price is valid 30 days from date on proposal. Given commodity escalations we reserve the right to pass along formal price increases from the factories. We will communicate this to you as they are issued from any given factory.***
- See attached page for remainder of quotation terms and conditions.

Thank you for the opportunity to offer the equipment and services listed above. We look forward to working with you on this project. If you should require additional information, please contact us.

Sincerely,

Bernard Lao
Air Treatment Corporation
blao@airtreatment.com
619-850-1275

TERMS & CONDITIONS OF SALE

Air Treatment Corporation (hereinafter designated as Seller) hereby accepts your order with the condition that this acceptance by us is expressly made conditional on assent by you to all terms and conditions set forth below, notwithstanding that they may be in addition to or different from those contained in your order or acknowledgment . Acceptance by you of any of the material covered by this order or failure to give notice of objections to any terms set forth herein within ten (10) days of the date hereof, shall be deemed to be assent by you to these terms and conditions. It is understood and agreed that the terms and conditions contained herein constitute the complete and exclusive statement of all such terms, and supersedes all prior communications between the parties, oral or written, as relates to the equipment described on your purchase order. Where any terms herein are contrary to or inconsistent with any terms contained in your purchase order, these terms and conditions shall control. If any item in this agreement is deemed unenforceable, all other items shall remain in force and effect.

PAYMENT TERMS: 1% 10 Days/ Net 30 are available upon approval of credit. Acceptance of Purchase Orders does not guarantee payment terms as stated until approved by the Credit Dept. We retain the right to revise all credit terms until said equipment has been shipped. Purchaser agrees to accept responsibility for payment of equipment whether or not payment has been made to purchaser on the project. Should payment not be made in accordance with Seller's payment terms, purchaser agrees to pay to Seller a one and one-half percent (1 ½%) per month service charge on any unpaid balance due. Any retention for start-up should reflect the actual cost of start-up and not a percentage of the invoice. Prior consent from the Seller is required. No other retention shall be acceptable. No rights of lien are waived.

ACCEPTANCE: This quotation is offered for acceptance for a period of 30 days, subject to extension on upon written agreement of Seller in writing. This quotation is subject to revision on notice. In those instances where the Manufacturer reserves order acceptance prerogative, final acceptance shall be so governed.]

PLANS AND SPECIFICATIONS: All equipment and/or materials are sold in accordance with manufacturers' specifications and/or approved submittal data and not necessarily in accordance with "Plans and Specifications." Seller is a vendor only and is not bound to the contractor under any provisions of general contract provisions including payment terms, retention "hold," delay, arbitration and/or cancellations provisions. On plan and specification work, any reference to plans and specifications shall pertain alone to the technical portions of such plans and specifications, including the approved submittals, the latter of which shall determine ultimate responsibility and scope of Seller's obligations. Seller makes no representation as to design, application and/or fitness for a particular purpose.

LEAD TIMES, DELAY: Shipment lead times reflect current production schedules based upon current release to production. Seller shall not be responsible to purchaser (or ultimate user) for delays in delivery due to acts of God, strikes, fires, accidents, unavailability of equipment and/or materials, or any other causes beyond Seller's control. In the event of any such delay occasioned by such events, the date of delivery shall be extended for a length of time reasonably equivalent to the period of the delay, and with no penalty to Seller.

DAMAGES DISCLAIMER: No provision for liquidated, incidental or consequential damages in the event of any breach of this contract by the Seller shall apply to this sale, and any provision for liquidated, incidental or consequential damages shall be of no force and effect unless specifically agreed to by the Seller in writing signed by an officer of the corporation. Seller will not accept any back charge without its consent. Seller shall not be liable to purchaser for costs, damages, expenses or consequential damages arising out of, or resulting from, the purchase or use of equipment and/or materials, or claims made under Manufacturer's written Limited Warranty.

DELIVERY: All shipping information is approximate, and shipping dates are based on prompt receipt of all necessary information at Manufacturers' plant. Deliveries shall be made FOB manufacturers' factory. Title and risk of loss shall pass to the Buyer at FOB point. Buyer agrees to accept delivery of any part or all of the manufactured material upon completion of same and failure of the Buyer to furnish Seller shipping instructions shall in no way alter the terms of the payment of Seller's invoice. Seller shall not be responsible for any storage for any reason unless agreed to in writing before such action is deemed necessary. Where an allowance for freight is included, only the first destination will be allowed. In no event shall Seller be liable for special or consequential damages due to delay.

REQUIRED DELIVERY SCHEDULE: Seller and Purchaser agree that for a "required delivery schedule" to be binding upon Seller or Seller's source of supply, a separate written confirmation to purchaser, confirming the required delivery schedule, must be provided to be binding on either Seller or Seller's source of supply.

CLAIMS: Buyer shall notify Seller in writing, within (10) days of delivery if equipment is defective or nonconforming. Seller shall have the option of reinspection before allowing or rejecting the Buyer's claim. Failure to make such claim within ten (10) days of delivery shall constitute acceptance. Expenses incurred in connection with claims for which the Seller is not liable will be paid by Buyer. Any claim for corrective work done upon the equipment covered hereunder must be approved beforehand, in writing, and signed by an officer of the Seller. Defects that do not impair the operation or performance of the goods provided shall not be cause for rejection by the Buyer.

CHANGES, CANCELLATIONS, RETURNS: Notice from the buyer to suspend work, delay delivery or terminate this order shall entitle Seller to payment from the Buyer for all costs, direct and indirect, incurred by the Seller on the balance of the order to the date of receipt of such notice, and which, in the event of cancellation of such order, shall result in payment to Seller of an amount not less than 15% of the face amount of the order. Any return for goods and equipment must be authorized by the Seller or Seller's source of supply and may be subject to restocking and/or other incidental charges. All orders placed on hold must be the subject of written amendment to the purchase order, and must detail the parties' agreement regarding storage arrangements and costs.

TAXES: Purchaser agrees to pay all sales, excise or other taxes, which may be applicable to the sale of the equipment and/or materials.

WARRANTY: It is understood and agreed that the only warranty the subject of this order shall be the Manufacturer's written Warranty in effect at the time of shipment, and as specifically relates to such equipment the subject of this order, and which Seller shall supply to Buyer. Buyer acknowledges there are no implied or expressed warranties by Seller, other than those of the Manufacturer, and in no case will the amount of the warranty or liability exceed the amount of the order. Seller accepts no consequential liability of any nature, and in no case will Seller be liable for damages beyond the purchase price of the defective items. Further, Buyer agrees to defend, indemnify and hold harmless Seller, from and against any and all Claims of Damage(s), Expense(s) Cost(s) or Consequential Damages alleged or claimed by virtue of the equipment. Buyer agrees that in the event of an alleged Warranty Claim made, either through Buyer or Buyer's customer, or otherwise, which in truth and fact turns out to be a Non-Warranty item and is attributable to the acts of others, failure to maintain equipment, or other reasons not the fault of the Manufacturer or Seller, that Seller and/or Manufacturer shall be reimbursed in full by Buyer for all expenses incurred in ascertaining the alleged Warranty Claim, including all legal costs and fees incurred.

DISPUTES, ATTORNEY'S FEES: In the event Seller is compelled to bring any action to enforce any part of these Terms and Conditions including, but not limited to, any action to collect monies due hereunder, purchaser agrees to pay Seller's reasonable attorney's fees and costs. In any proceeding to enforce these Terms and Conditions, the law of the State of California shall control, and venue shall be deemed proper only in any court of competent jurisdiction in the County of Orange, California.

Authorized Customer Initials _____

ATTACHMENT D

Riley Plumbing & Heating LTD.
P.O. Box 18250
South Lake Tahoe, CA. 96151
530-544-5199
775-265-1765
1-800-354-7029

CA Lic.774078 Unlimited
NV Lic 85622 C-1 Limit $8,000,000.00
NV Lic 85623 C-21B Limit $8,000,000.00

Estimate 28685379
Job 28481531
Estimate Date 11/15/2023
Technician Luis Ortiz
Customer PO

Billing Address
Tahoe Coalition for the Homeless*
PO Box 13514
South Lake Tahoe, CA 96151 USA

Job Address
Tahoe for the Homeless
2250 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150
USA

Estimate Details

50 Gallon Hybrid Heat Pump Water Heater (Upgrade-Best): 50 Gallon Hybrid Heat Pump Water Heater - 10 Year Warranty
Drain, Remove, haul away existing water heater
Install new 50 Gal Electric Hybrid Heat Pump Water Heater.
Install new ball valve.
Install new stainless steel supply flex.
Install existing electrical whip.
Install new drip pan with 1” pvc drain pipe.
Install new carbon and smoke detector per code requirements.
Install new seismic earthquake straps.
Test unit for proper operations
220v to location is not included

Task #	Description	Quantity	Your Price	Your Total
T520360	50 Gallon Hybrid Heat Pump Water Heater The ProLine® XE Hybrid Electric Heat Pump reduces water heating cost by up to 73% through an innovative design that pulls environmental heat while dehumidifying and cooling the ambient air at the same time. FEATURES: • Increased energy efficiency • Choice of operating modes • Back-up electric elements • Dry fire protection	1.00	$6,154.22	$6,154.22
T520007	Drain Pan UP TO-30" & Drain Up To 10FT Due to expansion and contraction of the water tank and because of age water heaters may develop a leak which can spread across the floor. A water heater sits in a drain pan like a big dish and the leaking water is contained to prevent water damage to the structure. MPT:60.000000	1.00	$342.71	$342.71
T520021	Water Heater Seismic Brace Includes Seismic Brace and Mounting Hardware Preventing water heater damage as well as gas or water leaks during an earthquake is critical. It's important that the proper bracing be used with each specific application. MPT:49.999980	1.00	$19.32	$19.32
10 Year Smoke Detector	10 Year Smoke Detector	1.00	$85.00	$85.00
Combo 10 year Smoke / CO Detect	Combo 10 year Smoke / CO Detecto	1.00	$156.00	$156.00
T600030	Condensate Pump (New) Meets all Indirect Waste Codes! 18FT Lift, new wiring and plastic hoses for drain. Ensure your home is free of overflow water and avoid potential water over flow or bacteria from standing water	1.00	$109.07	$109.07
Permits	01 Plans and Permits Permits are required per State, County & City regulations. Fees are based on jurisdiction and total job cost.	1.00	$355.00	$355.00

JBARLHB300	Warranty Labor Residential HYBRID HEAT PUMP Water Heater 10 Years Added Protection We have found an issue that will take some time to correct. Because you have chosen us to be your service provider we are able to cover this expense under our warranty and we do so for up to 10 years. JB Warranties- HYBRID HEAT PUMP	1.00	$975.00	$975.00
50 Gallon Hybrid (Equipment) State HP6 50 DHPT	50 Gallon Hybrid (Equipment)	1.00	$3,416.00	$3,416.00

Sub-Total	$11,612.32
Tax	$0.00
Total	$11,612.32
Est. Financing	$124.25

Thank you for calling Riley Plumbing & Heating! NOW OFFERING Nu Drain Trenchless Sewer Repairs, Relining, & Dump Bins !!!!!!!

I, the undersigned am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize Riley Plumbing & Heating LTD. to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable. Hidden conditions which require extra work will be subject to additional charge. A monthly service charge of 1.5% will be added after 30 days, up to $1,000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If my check is returned for insufficient funds, I could be liable for 3 times the amount of the check or $500, whichever is more, plus the face value of the check and court costs I have read and agree to all the items and conditions set forth, and have reviewed the copy of the contract and Notice to Owner (Section 7018.5 - Contractors License Law) in the Terms and Conditions.

I hereby authorize Riley Plumbing & Heating LTD. to proceed with the above work at a flat rate of $11,612.32

Kimberly Peterson

12/1/2023

NOTICE TO OWNER

Under the California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (at prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

On work in excess of $500: YOU, AS OWNER OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND. THE COST OF PROCURING THIS BOND WILL BE PAID BY THE PURCHASER AND IS NOT INCLUDED IN THE CONTRACT.

RESPONSIBILITIES OF COMPANY - CONDITIONS AND LIMITATIONS

Company shall do all work in a competent, workmanlike manner. Company is not responsible for any existing illegal conditions.

LIMITED WARRANTY

Company warrants its work to be free from defects in material and workmanship for the warranty period of ONE YEAR from completion unless otherwise stated in writing on the face hereof.

EXCLUSIONS AND LIMITATIONS:

CUSTOMER'S RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of ninety (90) days from the date of completion. Company will not provide an itemized breakdown of materials and labor for task priced work. However, Company will provide an itemized list of all materials used to perform the necessary repair upon request.

PROTECTION OF CUSTOMER'S PROPERTY:

Customer agrees to remove or protect any personal property, inside and out, including, but not limited to, carpets, rugs, shrubs, and planting, and company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequences of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, file cabinets, and other appurtenances to the residence or other real property.

Company shall not be held responsible for damage to personal property, real property, or any improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

ENTIRE AGREEMENT:

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for, or on their behalf, or by any commitment, or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

Company will not provide an itemized breakdown of materials and labor for task priced work. However, Company will provide an itemized list of all materials used to perform the necessary repair upon written request.

NOTICE TO OWNER

Under the Nevada Mechanics' and Materialmen's Lien Law, NRS Chapter 108, any contrac subcontractor, laborer, supplier, or other person or entity who performs work or furnishes materials of $500.00 or more to improve the value of your property but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full but did not ask for and receive lien releases from the contractor's subcontractors, laborers, or suppliers.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a **"Preliminary or Pre-lien Notice."** A preliminary or pre-lien notice is not a lien against your property. Its purpose is to notify you of persons or entities who may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, contractors, subcontractors, suppliers, or laborers must file mechanics' liens with the county recorder, which then become recorded liens against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To insure extra protection for yourself and your property, you may wish to take one or more of the following steps:

1. **Request that your contractor supply you with a payment and performance bond** (not a license/surety bond), which guarantees completion of the project and payment of the subcontractors, materialmen, and laborers. A payment and performance bond provides that the contractor either complete the project or the bonding company will pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. There is a fee for a payment and performance bond. The cost is usually from 1 to 6 percent of the contract amount, depending on the contractor's bonding ability.
2. **Require that payments be made directly to subcontractors and material suppliers through a construction control.** Funding services may be available, for a fee, in your area, which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection.
3. **Issue joint checks for payment,** made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. These persons or entities have indicated that they may have lien rights on your property, **therefore you need to protect yourself.** This will help to insure that all persons due payment are actually paid.
4. Upon making payment on any completed phase of the project, and before making any further payments, **require your contractor to provide you with unconditional "Waiver and Release"** (lien release) forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made.

Some stationary stores will sell the **"Waiver and Release"** forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. **To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" or "Lien Release" form.** If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded **"Release of Mechanic's Lien"** signed by the person or entity that filed the mechanic's lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed.

Before you sign a contract, or if a lien is filed against your property, you should consult an attorney for additional protection.

Contractors are required by law to be licensed and regulated by the Nevada State Contractors Board. The Nevada State Contractors Board has jurisdiction to investigate complaints that are filed against contractors. Any questions concerning a contractor may be referred to the Nevada State Contractors Board at:

9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

or

2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

PERMITS: Owner is solely responsible for all permits and fees unless otherwise stated in writing on the face hereof.

ATTACHMENT E

AFFORDABLE CONSTRUCTION SERVICES TAHOE, INC.

3200 HWY 50, Suite no. 2
South Lake Tahoe, CA 96150
530-573-1194 Fax no. 573-8944
License no. 472888

CONTRACT AGREEMENT

Date: **February 23, 2023**

Project: **Tahoe Coalition for the Homeless**

Owner: Tahoe Coalition for the Homeless
1137 Emerald Bay Road, South Lake Tahoe, CA 96150

Project Site: 2250 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

Tahoe Coalition for the Homeless hereinafter referenced as Owner, hereby agrees to enter into this binding Contract agreement with **Affordable Construction Services Tahoe, INC.**, hereinafter referenced as Contractor, to furnish labor and materials to complete units 2 through 10 as proposed by Monarch Architecture sheets G0.0 through sheet A-1.0 dated Jan 6, 2023. Contract sum shall not exceed the sum of monies stated herein unless alterations are made to this proposed scope of work or there is an increase in material costs or additional work due reasonably unforeseen conditions. If additional work is desired by Owner(s) this Contract shall be modified by addendum.

Scope of work:

Contractor to furnish labor, supervision and office support, equipment and materials required to complete the scope of work on the attached spreadsheet.

Wages paid to all employees and subcontractors shall be in accordance with the Davis Bacon wage act (prevailing wages) for Eldorado County CA wage determination in effect on the date of acceptance of this agreement.

PAYMENT SCHEDULE

Total contract sum = $ 169,058.00

Payments to be made progressively.

CONTRACT TERMS AND CONDITIONS

1). **It is agreed** that the Owner(s) and Contractor may elect to make changes to the scope of work during the progress of the work. Both parties must agree in writing in the form of an addendum to the original Contract. Minor changes under 200.00 dollars may be verbal to expedite the work schedule.

2). **It is agreed** that the time to final completion will be extended if the original scope of work is altered.

3. **Warranty** on work shall be in accordance with governing jurisdictions and State Law.

4). **Payment schedule:** Owner shall pay Contractor in progressive installments bi-monthly as stipulated in attached spread sheet. Certified payroll reports shall be submitted to the Owner at the time of invoice submittal. Payments are due upon submission of invoice to Owner. Contractor retains the right to cease work on project if Owner fails to issue a progress payment within five calendar days of invoice date. Contractor shall be paid in accordance with the stipulated payment schedule. First payment = 1000.00 deposit. Subsequent payments shall be based on work in place and materials stored on site.

5). **Quality of workmanship:** All work performed by Contractor shall meet or exceed all applicable building codes enforced by county. All work shall meet or exceed industry standards of quality. Any/All disputes shall be resolved by binding arbitration in accordance with the rules of the America Arbitration Association. Owner agrees to pay all costs of collection, including attorney fees.

6). **Time to completion:** Contractor agrees to diligently work on project on a regular basis to ensure a timely completion. Job duration shall be subject to weather conditions, material and labor shortages, subcontractor delays, and actions of the Owner and or tenant. Reasonable workspace shall be provided to Contractor. This includes use of the driveway for staging and storage. Work shall commence within 72 hours after Notice to Proceed from Owner. Contractor shall substantially complete the contract work within 12 weeks after commencement.

7) Contractor shall have access to the property Monday through Friday 8am to 5 pm with approval by owner to work on Saturdays.

9) The work is limited to the specified line items found in the attached estimate.

10) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

11) Contractor shall maintain worker's compensation insurance and liability insurance through our duration of project.

NOTICE TO PROPERTY OWNER

CA Preliminary Notice:

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Three Day Recission:

Three-Day Right to Cancel: The Home Solicitation Sales Act requires a seller of home goods or services to give the buyer three (3) business days to think about whether to buy the offered goods or services. To cancel, the buyer need only give the contractor written notice of his or her intent not to be bound by the contract—there is no penalty or obligation on the part of the buyer. Under state law, when the contract is canceled, the seller is required to return any money that was paid within 10 days of receiving the cancelation request. The consumer/buyer must return any materials to the contractor that were applied to the contract. The purpose of the three-day right to cancel is to protect consumers from the pressure they often feel from in-home solicitors. If the contract is negotiated at the contractor's place of business, the three-day right to cancel does not apply. Your recission period begins the date of signed contract and ends 72 hours later excluding weekends and Holidays.

I agree to all the terms and conditions stipulated in the above contract.

ACCEPTANCE OF CONTRACT

_____

DATE

Owner: **Kimberly Peterson**

Beth Lee 2/23/2023

Beth Lee DATE

Contractor

Affordable Construction Services Tahoe, Inc
3200 US 50 Ste 2
South Lake Tahoe, CA 96150

Project Owner
Tahoe Coalition for the Homeless
2250 Lake Tahoe BLVD
South Lake Tahoe, CA 96150

Wage rates inlude prevailing wage and burrden
Units 2 through 10 - 9 units

Date 2/16/23

Discription of Work	Man hours	Wage rate	Extension	Materials	Sub total	
General demolition	64.00	$ 86.45	$ 5,532.80	$ 350.00	$ 5,882.80	$653.64/unit
Snow removal for acces	24.00	$ 86.45	$ 2,074.80	$ 350.00	$ 2,424.80	
Install tyvek vapor barrier on exterior walls	72.00	$ 86.45	$ 6,224.40	$ 600.00	$ 6,824.40	$758.26/unit
Install Owner furnished insulation batts	108.00	$ 86.45	$ 9,336.60	$ 600.00	$ 9,936.60	$1104.06/unit
Stock drywall	32.00	$ 86.45	$ 2,766.40	$ -	$ 2,766.40	
Install drywall 8,500 SF	162.00	$ 117.00	$ 18,954.00	$ 6,630.00	$ 25,584.00	$6026.60/unit
Tape and finish drywall	217.00	$ 117.00	$ 25,389.00	$ 500.00	$ 25,889.00	
Vent bathroom exhaust fans	27.00	$ 122.00	$ 3,294.00	$ 585.00	$ 3,879.00	$431/unit
Head out for electric heaters 4 ea.	16.00	$ 117.00	$ 1,872.00	$ 275.00	$ 2,147.00	
Demo and cap of heaters	5.00	$ 122.00	$ 610.00	$ 125.00	$ 735.00	
Prime and paint drywall 8,500 SF	81.00	$ 117.00	$ 9,477.00	$ 3,780.00	$ 13,257.00	$1473/unit

Install 4' kitchen cabinet and formica top	36.00	$ 117.00	$ 4,212.00	$ 10,125.00	$ 14,337.00	$1593/unit
Install sink and faucet at kitchen cabinet	27.00	$ 120.00	$ 3,240.00	$ 1,908.00	$ 5,148.00	$572/unit
Rehang Owner supplied interior doors and trim out	36.00	$ 117.00	$ 4,212.00	$ 585.00	$ 4,797.00	$533/unit
Install baseboard and window casing	72.00	$ 117.00	$ 8,424.00	$ 1,349.67	$ 9,773.67	$1085.96
Supervision fees	60.00	$ 125.00	$ 7,500.00	$ -	$ 7,500.00	$833/unit
Sub total labor and materials					$ 140,881.67	
Overhead @ 12%					$ 16,905.80	
Profit @ 8%					$ 11,270.53	
Total cost estimate					**$ 169,058.00**	

ATTACHMENT F

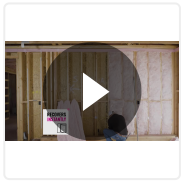
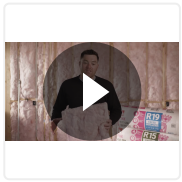
DECK THE HALLS WITH CHEER Holiday Decor for Inside & Out

Owens Corning

R-13 Kraft Faced Fiberglass Insulation Batt 23 in. x 93 in.

★★★★½ (1826) Questions & Answers (394)







Live Chat
Feedback

N Carson City **9PM** 89706

Share Print



R-13 Kraft Faced Fiberglass Insulation Batt 23 in. x 93 in.

by **Owens Corning**

$124.00



Pay **$99.00** after **$25 OFF** your total qualifying purchase upon opening a new card.

Apply for a Home Depot Consumer Card

Live Chat

Feedback

N Carson City Store

✓ 64 in stock Aisle 20, Bay 007

Batt/Roll Size: **7.75 ft. x 3.5 in. x 23 in.**

~~7.75 ft. x 3.5 in. x 15 in.~~ **7.75 ft. x 3.5 in. x 23 in.**

Pickup at N Carson City Delivering to 89706

Pickup

Today

64 in stock

FREE

Delivery

Tomorrow

64 available

Get it as soon as tomorrow. Schedule your delivery in checkout.

How much will you need?

Please note: calculations are estimates only

Calculate by:

- ○ Length x Width
- ◉ Square Footage



R-13 Kraft Faced Fiberglass Insulation Batt 23 in. x 93 in.
by **Owens Corning**

$124.00

+ Add Area

Calculate

38 units
will cover 5644.52 sq. ft.

$4,712.00
Est. Total

☑ Include an extra 10% to cover potential waste and breaks

- | 38 | + | Add to Cart

Product Details

Specifications

Questions & Answers
394 Questions

Customer Reviews
4.7 out of 5 ★★★★★ (1,826)

Live Chat
Feedback



R-38 Faced Fiberglass Insulation Batt 24 in. x 48 in. (1 Bag)

by Owens Corning ★★★★★ (330) 174

$139.00

Owens Corning

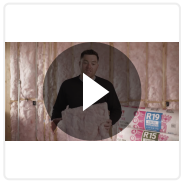
R-38 Faced Fiberglass Insulation Batt 24 in. x 48 in. (1 Bag)

★★★★★ (330) Questions & Answers (157)















Live Chat

Feedback

R-38 insulation

N Carson City **9PM**

89706



R-38 Faced Fiberglass Insulation Batt 24 in. x 48 in. (1 Bag)

by **Owens Corning**

$139^{00}

Pay **$114.00** after **$25 OFF** your total qualifying purchase upon opening a new card.

Apply for a Home Depot Consumer Card

Live Chat

Feedback

N Carson City Store

✓ 15 in stock Aisle 20, Bay 001

Pickup at N Carson City Delivering to 89706

Pickup

Today

15 in stock

FREE

Delivery

Today

45 available

Only **45** in stock. Please reduce the quantity or change your fulfillment to proceed.

Get it as soon as today. Schedule your delivery in checkout.

How much will you need?

Please note: calculations are estimates only

Calculate by:

Area 1

Square Footage:

5360 sq. ft.



R-38 Faced Fiberglass Insulation Batt 24 in. x 48 in. (1 Bag)

by **Owens Corning**

$139.00

93 units

will cover 5952.00 sq. ft.

$12,927.00

Est. Total

☑ Include an extra 10% to cover potential waste and breaks

⚠ This item has a limit of 30 per order.

- 93 +

Add to Cart

Free & Easy Returns In Store or Online

Return this item within **90 days** of purchase. Read Return Policy

Product Details

Specifications

Questions & Answers

157 Questions

Customer Reviews

Live Chat

Feedback

ATTACHMENT G

ReliaPro Painters Exterior Estimate

Full Workmen's Compensation, $1,000,000 Liability,
Bonded, License CA # 901768 NV# 0074692

530-200-9059
P.O. Box 13444
South Lake Tahoe, CA 96151

Customer Name: TCH - % Nicole Zaborsky
Address: 2250 Lake Tahoe Blvd
South Lake Tahoe, CA
Phone/Email: NicoleZaborsky@charter.net

Preparation

Power Wash: All areas to painted.

Mask as needed all windows, fixtures, etc

Scrape and sand all loose and peeling paint (orbital sander over rough areas)

Prime all bare wood. XIM Peel bond primer where peeling,

Caulk as needed.

Painting/Staining

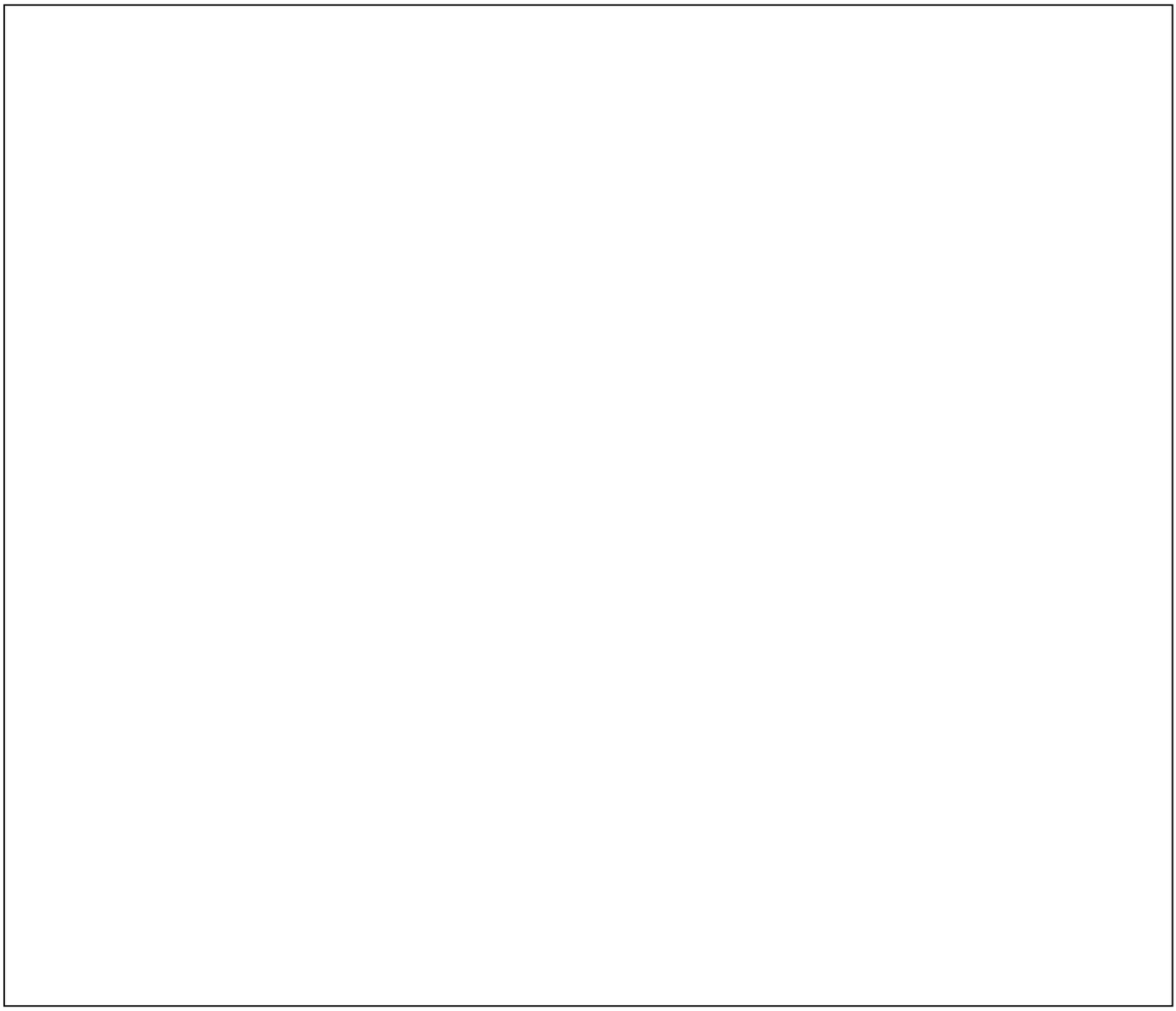
Area/Color	# of Coats	Product
All siding Color TBD	2	Benjamin Moore UltraSpec Lo sheen
All trim/door Color TBD	2	Benjamin Moore Ultra Spec Lo Sheen

Additional Comments: Clean up and remove all trash and waste from job site.

Price is good for 2024 exterior season. Price is based on Painters prevailing wage as of 12/1\7/20123 $50.20 hourly El Dorado County Brush, Spray, Paperhanger - Straight time rate
City of South Lake Tahoe license#003592

Deposit: $0.00
Amount due upon completion: $37,650
Total Price for all labor and materials: $37,650

Frank Muscat_____ _____
Submitted By ReliaPro Painters Proposal Accepted By



ATTACHMENT H

Ashley & Vance
ENGINEERING, INC

7530 Longley Ln., Suite 105
Reno, NV 89511
www.ashleyvance.com
(775) 825-4945

December 19, 2023
Project Number: 231728

Nicole Zaborsky
Tahoe Coalition for the Homeless
1137 Emerald Bay Road
South Lake Tahoe, CA 96150

Subject: **Proposal and Agreement for Civil Engineering Services**
2250 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

Dear Nicole:

At your request, we are pleased to provide this proposal outlining civil engineering services and associated fees for the subject project, and are excited about the opportunity to be a part of the design team.

Please find enclosed in this proposal the following:

- Section 1: Project Understanding
- Section 2: Scope of Services
- Section 3: Project Fee Summary
- Section 4: Additional Services
- Section 5: Terms and Conditions
- Section 6: Agreement for Civil Engineering Services

If you have any questions regarding the scope, fees, or any other items included in this proposal, please do not hesitate to give me a call.

Respectfully,



Bruce Jones
Principal Engineer
Ashley & Vance Engineering, Inc.

SECTION 1 — PROJECT UNDERSTANDING

Provide Civil Engineering plans, details and calculations for the remodel of the existing parking lot. Effort includes Construction Document preparation for building permits. Plans will include grading and drainage, accessibility improvements including parking, BMP design, and erosion control plans. It is anticipated the site will need to meet El Dorado County Tahoe Planning & Stormwater Management requirements based on the Tahoe Regional Planning Agency Best Management Practices Handbook for commercial developments. Site utilities are excluded from the scope of this proposal.

SECTION 2 — SCOPE OF SERVICES

The following assumptions clarify and identify the scope of services that Ashley & Vance Engineering, Inc (as the Consultant) will perform in conjunction with this project as described in Section 1.

1. **Project Management**
    - Consult with you (as the Owner and Client), the Project Architect (as the Owner's authorized agent), other subconsultants, and the General Contractor.
    - Provide application support for items in our scope of work and submittal preparation in all phases.
2. **Provide Construction Documents (CD) for Submittal to City**
   Provide CD documents consisting of civil plans, details, and technical specifications for project described in Section 1 on full size plan sheets. Documents shall include:
    - Design and applicable detailing as required of final elevations of hardscapes and landscapes
    - Design of storm drain facilities to discharge points for Best Management Practices (BMP)
    - Technical specifications on Plans
    - Report of final storm water management and hydrology, on 8.5" x 11" print format (with larger exhibits as required)
    - Erosion Control Plans for local agency review
    - Details of final earthwork quantities for permitting purposes
3. **Satisfy Public Agencies Corrections:** All Corrections shall be addressed in a timely manner.

All services performed outside of those listed above shall be considered Additional Services (refer to Section 4x).

This proposal is based on site plans provided by Tahoe Coalition for the Homeless, received 12/15/2023. A current Title Report of the property must be provided for review and all encumbrances identified. No public improvements are anticipated. The Site Plan shall be provided by the Architect in AutoCAD file format, including roof drain tributary areas and downspout locations for the purpose of sizing stormwater pipes and BMP features, ADA paths of travel, points of connection for building utility services, and property line setbacks. The limit of disturbance is anticipated to be less than one acre. Plans and permits will be processed by Tahoe Coalition for the Homeless.

A topographic and boundary survey must be provided for this project by a licensed land surveyor. All surveys shall include topography in AutoCAD file format with approved property lines and easements and legal descriptions, show inverted elevations for storm drain and sewer service lines and mains, provide surface and aerial utility locations, show trees with diameters at 4.5 feet, and all drip lines. Topography shall extend 25' beyond property line. Survey datum shall be based on local jurisdiction datum (i.e. NAD 83 and NAVD 88.) Surveyor shall also provide a PDF of signed survey.

A site-specific soils report must be prepared for this project by a licensed soils engineering consultant. Report shall provide trenching recommendations, pavement structural sections for all pedestrian and vehicular surfaces, infiltration testing for stormwater retention/infiltration features, and observation and testing programs during construction.

Items specifically excluded from our civil engineering services and proposals:

- Hazardous waste remediation
- Retaining wall design with surcharge or is over 3'-0" in height
- Building fire protection (sprinkler) design
- Utility design, application support, and coordination
- Landscape planting and irrigation plan(s)
- Tree Protection Plans (TPPs) or tree reports or surveys
- Traffic Control Plans

SECTION 3 — PROJECT FEE SUMMARY

Code	Service	Fee Type	Fee
Construction Documents		**H-EST**	**$9,600**
Total Estimated Hourly Fees			**$9,600**

Legend

H-EST = Hourly Fee Estimate

Payment Schedule **$2,900** Invoice #1: Upon approval of this agreement. Payment will be credited towards subsequent billings and billed on a monthly basis from then on.

The hourly (H) amounts shown above are initial hourly estimates only. All work, including anything over the amounts shown above, will be billed on a time and material basis per the hourly rate schedule that is current at the time the work is performed. Description for time charged will be provided on our invoices.

All invoices are due and payable upon receipt. A 1½ % monthly finance charge may be assessed for payments greater than 30 days past due. The Consultant may suspend services until account is brought current.

The client agrees to reimburse Consultant for all mileage (at the current IRS standard mileage rate), tolls, all plan production, packaging & shipping costs at a rate of 1.15 times direct cost, payable on a monthly basis as incurred.

SECTION 4 — ADDITIONAL SERVICES

Additional Services may include, but are not limited to:

Duplication of Efforts	Any revisions to our plans, details, or calculations due to project revisions including value engineering
Additional Scope	Work outside of the original Services such as revisions required by additional site plan or site improvement elements not in documents provided at the time of this agreement and tasks as specified in Section 3
Unforeseen Conditions	Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities
Planning & Permitting	Application preparation for meetings with Public Agency to obtain planning approvals or expedite plan check responses
Construction Support	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax, or email. Additional examples of assistance include, but are not limited to, evaluation of alternate product or systems, review of testing data, required submittals, shop drawings, contractor requests for substitution, as-built plans, etc. Site visits will be billed as Additional Services including travel time to/from our nearest office with a 3 hours minimum. All such support shall be conducted under the review of the Owner/Owner's authorized agent.
Civil Observations	Observations of specific civil scope items during the course of construction as required by the governing public agency or agencies
Code Upgrades	Revisions required due to code changes that occur during the course of the project
Subconsultant Services	Services required of subconsultants (if used) will be marked up 20%

Services provided on an hourly basis will be billed on a monthly cycle at the following hourly rates (subject to change):

Principal Engineer	$175/hr
Senior Engineer	$135/hr
Project Engineer	$115/hr
Office/Clerical	$75/hr

SECTION 5 — TERMS AND CONDITIONS

CORPORATE PROTECTION: Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

CIVIL ENGINEERING SERVICES: The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to structural engineering, waterproofing, floodproofing, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

EXPIRATION: This proposal is valid for 60 days from the above date.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

SUPPORTING DOCUMENTATION: The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, property surveys, reports, as-builts etc.) necessary for performance of the Consultant's services. The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, other consultants and contractors as well as information from public records without the need for independent verification.

DOCUMENT OWNERSHIP: All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of documents, if approved by the Consultant, may be subject to additional fees.

SUCCESSOR AND ASSIGNS: Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subconsultants and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subconsultants as he or she may deem appropriate to assist in the performance of services hereunder.

MEANS & METHODS OF CONSTRUCTION: Consultant will not supervise, direct, or have control over the Contractor's work. Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others. Consultant has no duty to defend or indemnify Client without a finding of negligence, recklessness, or willful misconduct on the part of the Consultant. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands or lawsuits in connection with or arising out of this project or the services rendered by the Consultant.

FORCE MAJEURE. If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdowns, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

LIMITATION OF LIABILITY: In no event will Consultant be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by the Engineer under this Agreement. The Consultant's total liability for work performed, which includes any liability for any

design defects pursuant to Civil Code § 2782.5, shall never exceed $50,000 or the amount paid by the Owner for services performed under this Agreement, whichever is greater.

MEDIATION / DISPUTE RESOLUTION: Owner and Consultant agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract. If one party initiates any court, legal, or other action to enforce any obligations under this Contract without first attempting mediation, that party shall not be entitled to any costs or attorneys' fees as the prevailing party.

ATTORNEY FEES: If the parties become involved in litigation arising out of this contract or the performance thereof, the court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party.

TERMINATION: This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

See next page for Acceptance

SECTION 6 — AGREEMENT FOR CIVIL ENGINEERING SERVICES

Between Client	Nicole Zaborsky Tahoe Coalition for the Homeless 1137 Emerald Bay Road South Lake Tahoe, CA 96150		
Billing Contact	Nicole Zaborsky	**Phone**	530-416-2779
		Billing Email	NicoleZaborsky@charter.net
And Consultant	Ashley & Vance Engineering, Inc. 7530 Longley Lane Reno, NV 89511		
Project Manager	Bruce Jones	**Phone**	(775) 825-4945 x121
		Email	bruce@ashleyvance.com
For the Project	2250 Lake Tahoe Boulevard South Lake Tahoe, CA 96150		

ACCEPTANCE

Commencement of Civil Engineering services may begin after the receipt of:

- This signed proposal
- Referenced documents in Section 2
- Initial payment amount indicated in Section 3
- Required information to be provided by Client in Section 6

Payments shall be sent directly to our San Luis Obispo office:

Ashley & Vance Engineering, Inc.
Attn: Accounting
1229 Carmel Street
San Luis Obispo, CA 93401

I, the Client, have read the above Section 1: Project Understanding, Section 2: Scope of Services, Section 3: Project Fee Summary, Section 4: Additional Services, and Section 5: Terms and Conditions, incorporated herein by reference **and agree to the terms and conditions set forth by the Consultant in this Proposal and Agreement, and any pertinent Attachments.**

Nicole Zaborsky **(CLIENT)** Date

Bruce Jones, PE **(CONSULTANT)** Date
Principal Engineer
Ashley & Vance Engineering, Inc

ATTACHMENT I

Alcorn Engineering Inc
2804 Santa Claus Dr
South Lake Tahoe, CA 96150 US
alcornengineering@gmail.com
www.laketahoepaving.com

Estimate

ADDRESS
Bears Den Inn 2244 Lake Tahoe S Lake Tahoe, CA 96150

ESTIMATE #	DATE	EXPIRATION DATE
1610	12/19/2023	01/19/2023

P.O. NUMBER
BMP Retrofit

ACTIVITY	QTY	RATE	AMOUNT
temporary bmp install & maintain temporary BMP's	1	6,500.00	6,500.00
03 Excavation Sawcut & Excavate for new underground BMP System, price per yard, does not include relocation of utilities if needed.	250	162.50	40,625.00
DI Installation Installation of traffic rated Jenson Precast direct inlet as per plan with Flo-Gard filter basket as per plan	2	9,750.00	19,500.00
Stormtech SC Chamber Install Storm-tech chamber system, geo-fabric, clean out ports & crushed gravel as per plan, price per linear foot of chamber	150	325.00	48,750.00
Drip-line Trenches Install drain rock filled drip-line trench with cobblestone boarders as per plan	360	35.00	12,600.00
Asphalt Paving-Commercial Pave 3" hot mix asphalt over 6" compacted type II base rock, asphalt BMP conveyance swales & new AC coverage. Price per sqft Does not include any additional paving to parking lot beyond paving & tie-in for new storm tech system & trash pad.	2,000	15.60	31,200.00
Mulch& Revegitate Mulch Disturbed areas with 3" of wood chips & revegetate with TRPA approved seed mix. Does not include landscaping plants	15,000	0.65	9,750.00
Existing Underground Structures Removal, repair, replacement, remediation, relocation and any other costs arising from unknown existing underground structures or unsuitable underground conditions will be resolved	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
on a "Cost Plus 30%" basis at cost of property owner.			
Underground Utilites Damage to underground utilities and structures not marked by (811 USA DIGS) or property owner not responsibiity of contractor. Contractor will make all reasonable efforts to protect in place all known existing structures.	1	0.00	0.00
boulders install 2' min boulder as parking barrier keyed into ground.	40	125.00	5,000.00
ADA Parking Area This estimate does not include any ADA improvements	0	0.00	0.00

This estimate is a non-binding budgetary estimate intended for budgetary planning purposes. CA DIR #PW-LR-1001076982. Contractor to conform to standard public works payroll & reporting requirements. Estimate based on plans dated 2/8/13 drawn by Gregory Cooka

TOTAL **$173,925.00**

Accepted By

Accepted Date

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 9, 2024

Title: Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation

Location: 2250 Lake Tahoe Blvd (Bear's Den Inn)

Responsible Staff Members: Jessica Wackenhut Lomeli, Interim Housing Manager

Background: The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions (such as City of South Lake Tahoe). Authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, approximately $71.2 million in CDBG coronavirus response rounds 2 and 3 (CDBG-CV 2/3) federal funds has been allocated to eligible jurisdictions in California to perform activities related to COVID-19 response and recovery.

On April 20, 2021 the City Council adopted Resolution 2021-021 authorizing an application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd) and to execute the Standard Agreement. The Bears Den Inn property was purchased by the Tahoe Coalition for the Homeless (TCH) with State of California Project Homekey Program funds to provide housing for persons experiencing or at risk of homelessness. Subsequently, the City Council adoption of Resolution 2022-003 on January 4, 2022, authorizing the Subrecipient Agreement with Tahoe Coalition for the Homeless to administer funding and execute the scope of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd). On June 20, 2023, Amendment Number 1 was made to the Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless to extend the time of performance to October 1, 2024.

Issue and Discussion: On November 15, 2023, HCD informed current CDBG-CV grantees that a small amount of unclaimed funding is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding is not guaranteed but unclaimed funds will be reallocated to construction projects per the following priorities:

1. Tribal awards for construction projects including CDBG-CV 2/3 Tribal Set-Aside and Homekey awards made to Tribes with documented increased project costs and demonstrated financial gap;
2. Non-Tribal Homekey construction projects with documented increased project cost and demonstrated financial gap;
3. All other CDBG-CV construction projects with documented increased project cost and demonstrated financial gap.

TCH has encountered several challenges that have impacted the original scope of work, which include various unforeseen challenges and damage related to property upgrades and lack of labor that qualify for participation in a federally funded rehabilitation grant. These issues coupled with the relative the small scale of the project have made it challenging to secure a qualified contractor. Additionally, like many other properties this past winter, the project experienced extensive damage to the existing circa 1960s galvanized plumbing system, damage to the exterior paint, and extensive issues to the already aging asphalt in the parking lot due to freeze and thaw cycles. The bids received in 2022 and 2023 are close to double the cost estimates for the original scope of work in addition to the extensive work discovered through initial rehabilitation work. Attachment 4 contains the full list of remaining work for full rehabilitation with the cost according to bids received (Attachment 5).

As such, TCH has submitted a revised Scope of Remaining Work for full rehabilitation of the Bear's Den (Attachment 4) showing the documentation of new, increased project costs and the gap in CDBG funds being requested since the original application submitted for this program. Grantees with qualifying CDBG-CV construction projects may request up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application.

It is recommended that the City Council adopt a Resolution approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). It is also recommended that the City Council adopt an amendment (Amendment #2) to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3 authorized by Resolution 2022-003.

Financial Implications: The total grant funds spent by TCH are $109,780.33 with a remaining balance of $385,851.67. The total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City is unknown at this time.

Environmental Considerations: The proposed project that would use grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use" including "restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood."

The project qualifies for a National Environmental Policy Act (NEPA) Categorical Exclusion pursuant to 24 CFR 58.35(a). The City completed required documentation and public noticing in compliance with NEPA as part of the grant application.

Policy Implications: This action would be consistent with an existing Memorandum of Understanding between the City and TCH where both parties agreed to seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents and committed to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.

The recommended action is also consistent with the following adopted policies and programs:

City Strategic Plan

Action Item 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

Policy 4-4 The City shall provide priority permit processing of projects that are targeted toward special-needs groups, such as seniors, the disabled (including the developmentally disabled), and the homeless, including priority for building plan check, subdivision map review, improvement plans for roadways and utilities, and environmental impact analysis.

Resolution of the Governing Body

RESOLUTION NO. 2024 - 005

A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV)

BE IT RESOLVED by the City Council of the City of South Lake Tahoe as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement(s) with the State numbered 20-CDBG-CV2-3-00274 (the "Standard Agreement(s)") pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

List of Activity Funding:

Current Authorized amount(s) under Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG-CV: $505,632.00
- Program Income: $0
- Total: $505,632.00

Amount of new CDBG-CV funds to be added to Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Not to exceed $632,040
- Program Income: $0
- Total: $632,040

Total amount of amended Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Grant Not to exceed $1,137,672
- Program Income: $0
- Total: $1,137,672

(*Add as many tables as necessary to document the requested amendment. Include associated budget changes, if any.*)

SECTION 2:

The City of South Lake Tahoe acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

SECTION 3:

The City of South Lake Tahoe hereby authorizes and directs the City Manager, or designee*, to execute and deliver all application(s), “Request(s) for Additional Funds,” and/or amendments to the Standard Agreement and act on the City’s behalf in all matters pertaining to all such application(s), “Request(s) for Additional Funds,” and/or amendments.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 5:

If an amendment to the Standard Agreement is approved, the City Manager, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

** Important Note: If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a regular meeting of the [*City Council or County Board of Supervisors, as applicable*] of the City of South Lake Tahoe held on

January 9, 2024 by the following vote:

[*Instruction: Fill in all four (4) vote-count fields below. If none, indicate "0" for that field.*]

AYES: 4 NOES: 0

ABSENT:0 ABSTAIN:0

Recused: 1

Yes: Bass, Friedrich, Wallace, Robbins
Recused: Creegan

Date: 1/9/2024

Cody Bass (Jan 9, 2024 15:52 PST)

Cody Bass, Mayor
City Council

STATE OF CALIFORNIA

City of South Lake Tahoe

"I, Sue Blankenship, City Clerk of the City of South Lake Tahoe, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council, as applicable on this 9th day of January, 2024; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect."

Sue Blankenship (Jan 9, 2024 14:09 PST)

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

(*Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.*)

Resolution 2024-005 Amendment to Agreement Issued Under the 2020 CDBG-CV

Final Audit Report 2024-01-09

Created:	2024-01-09
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOxUzXVSerN-_xv_9MezWbVn6QA968Bnw

"Resolution 2024-005 Amendment to Agreement Issued Under the 2020 CDBG-CV" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-01-09 - 9:43:27 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2024-01-09 - 9:44:18 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2024-01-09 - 10:08:31 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-01-09 - 10:09:29 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2024-01-09 - 10:09:31 PM GMT

Email viewed by cbass@cityofslt.us
2024-01-09 - 11:08:59 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2024-01-09 - 11:52:09 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2024-01-09 - 11:52:11 PM GMT - Time Source: server

Agreement completed.
2024-01-09 - 11:52:11 PM GMT

CITY OF SOUTH LAKE TAHOE

Development Services Department

Amendment #2 to Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless

This Amendment is made on _____, 2024 to the Subrecipient Agreement entered into as of January 5, 2022 (C-004-2022) by and between the City of South Lake Tahoe, a municipal corporation ("Grantee") and Tahoe Coalition for the Homeless ("Subrecipient"). The parties ("Grantee" and "Subrecipient") hereby agree to the following amended terms:

Section III is hereby amended as follows:

Budget

Line Item	Amount: Additional amount not to exceed
Professional Services	$1,169,124.88
Construction	
General Administration	

TOTAL: Not to exceed $_____

Section VII. Is hereby amended as follows:
General Provisions:
Adding:

I. The Tahoe Coalition for the Homeless and City agree to cooperate to pursue other sources of funding, including grants, to operate a winter shelter in the community for at least the next five years.

J. The Tahoe Coalition for the Homeless agrees to provide an annual report to City Council, in coordination with other partners as appropriate, on resources and needs with respect to homelessness and unhoused people in the City of South Lake Tahoe.

All other provisions of the Subrecipient Agreement shall remain in full force and effect.

_____	_____
Joseph Irvin, City Manager	Kimberly Peterson, Director of Housing
_____	_____
Date	Date

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:6

Agenda Item: Retired Investigators Guild Donation Authorization

Executive Summary: The Retired Investigators Guild is a non-profit retired peace officer organization that would like to assist the Police Department investigate cold cases.

Requested Action / Suggested Motions: Pass a Resolution approving the acceptance of donated volunteer hours in a value potentially exceeding $10,000 from the Retired Investigators Guild for the purposes of providing investigative assistance with cold cases.

Responsible Staff Member: Nick Carlquist, Detective Sergeant, and David Stevenson, Chief of Police

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Retired Investigators Guild Donation.docx
02-Resolution - Retired Investigators Guild Donation Acceptance.docx
03-MOU with Retired Investigators Guild
04-City Donation Form

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: Retired Investigators Guild Donation Authorization

Location: Citywide

Responsible Staff Member: Nick Carlquist, Detective Sergeant, and David Stevenson, Police Chief

Background: The South Lake Tahoe Police Department investigates many complex cases. Among these cases are investigations which have remained unsolved due to lack of leads, technology, or manpower (aka, “cold cases”). The Retired Investigators Guild (RIG) is a nonprofit who provides law enforcement investigation assistance.

Issue and Discussion: The SLTPD and RIG have established an MOU allowing RIG volunteers, who are former sworn law enforcement investigators, to partner with current SLTPD Detectives. The purpose of this partnership is to encourage the investigation, analysis, and closure of cold cases. The SLTPD is required to get City Council approval to accept this donation of time, which is estimated at 1-30 volunteer hours per month (valued at $89/hr to equate a fully burdened SLTPD detective).

Financial Implications: Assistance provided by RIG volunteers is at no cost to the City. RIG has met the insurance requirements requested by the City, and proof of insurance has been provided along with signed waivers drafted by the City.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: This assistance is consistent with the policies and goals of the Police Department.

Resolution 2024- XXX

Adopted by the City of South Lake Tahoe
City Council

February 13, 2024

Authorizing the acceptance of volunteer hours from the Retired Investigator's Guild for the purposes of providing investigative assistance with cold cases

BACKGROUND

A. The City of South Lake Tahoe has established a Memorandum of Understanding with the Retired Investigator's Guild (RIG) for the purpose of accepting investitive assistance with SLTPD cold cases.

B. The South Lake Tahoe Police Department and the Retired Investigators Guild jointly recognize the need to provide investigative time and closure to cold cases, many of which involve major crimes such as homicide.

C. The City and the Retired Investigators Guild are dedicated to working collaboratively to examine, analyze and investigate cold crimes.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Finds the above recitals are true, correct, and a substantive part of this resolution

2. Approves the acceptance of the donation of volunteer hours possibly exceeding a value of $10,000 from the Retired Investigators Guild to provide investigative assistance per the Memorandum of Understanding (Attached).

Adopted by the City of South Lake Tahoe City Council on February 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

MEMORANDUM OF UNDERSTANDING

Retired Investigators Guild & South Lake Tahoe Police Department

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature affixed to this document, by and between the City of South Lake Tahoe (the "City" or "SLTPD") and The Retired Investigators Guild, a Nevada Nonprofit Corporation ("RIG").

For valuable consideration, The Parties understand and agree as follows:

1. Purpose. The purpose of this MOU is to establish a framework for cooperation between SLTPD and RIG.

2. Parties.

   2.1. The South Lake Tahoe Police Department, an agency of the City of South Lake Tahoe, a political subdivision of the State of California, and its employees, agents, and volunteers.

   2.2. The Retired Investigator's Guild, a Nevada Nonprofit Corporation, headquartered in the State of Nevada, and its directors, officers, employees, members, agents, and volunteers.

   2.3. Collectively, SLTPD and RIG may be referred to in this MOU as "The Parties".

3. Term. This MOU shall commence on the date of the last signature affixed to the MOU and shall continue in effect for a period of three years. The MOU may be renewed by mutual agreement of The Parties.

4. Definitions.

   4.1. "Active case" means a criminal investigation which has not been closed or solved and for which evidence is being actively obtained or pursued by a law enforcement agency.

   4.2. "Cold case" means a criminal investigation which has not been closed or solved after a significant time has passed since the case was opened, including investigations in which a law enforcement agency has ceased to seek out new evidence.

   4.3. "Third Party/Parties" means any natural person, any form of business or social organization, a government, governmental agency, political subdivision, or any other nongovernmental legal entity, including, but not limited to, a corporation, partnership, association, trust, or unincorporated organization who not a party to this MOU.

4.4. "Volunteer" means any person who performs services for either Party for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. All Volunteers performing Services under this Agreement shall be considered RIG volunteers, not volunteers of City of South Lake Tahoe.

4.5. "Services" means each of the services RIG represents it will perform as identified in Section 5 of this Agreement.

5. Representations.

5.1. RIG represents the following:

5.1.1. It will make reasonable efforts to meet the training and investigative support needs of SLTPD as they align with the mission of RIG;

5.1.2. It has or will develop training materials that it believes will enhance the capabilities and performance of SLTPD;

5.1.3. That training materials will be provided to SLTPD at no cost to SLTPD; and,

5.1.4. It will provide qualified investigators to support SLTPD, as may be agreed upon and memorialized in a separate agreement between The Parties.

5.2. SLTPD represents the following:

5.2.1. It will make reasonable efforts to meet the training and investigative support objectives of the mission of RIG;

5.2.2. It has a need for and will provide opportunities for RIG to train SLTPD personnel.

5.2.3. It has a need for and will provide opportunities for RIG investigators to provide case investigation support, as available, as may be agreed upon and memorialized in a separate agreement between The Parties; and,

5.2.4. It will permit RIG to disclose any case achievements and improvements in SLTPD capabilities reasonably attributable to RIG investigative support or training, within the limits of Section 10 of this MOU and any subsequent agreements related to information sharing.

6. No Warranties. The Parties expressly agree that there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, with respect to any contemplated goods or services provided under this MOU. The Parties expressly

agree that RIG does not warrant that its training is, or will become, accredited by any accrediting organization, that the training provided will qualify for academic or professional educational credit of any kind, or that its investigative support will yield any particular results.

7. Deliverables.

7.1. The Parties agree RIG will provide training and investigative resources to SLTPD, to be agreed upon and memorialized in separate agreements.

7.1.1. The training contemplated in this provision may include Police Officer Standards and Training "POST" certified, other certified, or uncertified training on topics relevant to RIG's areas of expertise and as needed by SLTPD.

7.1.2. Any such training will be delivered at facilities provided by SLTPD for such purposes, in person or virtually, at the discretion and convenience of RIG.

7.1.3. The investigative resources contemplated by this provision may include, but are not limited to, case reviews, case summaries, case consultations, development of investigative plans, providing specialized investigative tools, persons to perform or assist in investigative tasks, or identifying other persons or resources to assist in an investigation, to be agreed to and memorialized in a separate agreement between The Parties.

7.1.4. The types of cases for which investigative support may be provided may include "cold" or "active" cases.

7.2. The Parties agree that SLTPD will provide opportunities to RIG to provide training and investigative resources to SLTPD as contemplated in the Deliverables section of this MOU.

7.2.1. The training or investigative resources to be provided will be agreed upon and memorialized in a separate agreement between The Parties.

7.2.2. SLTPD will provide facilities to RIG for the purpose of providing training.

7.2.3. SLTPD will provide access to appropriate case files, with appropriate safeguards in place to protect the integrity of investigations and to limit any liability to RIG, as may be necessary for RIG to fulfill any obligations of agreed-upon investigative support.

8. Non-Employment. Nothing in this MOU shall create an employment relationship between The Parties. Neither Party shall be considered an employee of the other Party for any purpose.

9. Auxiliary Participation.

   9.1. If an agreement subsequent to this MOU is entered into by The Parties for the provision of investigative resources, SLTPD agrees make all reasonable efforts to ensure that the person or persons providing such services on behalf of RIG are afforded the access to case information and the protections afforded to SLTPD's own employees in the course and scope of their employment.

   9.2. If such access and protections are available by the person(s) participating in SLTPD auxiliary, RIG will make reasonable efforts to ensure that such persons would qualify for service in SLTPD auxiliary, to provide any information necessary to accomplish any required background investigation, that such person(s) would cooperate with any required background investigation, and that such person(s) have, or are eligible to receive, the requisite training as may be required by SLTPD to serve in the auxiliary.

10. Publicity, Public Information, and Media Inquiries.

   10.1. Each Party may disclose the existence of this MOU internally and to the media, current or potential employees, members, volunteers, agency partners, governmental partners, entity partners, or donors.

   10.2. Each Party may disclose the timing, nature, and general topic of any training provided by RIG to SLTPD internally and to the media, current or potential employees, members, volunteers, agency partners, governmental partners, entity partners, or donors.

   10.3. Investigation Resources.

      10.3.1. If and when The Parties enter into an agreement for RIG to provide investigative resources to SLTPD, RIG may disclose case information to its own directors, officers, members, agents, or volunteers, but shall not provide any information to the media or third parties without the permission of SLTPD, except as may be otherwise required by law.

   10.4. Public Records Requests. If RIG receives any request for information controlled or maintained by SLTPD under a "sunshine" law, including, but not limited to the Freedom of Information Act and the California Public Records Act, RIG will forward such request to City of South Lake Tahoe City Clerk's Office as soon as is practicable, and City of South Lake Tahoe will

assume responsibility for lawfully responding to such request and agrees to defend RIG in any action related to or connected to the request unless RIG fails to timely forward the request in accordance with the foregoing Section 10.4. For the purposes of this paragraph, "timely" means within a reasonable amount of time so as to give the City a reasonable opportunity to timely respond to the information request.

11. Governing Law. The laws of the State of California shall govern the validity, construction, and effect of this MOU.

12. Venue. Any action to interpret or enforce this MOU shall be brought and maintained exclusively in the El Dorado County Superior Court, South Lake Tahoe Division.

13. City Rules. In its activities related to this MOU, RIG Volunteers will comply with all written rules and regulations adopted by the City. Possession or use of firearms, liquor, or illegal drugs on the Property or Premises are prohibited.

14. Insurance Requirements. RIG shall provide insurance coverage as required by Exhibit A, attached hereto.

15. Volunteer Management.

15.1. RIG Volunteers; Qualification. RIG shall provide all labor and professional, supervisory and managerial support as required to perform the Services, which shall be determined in RIG's sole and absolute discretion. Such persons ("Volunteers," and each, a "Volunteer") shall be qualified to perform the duties to which they are assigned, which qualification shall be determined in RIG's sole and absolute discretion. All Volunteers who performed the Services under this agreement shall be Volunteers of RIG and not considered CITY Volunteers.

15.2. Forms. RIG shall not allow any Volunteer to participate in the performance of any Services prior to RIG and CITY'S receipt of the RIG Volunteer waiver in substantially the form attached hereto in **Exhibit B,** executed by Volunteer.

16. Background Checks. RIG shall require all RIG employees and Volunteers performing the Services on CITY property or otherwise interacting with the public during performance of the Services to undergo and pass a California Department of Justice approved-criminal background check before any such RIG employee or Volunteer shall be permitted to perform the Services described in this Agreement. The CITY shall not be responsible for any costs associated with such background checks.

17. Insurance.

17.1. Required Policies. Before beginning any work under this Agreement, RIG, at its sole cost and expense, shall procure and maintain, for the term of the Agreement, the following policies of insurance (collectively, "Policies") and Policies shall be at least as broad as described below:

a. Commercial General Liability ("CGL") Coverage. RIG shall maintain CGL Insurance no less broad than ISO form CG 00 01 with limits no less than one million dollars ($1,000,000) per occurrence for products and completed operations, property damage, bodily injury, and personal and advertising injury, including without limitation, blanket contractual liability. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of CITY. If a CGL insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Any failure to comply with the reporting provisions of the policies held by RIG shall not affect coverage provided to the City. Coverage shall state that RIG's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Automobile Liability Coverage. RIG shall maintain automobile liability insurance covering bodily injury and property damage for all activities of RIG arising out of or in connection with the Services, including coverage for owned, hired, and non-owned autos using ISO Business Auto Coverage Form CA 00 01 (or equivalent), in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

c. Other Insurance Provisions. If RIG maintains broader coverage and/or higher limits than the minimums listed above, CITY shall be entitled to the broader coverage and/or higher limits maintained by RIG. Provided CITY is entitled to such amounts, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

d. RIG shall not be required to obtain Workers' Compensation and Employer's Liability Coverage at this time based on RIG's representation that it does not have any employees. RIG agrees to promptly inform the City if it does hire any employee(s). At the time that RIG hires any employee(s), RIG shall obtain Workers' Compensation and Employer's Liability Coverage acceptable to the City and in accordance with applicable law before RIG performs any further work under this Agreement.

17.2. Requirements Applicable to All Insurance Policies.

a. Endorsements.

i. Additional Insured. Each Commercial General Liability and Automobile Liability Insurance Policy shall be endorsed with the following specific language:

> City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of this Agreement and/or work performed by or on behalf of RIG.

ii. Primary and Non-Contributory. For any claims arising out of or in connection with the Services performed by RIG, RIG's Insurance Policies shall be primary insurance coverage as respects CITY. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with it.

iii. Waiver of Subrogation. RIG's Commercial General Liability Insurance Policies shall waive all rights of subrogation against CITY. The waiver of subrogation endorsements shall be in favor of CITY for all activities of RIG arising out of or in connection with the Services.

iv. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. Verification of Coverage. RIG shall furnish the City with original Certificates of Insurance including copies of all required endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before commencing performance of the Services

provided herein. RIG shall not commence performance of the Services under this Agreement until all insurance required under this section has been approved by CITY as to form, amount, and carrier. Any exclusions to the Policies require the prior written approval of the City Attorney. The City reserves the right to require complete copies of all Policies, including any applicable endorsements thereto.

c. Deductibles and Self-Insured Retentions. RIG shall be responsible for all deductibles and/or self-insured retentions in all of RIG's insurance policies. The amount of deductibles and self-insured retentions for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Policy Amendments. RIG shall not allow any Policies to be suspended, voided, canceled, or changed (including coverage limitations) without providing at least thirty (30) days' prior written notice to the City Attorney in accordance with the notice requirements set forth in Section 23 herein. The failure to comply with this Section shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

e. Notice of Cancellation. RIG shall provide immediate written notice to the City upon RIG's receipt of notice of any of the following occurrences: (i) The termination of any Policy; (ii) A reduction in the coverage limits of any Policy; or (iii) An increase in the deductible or amount self-insured retention. In the event of any cancellation or reduction in coverage or limits of any insurance policy, RIG shall use its best efforts to obtain substitute insurance as soon as reasonably possible and provide verification of such replacement policies in accordance with the terms of Section 23 of this Agreement.

f. Acceptability of Insurers. Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

g. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. Termination.

18.1. This MOU may be terminated by either Party upon thirty (30) days' written notice, to include electronic mail, to the other Party.

18.2. Upon termination of this MOU, or upon the other Party's request, each Party will return all of the other Party's property it has in its possession,

custody, or control. This includes, but is not limited to, all documents, data, materials, and equipment.

19. Headings. The headings in this MOU are for convenience only and shall not affect its interpretation.

20. Integration/Entire Agreement. This MOU constitutes the entire agreement between The Parties with respect to the subject matter contemplated herein and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

21. Severability. If any provision of this MOU is held to be invalid or unenforceable, such provision shall be stricken from this MOU and the remaining provisions shall remain in full force and effect.

22. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Notices.

23.1. All notices and other communications required by this MOU shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, or by electronic mail, addressed as follows:

23.1.1. If to SLTPD:

Chief of Police David Stevenson

South Lake Tahoe Police Department

1352 Johnson Blvd

South Lake Tahoe, CA 96150

23.1.2. If to RIG:

24. Signatures. Each Party represents that the undersigned signatory has the requisite authority to assent to this MOU.

IN WITNESS WHEREOF, the authorized signatories of The Parties hereby affix their signatures below on the date(s) provided:

On behalf of RIG:

Signature: _____ Date: _____

Name: _____

Title: _____

On behalf of SLTPD:

Signature: _____ Date: 1/11/24

Name: DAVID STEVENSON

Title: CHIEF

Exhibit A

INSURANCE REQUIREMENTS

Exhibit B

WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

Retired Investigators Guild ("RIG") Volunteer Activities

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THESE TERMS.

This Waiver, Assumption of Risk, and Release of Liability Agreement ("Release") applies to all persons participating as a RIG volunteer ("Volunteer") at City of South Lake Tahoe's Police Department.

In consideration of the opportunity to participate as a Volunteer, I, hereby freely, voluntarily, and without duress execute this Release under the following terms:

I AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND the City of South Lake Tahoe and its elected or appointed officers, officials, employees, agents, representatives, and volunteers (the "City"), against all claims, causes of action, damages, judgement, costs, and/or expenses, including attorney's fees and other costs, which may in any way arise from my participation as a Volunteer. I FURTHER REPRESENT AND WARRANT that I will not participate in Volunteer activities if I am experiencing symptoms of a Coronavirus or other communicable disease, including, but not limited to COVID-19, e.g., fever, shortness of breath, cough, etc.

1. **RESPONSIBILITIES.** I agree that upon each commencement of my participation as a Volunteer, I will inspect the worksite premises and surrounding areas, supplies provided, and equipment provided and IF I BELIEVE OR FIND ANY OF THEM TO BE UNSAFE, I WILL IMMEDIATELY ADVISE THE PERSON SUPERVISING MY VOLUNTEER ASSIGNMENT. IF ANY SAFETY ISSUES I REPORT ARE NOT RESOLVED TO MY SATISFACTION, THEN I WILL LEAVE THE PREMISES AND REFUSE TO PARTICIPATE AS A VOLUNTEER.

2. **ACTIVITIES.** I acknowledge that my participation as a Volunteer has inherent risks that no amount of care, caution, instruction, or expertise can eliminate, and that during my participation as a Volunteer, I will be involved in, or exposed to, activities and situations that may involve significant risk. I attest that I am fully aware of the risks and hazards connected with being a Volunteer and hereby elect to voluntarily participate, knowing that my participation as a Volunteer may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, to the extent permitted by law, which may otherwise be sustained as a result of being engaged as a Volunteer.

3. **RELEASE AND WAIVER. I RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS THE CITY OF SOUTH LAKE TAHOE AND ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (COLLECTIVELY, THE "CITY ") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPATING AS A VOLUNTEER. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I WAIVE MY RIGHT TO BRING A COURT OR OTHER ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY INJURY TO MYSELF OR MY PROPERTY OR FOR MY DEATH, HOWEVER CAUSED, ARISING OUT OF MY PARTICIPATION AS A VOLUNTEER. THIS RELEASE DISCHARGES THE CITY FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY PARTICIPATION AS A VOLUNTEER, WHETHER CAUSED BY THE CITY, THE CITY'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. I FURTHER UNDERSTAND THAT THE CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE, INCLUDING BUT NOT LIMITED TO ANY MEDICAL OR HEALTH PAYMENTS IN THE EVENT OF INJURY OR ILLNESS.**

4. **MEDICAL TREATMENT.** I do hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with participation as a Volunteer.

5. **PHYSICAL HEALTH.** I warrant that I have the physical health, ability, and experience to participate as a Volunteer without risk of physical harm to myself or others, have not been advised to not participate as a Volunteer by a qualified medical professional, and warrant that there are no known health-related reasons, mental impairments, or other problems that preclude my participation as a Volunteer.

6. **DRUG USE. Attest that I will not use any form of alcohol, stimulants, or drugs (prescription or non-prescription), that could jeopardize my safety, or the safety of others, while performing work as a Volunteer.**

7. **VENUE.** I agree to the sole and exclusive venue of the County of El Dorado, California, South Lake Tahoe Division. I further agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that the substantive law of California shall apply without regard to any conflict of law rules. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

   If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the undersigned.

THIS DOCUMENT RELIEVES THE CITY OF SOUTH LAKE TAHOE AND ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM LIABILITY FOR PERSONAL AND/OR BODILY INJURY, WRONGFUL DEATH, AND/OR PROPERTY DAMAGE WHICH MAY OCCUR AS A RESULT OF MY PARTICIPATON AS A VOLUNTEER, TO THE EXTENT PERMITTED BY LAW.

IMPORTANT: IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have carefully reviewed the foregoing 'Agreement' in its entirety, and I understand all of its terms. By this Agreement, I have had the opportunity to ask questions and have been advised to consult with an attorney before executing this Agreement. I knowingly, freely, and voluntarily assent to all

of this Agreement's terms and conditions including, without limitation, the waiver, release, and covenants contained in it. I FURTHER UNDERSTAND THAT THIS 'RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT' IS BINDING UPON MYSELF, MY FAMILY MEMBERS (TO INCLUDE MY SPOUSE), HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS TO THE FULLEST EXTENT AS PERMITTED BY CALIFORNIA LAW.

_____

Print Name of Volunteer

_____ _____

Signature **Date**

In case of emergency, name, telephone number, and nature of relationship to emergency contact:

_____

Print Name of Emergency Contact

_____ _____

Telephone Number **Relationship**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nevada Insurance Agency 3724 Lakeside Drive Suite #100 Reno NV 89509	**CONTACT NAME:** Madolyn Wyse **PHONE (A/C, No, Ext):** 775-451-1624 **FAX (A/C, No):** 775-451-0179 **E-MAIL ADDRESS:** madolyn@niacnv.com
INSURED The Retired Investigators Guild THERETI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : KINSALE INSURANCE CO 38920 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1954295263 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TBD	1/2/2024	1/2/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF
SOUTH LAKE TAHOE

DONATION APPROVAL FORM

Name of Donor: *Retired Investigator's Guild (RIG)*

Address: *18124 Wedge Pkwy #179* City: *Reno* State: *NV* Zip: *89511*

Description of donation: *Investigative assistance for the SLTPD Detective Division*

Donor estimate of current value: *Est. 1-30 hrs/mo, subject to change based upon caseload.*
($89/hr based upon fully burdened detective wage)

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion: *None*

Intended use: *Assistance with investigation of cold cases*

Conditions of acceptance or donor designation: *Per MOU contract*

Remarks:

City Department receiving donation: *Police Department / Detective Division*

Account Number for Revenue: *Not applicable*

Attach additional information where necessary.

APPROVED BY:

		Name/ Title	Signature	Date
Up to $5,000	Department Head	DAVID CHIEF STEVENSON		1/30/24
Up to $10,000	Finance Director	N/A		
$5,000 to $10,000	City Manager	N/A		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:7

Agenda Item: Amendment No. 2 to Agreement with Walker Consultants for the Bellamy Parking Garage Upgrade Project to Add $46,200 and Extend Term to December 2025

Executive Summary: Staff is recommending a Contract Amendment with Walker Consultants to provide additional services related to the City Parking Garage, located at One Bellamy Court. The design and construction of Phase 1 of the project was completed in October/November 2023, which included structural upgrades and changes to the circulation pattern. The current phase of the project will include the installation of EV Charging stations, a new Revenue and Access Control System, and an Advance Parking Guidance system. The City is planning to issue an RFP for the procurement of the EV charging stations and the new Access Revenue Control System/Parking Guidance System. A public works contract will be prepared for the installation of the equipment. The City is planning to begin installation after Labor Day 2024, with the completion before the winter season 2024-2025. Additional work has been requested from Walker's consultant for the procurement and construction of the various equipment necessary for the full functioning of the parking garage.

Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Mayor to execute Amendment No. 2 to the Agreement with Walker Consultants to add $46,200 for a not-to-exceed contract amount of $246,866, appropriate $46,200 from the Parking Garage Fund Balance for the Bellamy Garage Upgrade Project, and extend the term to December 2025.

Responsible Staff Member: Anush Nejad, Director of Public Works, and Jeff Roberson, Operations Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01-Staff Report - Walker Amendment.docx
02 - STJPPA Resolution -Bellamy Parking Garage.docx
03 - C-047-2022 Agreement with Walker Consultants.pdf
04 - C-187-2022 Amendment No. 1 to Walker Consultants.pdf
05 - Amendment No. 2.pdf

City of South Lake Tahoe Report to South Tahoe Joint Powers Parking Financing Authority

Meeting Date: February 13, 2024

Title: Amendment to the Contract with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project

Location: One Bellamy County, South Lake Tahoe

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031 and Jeff Roberson, Operations Lieutenant (530) 542-6521

Background: On April 5, 2022, the South Tahoe Joint Powers Parking Financing Authority entered into an agreement with Walker Consultants to evaluate the City Parking Garage and provide recommendations to upgrade the parking structure, circulation, Parking Revenue and Access Control System (PARCS), the addition of 12 Electric Vehicle (EV) charging stations and Advance Parking Guidance System (APGS). On November 1, 2022, the City Council approved Amendment #1 to the contract for a contract amount not to exceed $200,666, which was below the total authorization of $205,953. At the time, no additional budget was required for Amendment #1.

Issue and Discussion: The first phase of the project, which included the structural rehabilitation and circulation modification, was bid out and completed in November 2023. The next phase of the project is for the procurement and installation of a new Parking Revenue and Access Control System (PRACS), Parking Guidance System (PGS), and EV charging stations. The City is planning to issue two Requests for Proposals (RFP) for the procurement of the PRACS/PGS and EV charging stations. A standard Public Works contract will be prepared for the installation of the equipment. Revenue. The City is expected to issue the RFP in early Spring 2024 and construction bids by July 2024. The construction of the new equipment is planned for installation by September 2024. The current estimated construction cost of this phase of the project is $530,000. Since the project was divided into two phases, an additional budget is needed for Walker Consultants to complete the design and provide construction support for the current phase of the project.

Financial Implications: The current contract with Walker Consultants is $200,666. The staff has negotiated the additional services required to complete PARC, PGS, and EV charging stations. The additional budget required is $46,200, as described in the attached Addendum #2. With the additional budget, the contract will increase to $246,866. The additional funds for the consultant support will be transferred from the Parking Garage Enterprise funds.

Environmental Considerations: The appropriation of funds for the projects mentioned above is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines (existing facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals, specifically:

- Action Item 1.5 (Carbon Neutrality) to implement various projects to reach the City's 100% renewable energy and Climate Action Plan goals, including building robust EV charging infrastructure by 2025.
- Action Item 5.3 (Infrastructure and Maintenance) actively seeking funding to develop sustainable infrastructure projects based on the prioritized capital improvement project list.

Resolution 2024-XXX

Adopted by the South Tahoe Joint Powers Parking Financing Authority

February 13, 2024

Authorizing Amendment No. 2 with Walker Consultants and Appropriating Funds for the Final Design and Construction Management Services for the Bellamy Parking Garage Upgrade Project

BACKGROUND

A. On April 5, 2022, the South Tahoe Joint Powers Parking Financing Authority entered into an agreement with Walker Consultants to evaluate the City Parking Garage and provide recommendations to upgrade the parking structure, circulation, Parking Revenue, and Access Control System (PARCS), Advance Parking Guidance System (APGS), and the addition of 12 Electric Vehicle (EV) charging stations.

B. On November 1, 2022, the City Council amended Walker's Consultant contract to divide the project into two phases. Phase 1 will include structural and circulation upgrades. Phase 2 of the project consists of PARCS, APGS, and installation of the EV charging stations. To allow early bond payment, the City plans to stretch out the construction and award Phase 1 and bid Phase 2 by Spring 2024.

C. Due to the time extension and division of the project into two phases, additional consulting services are required to complete the design and construction management services.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the South Tahoe Joint Powers Parking Financing Authority:

1. Appropriates an additional $46,200 from the Parking Garage Fund balance for the Bellamy Parking Garage Technical Services, Account 52005320-42030.

2. Authorizes and directs the Chair to execute Amendment No. 2 with Walker Consultants CA, in the amount of $46,200 for a total contract not to exceed $246,866.

Adopted by the South Tahoe Joint Powers Parking Financing Authority on February 13, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Chair

Attest:

_____

Susan Blankenship, Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Walker Consultants ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 2 years and 3 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $187,230 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. 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 prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of South Lake Tahoe
1901 Airport Rd.
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:
Walker Consultants
Justin Chang, Principal-in-Charge
601 California Street, Suite 820
San Francisco, CA 94108
(415) 644-0630
JChang@walkerconsultants.com

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, 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.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. 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 to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By Devin Middlebrook (Apr 11, 2022 13:37 PDT)

Devin Middlebrook , Chair

CONSULTANT:

By Justin Chang (Apr 11, 2022 15:03 PDT)

Justin Chang, Principal-in-Charge

Business License # 012529

APPROVED AS TO FORM:

By Heather Stroud (Apr 11, 2022 13:33 PDT)

Apr 11, 2022

Heather Stroud , City Attorney

ATTEST:

Joanne McDonough, Assistant City Clerk

By For Susan Blankenship, Secretary

Apr 11, 2022

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - Scope of Services

1. Kick-Off Meeting

Walker's approach to the project will begin with a kick-off meeting between Walker's key staff members and City of South Lake Tahoe staff and stakeholders. The meeting agenda will cover a review of the parking structure work items, goals and objectives of the city and stakeholders, issues that need to be addressed and a detailed presentation of Walker's workplan and schedule of activities.

Walker will identify any additional information required from the city including any additional documentation for the parking structure, contacts needed for access to enclosed spaces or for traffic controls or other assistance during the work.

This meeting will be scheduled to occur within 2 weeks of our authorization to proceed. Walker will document the discussions and include a list of action items and commitments resulting from the meeting.

2. Monthly Coordination Meetings

Our workplan will include monthly coordination meetings between Walker key personnel and city staff and invited stakeholders. These meetings will cover project work activity progress and a review of planned work for the next month. Tentative findings and potential solutions from our investigations will be presented and discussed. Issues and constraints will be discussed and proposed corrective measures will be identified.

Project schedule and budgets will be reviewed and any deviation from our baseline plan discussed. Timely review and monitoring of the project plan will help maintain overall milestone targets.

These can be in-person meetings located in South Lake Tahoe or conducted virtually via Go-to-Meeting, Microsoft Teams, Zoom or another networking application. Walker will prepare and maintain minutes of these meetings, actions items and commitments.

3. Parking Structure Condition Assessment

Walker will conduct a condition appraisal to assess the physical condition of the facility and to address all issues that have been previously identified or uncovered during the course of our work. Our condition appraisal will provide a "health report" on the condition of the structure. The report will confirm suspected problems or document known problems and provide budgeting information to allow the city to finance the identified repairs. The report findings and recommendations will form the basis for construction document preparation for subsequent competitive bidding.

Our objective is to perform an overall condition of the parking structure and provide an opinion of the probable cost for the necessary repairs, based on the observed conditions as well as our experience with parking structure conditions and repair costs. We have already performed a preliminary "walk-through" to verify our understanding of the condition and the requirements of the RFP. Our approach to this portion of the project is based on that understanding and our familiarity with the facility. Our assessment will focus on the following:

- Document the existing condition of the structure in representative areas.
- Recommend conceptual repairs (where required).
- Provide an opinion of the probable cost for the recommended conceptual repairs.

Scope of Services, continued

Based on this project understanding, we propose the following scope of services:

Task A – Initial Condition Appraisal

i. Review available drawings, specifications, and engineering/testing reports to familiarize ourselves with the type of construction and waterproofing systems and any previous repairs or modifications performed on the parking structure.

ii. Conduct a field evaluation of the parking structure to document the current physical condition of structural and waterproofing elements. This will include visual observations and limited non-destructive testing on various structural elements. Review nonstructural elements of the parking structure including but not limited to expansion joints, drainage and waterproofing systems, electrical systems, etc.

iii. Compile and review all field data that will assist us in determining the probable causes and effects of the documented deterioration.

iv. Identify potential structural or safety-related conditions, if any. The City will be notified immediately if any safety-related conditions are identified.

v. Identify and prioritize other repairs for the structure.

vi. Compile and analyze field evaluation data to generate repair recommendations and opinions of probable costs of construction.

vii. Prepare a draft written report with a summary of observations, including photographs depicting the areas noted in the report, findings, repair recommendations, and capital expense.

Depending on visual observation and initial findings during condition assessment, Walker may recommend additional invasive testing to determine the cause and extent of conditions observed. For this purpose, Walker may recommend exposing concrete steel reinforcement as well as obtaining material samples for strength characteristics and/or chemical content at selected locations. Any destructive testing that is proposed shall be approved by the City of South Lake Tahoe.

Task B – Construction Document Preparation

i. Prepare construction documents (CDs) outlining priority repairs based on our condition assessment report which will consist of drawings and specifications with sufficient details to obtain competitive pricing from qualified repair contractors.

Walker will also provide contract administrative and site observation services during the construction and repair program to monitor the contractor's performance of the repair program and protect the client's interests.

4. Evaluation of Circulation Pattern and Ingress/Egress

Walker will review the parking layouts and vehicular circulation within the garage to identify modifications that will reduce congestion and improve overall efficiency of the facility. Functional design options coupled with access and revenue control equipment will have the combined benefits of improved ingress/egress and revenue enhancement.

Scope of Services, continued

The design of the parking areas needs to consider customer convenience, safety, wayfinding, and characteristics of the users. Parking geometrics need to allow vehicles to easily maneuver through the parking structure. Sightlines, visibility, and adequate illumination within parking structures need to be maintained for safety, and wayfinding.

Peak hour parking traffic volumes over the course of the day, week and year need to be studied to properly size entry and exit plazas and circulation routes within parking areas. Traffic circulation routes to and through all parking areas will be evaluated to mitigate congestion yet maximize the efficiency of parking.

Walker will employ best practices in developing circulation options that can be objectively evaluated to help identify potential solutions with measurable benefits. These options will be presented to the city and stakeholders for selecting a preferred option for further development and incorporation into construction documents.

5. Electric Vehicle Charging Stations

Options for electric vehicle charging station installation will be compiled and presented. Options will include prospective vendor choices and features, costs, and infrastructure upgrades necessary to accommodate the additional electrical service loads. Options will be presented in a way that facilitates decisions for incorporating into the construction document package.

Upon concurrence from the City, Walker will prepare construction documents for the EVCS installation including parking layouts, required signage, and electrical engineering necessary to obtain a building permit. Walker will prepare 60% and 100% construction documents, including plans, specifications, and our engineer's opinion of probable cost for review by the city.

Walker will also present a matrix of options that could serve as potential state and federal grant opportunities to provide all or partial project funding. This includes a detailed review of each grant program, the likelihood of success, and an application response plan. Walker can provide grant writing services to lead the response to the grant solicitations as an additional service and has been successful in writing grant applications and receiving funding for California agencies from state and federal sources, including electrification infrastructure and has expertise in the landscape of grants available for potential funding.

6. Parking Access and Revenue Control System

Data Collection and Report Preparation

Walker will meet with the City to discuss and collect documentation regarding the current PARCS system and the requirements for a new PARCS system, including an occupancy counting system with a remote count sign and a traffic control sign.

This meeting will include an on-site assessment and further data gathering of the garage operations and the associated PARCS equipment. This visit will require the availability of City and/or parking operator personnel to interview in-person to collect information.

Walker will collect additional information from the City or the current PARCS vendor if necessary.

Walker will analyze all information collected in the Data Collection process, applying our knowledge of current best practices for PARCS systems that are appropriate for the City's garage. This task will also include reaching out

Scope of Services, continued

to potentially qualified new PARCS vendors to understand and evaluate their options.

Walker will prepare a Draft Report on the existing system as well as options for state-of-the-art new systems, including gateless systems and mobile payment Apps. The Draft Report will review at least three major systems, based on best practices, including hardware and software components, as well as the revenue collection and administration system. The Report will also evaluate future trends in Parking Management, Revenue Control systems, Payment Systems, and Equipment technologies to provide an assessment of best practices and how they could apply for the City's new system. After review and comment by the City, Walker will prepare a Final Report version. The Reports will follow the outline prescribed in the RFP.

Contract Specification and Procurement Document

Following approval of Walker's recommendations, Walker will prepare a Contract Specification and Procurement Document for a Best Value Procurement option for system procurement, installation, integration, testing, and acceptance of the new PARCS system including the occupancy counting system with a remote count sign and a traffic control sign. The Procurement Document will be written to comply with Construction Standards Institute (CSI) outlines and format. It will include at minimum Functional Requirements, Performance Requirements, Integration Requirements, Testing, Validation and Acceptance Requirements, and other details for successful bidding and procurement of a new PARCS system.

A draft version of the Contract Specification and Procurement Document will be provided for City review, and a final version will be produced based on the City's feedback.

7. Program Management and Project Delivery

Our project manager will be the primary contact with the city. The PM's responsibilities will include regular communication with city staff to ensure the consultant team is aware of decisions and direction on the project. The PM is responsible for coordinating the work on all tasks, providing necessary resources to accomplish the work, maintaining the budget and schedule, and compiling and assembling documentation including contracts, meeting notes, the construction document package, permitting and bidding materials and construction administration records.

We anticipate that the project delivery method for the construction phase will be design-bid-build using a conventional public bidding process to select the general contractor. Walker will assist the city with the solicitation and review of bids and including the pre-bid meeting, addenda and bid evaluation. During the construction phase, Walker will administer the construction contract, review contractor and supplier submittals, requests for information, change orders and testing agency reports.

Walker will make periodic visits to the project site to observe overall progress and quality of the work to support our review of the contractors' applications for payment. Upon completion of the construction, Walker will conduct a punchlist review of the work to verify completion and conformance with the contract documents.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$187,230**
TOTAL (not to exceed)	**$187,230**

TIMELINE

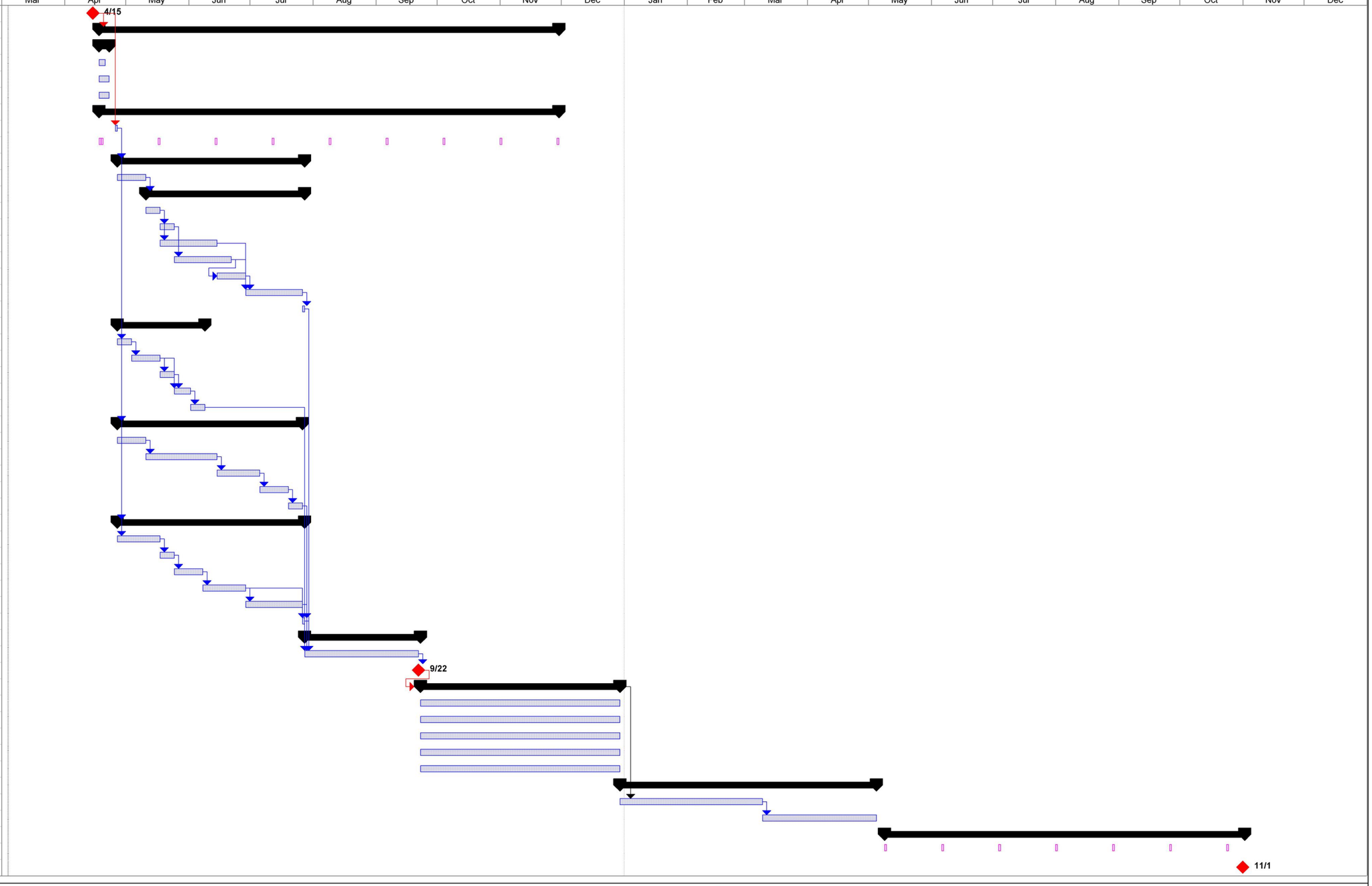
Tasks	Total Proposed Budget	Walker Consultants							
		Principal	Sr. Consultant or Sr. PM	Consultant or PM	Engineer/ Architect	Designer/ Technician	Analyst	*Subtotal*	COMMENTS/ASSUMPTIONS
Hourly Rates		*$265*	*$255*	*$220*	*$190*	*$165*	*$180*		
1. Kick-Off Meeting	**$6,960**	**4**	**8**	**4**	**10**	**0**	**6**	***$6,960***	
1.1 Team Kick-Off		2		2			2	*$1,330*	
1.2 Meeting Preparation		2		2	2		4	*$2,070*	
1.3 Travel Time to/from SLT (8 hours round trip, 1 trip)			8		8			*$3,560*	
2. Monthly Coordination Meetings	**$15,740**	**8**	**36**	**0**	**12**	**0**	**12**	***$15,740***	
2.1 Meetings		4	4		4		4	*$3,560*	
2.2 Meeting Preparation		4	8		8		8	*$6,060*	
2.3 Travel Time to/from SLT (8 hours round trip, 3 of these meetings on-site with remainder by web conference)			24					*$6,120*	
3. Parking Condition Assessment Report	**$29,765**	**0**	**23**	**0**	**98**	**32**	**0**	***$29,765***	
3.1 Review Existing Plans/Documentation			1		2			*$635*	
3.2 Site visit including detailed quantification of conditions			8		16			*$5,080*	
3.3 Prepare Condition Assessment Report			4		24			*$5,580*	
3.4 Prepare Repair Drawings - CD			4		24	32		*$10,860*	
3.5 Prepare Repair Specification Manual -CD			4		20			*$4,820*	
3.6 Attend Pre-bid Meeting - CD					8			*$1,520*	
3.7 Review Contractors Biddings - CD			2		4			*$1,270*	
								$0	
4. Evaluation of Circulation Pattern and Ingress/Egress	**$13,210**	**6**	**0**	**12**	**16**	**36**	**0**	***$13,210***	
4.1 Review Existing Information		2		2	2			*$1,350*	
4.2 Site Visit and Data Collection					4	4		*$1,420*	
4.3 Analyze Data		2		2	2			*$1,350*	
4.4 Prepare Permitting Documents		2		8	8	32		*$9,090*	
5. Electric Vehicle Charging Stations	**$40,160**	**8**	**0**	**56**	**52**	**96**	**0**	***$40,160***	
5.1 Review Existing Information		2		4	4			*$2,170*	
5.2 Prepare EV Recommendations		2		16	16	16		*$9,730*	
5.3 Coordination Meetings with the City		2		4	8			*$2,930*	
5.4 Analyze EV Grant Funding Options				16				*$3,520*	Leading the grant response is an additional, optional service not included in the pricing at left, to be provided upon request from the City on an hourly basis not to exceed $10,000 in total.
5.5 Prepare EV Permitting Documentation		2		16	24	80		*$21,810*	
6. Parking Access and Revenue Control	**$34,530**	**0**	**116**	**0**	**0**	**30**	**0**	***$34,530***	
6.1 Discovery process of current system and new system requirements. Includes 1 on-site visit.			16					*$4,080*	
6.2 Analyze collected discovery information and contact potential vendors as needed.			20					*$5,100*	
6.3 Prepare Draft and Final Report on PARCS system, including basic concept drawings.			40			8		*$11,520*	
6.4 Prepare PARCS Contract Specification and Procurement Documents, including DD Drawings.			32			20		*$11,460*	
6.5 Review/revision work on above, based on City feedback.			8			2		*$2,370*	
7. Program Management and Project Delivery	**$30,365**	**8**	**75**	**0**	**48**	**0**	**0**	***$30,365***	
7.1 Project Management		4	35		16		0	*$13,025*	
7.2 Construction Administration		4	24		24			*$11,740*	
7.3 Round trip travel time for Construction Admin site visits (8 hours/trip, 2 trips by PM and 1 by Engineer)			16		8			*$5,600*	
TOTAL BUDGET	**$170,730**	**34**	**258**	**72**	**236**	**194**	**18**	***$170,730***	
Estimated Reimbursable Expenses - Billed at Below Cost + 15%	**$7,475**							***$6,500***	
Travel, Lodging & Meals - 10 site trips included	$5,000							*$5,000*	
Laboratory material testing	$1,500							*$1,500*	
	$178,205		**$258**		**$236**	**$194**	**$18**	***$177,230***	

Walker Consultants

WORKPLAN AND SCHEDULE

WALKER CONSULTANTS

ID	Task Name
1	Notice to Proceed
2	**Project Management**
3	**Preparation & Administration**
4	Assemble Team
5	Contracts & Insurance Certs
6	Baseline Workplan & Budget
7	**Coordination Mtgs. w/ City**
8	Kick-Off Meeting
9	**Project Status Mtgs w/ City**
20	**Condition Assessment**
21	Compile & Review Background Material
22	**Develop Repair Recommendations**
23	Facility Survey & Mat'l Testing
24	Develop Repair Item List
25	Material Lab Testing
26	Repair Strategies & Logistics
27	Estimate Probable Costs
28	Prepare Preliminary Repair Recommenda
29	Review Recommendations w/ City
30	**Vehicle Circulation Studies**
31	Review Issues & Goals
32	Prepare Circulation Options
33	Perform Queuing and Congestion Studies
34	Prepare Option Summaries
35	Review Options w/ City
36	**Parking Access & Revenue Controls**
37	Review Existing System & Issues
38	Prepare Options for New System
39	Evaluate Pros/Cons & Costs
40	Prepare Summary Recommendation
41	Obtain City Concurrence w/ Recommenations
42	**Electric Vehicle Charging Systems**
43	Review Existing Electric Infrastructure
44	Perform EV Load Calcs.
45	Identify Req'd Infrastructure Upgrades
46	Prepare Recommended System Configuratior
47	Prepare Funding Grant Recommendations
48	Review EV Recommendations w/ City
49	**City Review & Approval**
50	Staff & City Council Reviews
51	Final Recommendations Approval
52	**Construction Document Preparation**
53	Structure Restoration Documents
54	Parking Access & Revenue Control Equipmen
55	Circulation and Parking Layouts
56	Electric Vehicle Chargins Systems
57	Architectural Work, Materials & Finishes
58	**Plan Check & Bidding**
59	Plan Review and Permitting
60	Const. Contractor Bidding
61	**Construction Phase**
62	**OAC Jobsite Meetings**
70	Project Complete



Project: SO LAKE TAHOE PARKING STRUCTURE
Date: Fri 3/4/22

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Walker Consultants
Name: Justin Chang
Title: Principal-in-Charge

By: Justin Chang
Justin Chang (Apr 11, 2022 15:03 PDT)

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2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Walker Consultants
Name: Justin Chang
Title: Principal-in-Charge

By: Justin Chang
Justin Chang (Apr 11, 2022 15:03 PDT)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: certs@pciaonline.com	
Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	PHONE (A/C, No, Ext): (800)969-4041	FAX (A/C, No): (800)969-4081
	E-MAIL ADDRESS: certs@pciaonline.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indem. Co of America	25666
INSURED	INSURER B: Travelers Indemnity Co. of CT	36170
Walker Parking Consultants Engineers, Inc. Walker Consultants 601 California Street, Suite 820 San Francisco CA 94108	INSURER C: Travelers Indemnity Co	25658
	INSURER D: XL Specialty Ins. Co.	37885
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 #33 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X Contractual Liability	X	Y	6801J1254172147	05/23/2021	05/23/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
B	X X,C,U			6605N988754- FL			MED EXP (Any one person)	$ 5,000
				6801J1669102147- CA			PERSONAL & ADV INJURY	$ 1,000,000
	X						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X	X	Y	BA8R00910A21GRP	05/23/2021	05/23/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X						BODILY INJURY (Per person)	$
	X						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X EXCESS LIAB	X	Y	CUP1D3197442147	05/23/2021	05/23/2022	EACH OCCURRENCE	$ 1,000,000
	D X R 10,000						AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N (Mandatory in NH)	N/A	Y	UB5K3205582147	05/23/2021	05/23/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			DPR9976004	05/23/2021	05/23/2022		1,000,000
								1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Walker Project #: 33-002350.00, City Parking Garage Access and Revenue Control System and Modification Project.
City of South Lake Tahoe its elected or appointed officers, officials, employees, agents and volunteers are are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. Umbrella policy follws form. 30 day written

CERTIFICATE HOLDER

anejad@cityofslt.us

City of South Lake Tahoe
Attn: Anush Nejad
1901 Airport Rd.
South Lake Tahoe, CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

Michael Cosgrove

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COMMENTS/REMARKS

notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force Bodily Injury or Property Damage
D. Non-Owned Watercraft - Increased To Up To 75 feet
E. Aircraft Chartered With Crew
F. Damage To Premises Rented To You
G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion
H. Medical Payments - Increased Limit
I. Increased Supplementary Payments
J. Additional Insured - Owner, Manager Or Lessor Of Premises
K. Additional Insured - Lessor Of Leased Equipment
L. Additional Insured State Or Political Subdivisions - Permits Relating To Premises
M. Additional Insured State Or Political Subdivisions - Permits Relating To Operations
N. Who Is An Insured - Newly Acquired Or Formed Organizations
0. Knowledge And Notice Of Occurrence Or Offense
P. Unintentional Omission
Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract
R. Amended Insured Contract Definition - Railroad Easement

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

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does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

   The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   a. Expected Or Intended Injury Or Damage

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect anypeffionorproperty.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

   1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

      (2) A watercraft you do not own that is:

         (a) Less than 75 feet long; and

         (b) Not being used to carry any person or property for a charge;

   2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

      Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

      (a) Less than 75 feet long; and

      (b) Not being used to carry any person or property for a charge;

   3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

      This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

      (a) Less than 75 feet long; and

      (b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

   1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

      This exclusion does not apply to an aircraft that is:

      (a) Chartered with crew to any insured;

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(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

(a) Chartered with crew to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $1,000,000; or

b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from such fire, explosion, or lightning; or

(5) Water,

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

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G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III - LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to S500 a day because of time off from work.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

The following is added to SECTION 11 - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

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committed, after you have signed that written contract; and

b. Is caused, in whole or in part, by acts or omlsslons of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and

b. The insurance provided to such equipment lessor does not apply:

(1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

0. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II -Who Is An Insured:

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(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., Transfer of Rights of Recovery Against Others to Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;
   b. While that part of the written contract is in effect; and
   c. Before the end of the policy period.

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UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

(i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

(ii) The limits of insurance of this policy

whichever is less.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy: UB5K3205582147

WAIVER OF OUR RIGHT TORECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 04-8-2022 ST ASSIGN:

Walker Parking Consultants Engineers.
Inc. Policy#BA8 R00910A21GRP
Policy Period: □2□202□-0□2□2022

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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C-047-2022 Walker Consultants

Final Audit Report 2022-04-11

Created:	2022-04-11
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0meYEUWrPHWXcVYIvhV7r7TY7rhn5OdK

"C-047-2022 Walker Consultants" History

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Signature Date: 2022-04-11 - 8:33:40 PM GMT - Time Source: server- IP address: 128.92.136.146

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Signature Date: 2022-04-11 - 8:37:54 PM GMT - Time Source: server- IP address: 66.189.255.213

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2022-04-11 - 8:37:58 PM GMT

Email viewed by Justin Chang (jchang@walkerconsultants.com)
2022-04-11 - 8:39:21 PM GMT- IP address: 73.223.174.248

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Signature Date: 2022-04-11 - 10:03:27 PM GMT - Time Source: server- IP address: 73.223.174.248

Agreement completed.

2022-04-11 - 10:03:27 PM GMT

South Tahoe Joint Powers Parking Financing Authority

Amendment No. 1 to Professional Services Agreement (C-047-2022)

with Walker Consultants

The Professional Services Agreement entered into on April 5, 2022, between the South Tahoe Joint Powers Parking Financing Authority ("STJPPFA") and **Walker Consultants** ("Consultant") is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5, 2022, this First Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2. Compensation. Compensation is to be paid to the CONSULTANT, as defined within the original Agreement, except eliminating the optional services of $10,000 for grant writing and increasing $13,436 for additional tasks, for a total of $200,666; as described in **Exhibit B.** In no case shall CONSULTANT compensation for work completed under this Agreement exceed the amended Agreement amount of $200,666 without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Agreement to be executed on Nov 2, 2022.

SOUTH TAHOE JOINT POWERS PARKING FINANCING AUTHORITY

By: Devin Middlebrook (Nov 3, 2022 09:37 PDT)
Devin Middlebrook, Chair

CONSULTANT

By: Justin Chang (Nov 3, 2022 10:07 PDT)
Justin Chang
Principal-in-Charge
Business License # 012529

APPROVED AS TO FORM:

Heather Stroud (Nov 3, 2022 09:05 PDT)
Heather Stroud, General Counsel

ATTEST:

Sue Blankenship (Nov 2, 2022 16:00 PDT)
Susan Blankenship, Secretary

WALKER CONSULTANTS

601 California Street, Suite 820
San Francisco, CA 94108

415.644.0630
walkerconsultants.com

September 14, 2022

Mr. Anush Nejad
Director of Public Works
City of South Lake Tahoe
South Lake Tahoe, CA

Re: Proposal for Additional Consulting Services - Bellamy Court Garage Project

PROJECT BACKGROUND

The City of South Lake Tahoe (the "City") entered into a Professional Services Agreement with Walker Consultants ("Walker") in April 2022. Under that original Agreement, Walker's Scope of Services included seven tasks to be executed over a schedule period starting in April 2022 and continuing until late 2023. That Agreement authorized $177,230 in base services plus $10,000 in optional services for grant writing for a total of $187,230.

In August 2022, the City decided for funding availability reasons to divide the bidding, procurement, and construction work into two phases – one for the functional/flow changes and structural restoration issues to be done in late 2022 through mid-2023 and a second phase for the PARCS and EV systems to be done in late 2023 through mid-2024. The City also decided relative to the EV systems that they would like the garage made "EV Capable" relative to functional design and infrastructure, but that the actual EV charger procurement and installation would be handled under a separate City-wide project.

This proposal letter describes the scope and fee changes associated with the background described above and requests the City's approval for these changes.

SCOPE OF SERVICES CHANGES

a) Package #1 CDs for Structural Condition Issues and Functional Changes

- The CDs for the structural condition issues will be their own separate set of drawings (not combined with the functional change CDs).
- The structural condition issue CDs will include all structural issues found (short-, mid- and long-term) but will contain a phasing plan to clearly identify which phase of work they belong to so that it can be made clear when the City goes out to bid that only work on the short-term issues are to be bid at this time.
- The CDs for the functional changes (ingress/egress, traffic flow, restriping) will also be their own separate set of drawings (not combined with the structural condition CDs).
- The CDs for the functional changes will also include PARCS sheets showing the short-term required changes to the existing OmniQ system to relocate lane equipment to match the new ingress/egress lane configuration. These PARCS sheets will show only the new equipment placement and not any electrical or conduit details. Such details will need to be provided as shop drawings by the winning bidder.
- There will be no PARCS Specification in the Package #1 CDs, as the OmniQ system functionality is not changing.
- Walker will require until September 16 to complete these two sets of CDs.

b) Package #2 CDs for All Other Work

- CDs for all structural condition issues will have already been provided as part of Package #1, but with a documented phasing plan as described above.
- CDs for any additional Functional Changes beyond those covered in Package #1 will be produced. As an example, Package #1 will not have designated EV charger stalls identified but Package #2 will.
- We will produce only a template for a generalized Level 2 EV Charger Specification for the EV work.
- Our sub-consultant ECOM will provide electrical infrastructure CDs for the garage EV system only to the level of providing an "EV Charger Capable" infrastructure. This will exclude the actual charging stations and final connection of those stations to the electrical infrastructure, since this work is intended to be done as part of a larger City-wide EV charger program.
- Walker/ECOM will not be providing any procurement or construction administration services for the EV system.
- We will produce PARCS CD Drawings and Specifications for the new system assuming the selection of Option B from the PARCS Report (new Gateless PARCS system). These Drawings will include a demolition plan for removing all the OmniQ components as well as new system installation drawings.
- We expect completion of the above items to take until approximately the end of October.

c) Changes to Services Fees

The Walker team has carefully assessed the impact of the plan discussed above on our scope of work and associated fees. Here is a summary of the additions to scope:

- There is a need to create certain additional sheets in the Functional CD Drawings specific to Package #1 vs. Package #2.
- There will be a need to manage two sets of Functional CD permitting and bidding drawings and also a potential need to update the drawings per CBC 2022 which goes into effect on 1/1/2023.
- Similarly, there is a need to create certain additional sheets in the PARCS CD Drawings specific to Package #1 vs. Package #2.
- There is a need to create a phasing plan for the structural condition issues in the Package #1 drawings.
- We assume the City will want Walker to perform an inspection and test of the current OmniQ lane equipment after the components have been relocated to match the new lane configuration.
- The inspection process of the work to address the structural condition issues will now have to be performed twice instead of once – once for the short-term items and again for the mid- and long-term items.
- The overall length of Walker's engagement with the City will be extended well beyond the originally planned timeframe, requiring a longer period of project management coverage and two additional site trips for inspection of work and acceptance testing.
- There is a small reduction in the fees for the Task 5 EV work as a result of not requiring CDs for the chargers and not providing any procurement support or construction administration. This reduction is not a credit but rather a reduction of the originally authorized fixed fee for Task 5.

As a result of these impacts, Walker is proposing added services fee increases to four of the seven Tasks in our contract with the City and a fee reduction for one Task, as summarized in the below table.

PROFESSIONAL FEES

Walker proposes the following adjustments to the originally authorized fees for the project associated with the changes described in the previous section. These changes are relative to the currently authorized base project fees of $177,230 in the Professional Services Agreement and do not include the $10,000 optional EV Grant Writing fees, which the City does not intend to ask Walker to perform.

TASKS	CHANGES TO AUTHORIZED FEES
Task 1 - Kickoff Meetings	(No Change)
Task 2 – Monthly Coordination Meetings	(No Change)
Task 3 - Parking Structure Condition Assessment	$6,162
Task 4 – Evaluation of Circulation Pattern and Ingress/Egress	$8,002
Task 5 – EV Charging Stations	(-$2,500)
Task 6 – Parking Access and Revenue Control System	$1,721
Task 7 – Program Management and Project Delivery	$7,463
Travel Expense Allowance including 15% admin fee	$2,588
TOTAL FEE CHANGES	**$23,436**

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

The terms and conditions for these added services will be governed by the existing Professional Services Agreement between the City and Walker dated 4/5/2022. Prior to commencing work on this project, we will need written authorization to proceed with the proposed scope of work. Your review, signature and return of this document will provide the required notice to proceed.

Thank you for this opportunity and we look forward to continuing to work with you and the City on this project. Please contact me if you have questions.

Sincerely,

WALKER CONSULTANTS

Peter Filice
Sr. Consultant

Cc: Justin Chang – Walker Consultants

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF SOUTH LAKE TAHOE

Accepted by (Signature) Devin Middlebrook (Nov 3, 2022 09:37 PDT)

Printed Name Devin Middlebrook

Title Chair, South Tahoe Joint Powers Parking Finance Authority

Date Nov 3, 2022

C-187-2022 Walker Consultants

Final Audit Report 2022-11-03

Created:	2022-11-02
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP43V0czQ5WZONBKZXb3EwAwisOC_Efjp

"C-187-2022 Walker Consultants" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
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2022-11-02 - 9:04:14 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-11-02 - 10:59:43 PM GMT- IP address: 128.92.136.146

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Signature Date: 2022-11-02 - 11:00:06 PM GMT - Time Source: server- IP address: 128.92.136.146

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2022-11-02 - 11:00:08 PM GMT

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2022-11-03 - 4:05:22 PM GMT- IP address: 128.92.136.146

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
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Document emailed to dmiddlebrook@cityofslt.us for signature
2022-11-03 - 4:05:53 PM GMT

Email viewed by dmiddlebrook@cityofslt.us
2022-11-03 - 4:36:25 PM GMT- IP address: 128.92.134.66

Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
2022-11-03 - 4:37:02 PM GMT- IP address: 128.92.134.66

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-11-03 - 4:37:04 PM GMT - Time Source: server- IP address: 128.92.134.66

Document emailed to jchang@walkerconsultants.com for signature

2022-11-03 - 4:37:06 PM GMT

Email viewed by jchang@walkerconsultants.com

2022-11-03 - 4:44:04 PM GMT- IP address: 96.68.153.97

Signer jchang@walkerconsultants.com entered name at signing as Justin Chang

2022-11-03 - 5:07:17 PM GMT- IP address: 96.68.153.97

Document e-signed by Justin Chang (jchang@walkerconsultants.com)

Signature Date: 2022-11-03 - 5:07:19 PM GMT - Time Source: server- IP address: 96.68.153.97

Agreement completed.

2022-11-03 - 5:07:19 PM GMT

City of South Lake Tahoe

Amendment No. 2 to Professional Services Agreement C-047-2022

The Professional Services Agreement entered into on April 5, 2022, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Walker Consultants** ("Consultant"), and amended on November 2, 2022, is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5, 2022, and Amendment No. 1, dated November 2, 2022 (C-187-2022) this Second Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services Changes** attached hereto and incorporated herein by reference.

Paragraph 2 of the Professional Services Agreement is hereby amended to read as follows:

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for approximately 3 years and 8 months, until December 31, 2025.

Paragraph 3 of the Professional Services Agreement is hereby amended to read as follows:

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B to the Professional Services Agreement, as modified by Amendment No. 1 and Exhibit A to this Amendment No. 2. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $246,866 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Agreement to be executed on _____, 2024.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor

CONSULTANT

By: _____
Justin Chang
Principal-in-Charge
Business License # 012529

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

WALKER CONSULTANTS

601 CALIFORNIA STREET, SUITE 820

SAN FRANCISCO, CA 94108

January 8, 2024

Mr. Anush Nejad
Director of Public Works
City of South Lake Tahoe
South Lake Tahoe, CA

Re: Proposal for Additional Consulting Services for 2024 - Bellamy Court Garage Project

PROJECT BACKGROUND

The City of South Lake Tahoe (the "City") entered into a Professional Services Agreement with Walker Consultants ("Walker") in April 2022. Under that original Agreement, Walker's Scope of Services included seven tasks to be executed over a schedule period starting in April 2022 and continuing until late 2023. That Agreement authorized $177,230 in base services plus $10,000 in optional services for grant writing for a total of $187,230.

In late 2022, the City decided for funding availability reasons to divide the bidding, procurement, and construction work into two phases – one for the functional/flow changes and initial structural restoration issues to be done in 2023 and a second phase for the PARCS and EV systems and remaining structural restoration issues to be done later. The City also decided relative to the EV systems that they would like the garage made "EV Capable" relative to functional design and infrastructure, but that the actual EV charger procurement would be handled under a separate City-wide project. Lastly, the City also decided not to utilize the optional grant writing services. These changes resulted in a net project budget increase for Walker's services of approximately $20,800.

The above cumulative project fees have been completely spent as of the end of 2023 due to the extended construction schedule combined with extra work that was required to support the 2023 project contractor JPB Designs, especially in the areas of structural restoration and relocation of the current OmniQ PARCS system.

The City has now developed its desired plans for the remaining scope of work for the Bellamy Garage maintenance and improvement which is now targeted to occur over the course of 2024-2025. The remaining work is to be split into two phases:

1. During 2024 Fall Shoulder Season: Continuation of 2023 work including EV infrastructure construction, EV stall striping/signage/bollards, EV charger installation, and new PARCS/APGS procurement and installation. This work is the subject of this additional services proposal.
2. During 2025, Spring and/or Fall Shoulder Season: New, additional work comprising structural repair/restoration, repaint entire garage, and improve garage lighting.

This latest plan for 2024 Bellamy Garage work represents additional scope for Walker Consultants and will require additional funding to sustain Walker's support of the City. Per your request, this proposal letter describes the scope and fee changes associated with the background described above for 2024 only and requests the City's approval for these changes.

SCOPE OF SERVICES CHANGES

a) Support of New PARCS/APGS Procurement and Overall Project Management

- Walker will receive any City comments on the 95% CD drawings and specifications dated December 16, 2022 for the PARCS/APGS design. After receiving the City's comments, we will issue 100% CDs. These PARCS CD Drawings and Specifications for the new system assuming the selection of Option B from Walker's original PARCS Report, i.e., a new Gateless PARCS system with an APGS. These Drawings will include a demolition plan for removing all the OmniQ components as well as new system installation drawings.
- Walker will conduct a brief review of bids for the PARCS/APGS work, assuming there are two separate RFPs (one for products, one for installation).
- Walker will provide responses to any submittals or RFIs by the awarded bidders and will provide up to two (2) site visits for construction coordination and/or inspection of the PARCS/APGS work during the course of the project.
- Walker's Peter Filice also will remain engaged on an overall Project Management basis to oversee and coordinate both of the extended work elements 2a and 2b.
- Any site visits beyond two (2) will be at an additional hourly charge.

b) Support of EV Charger Infrastructure and Functional Stall/Signage Work

- Walker and our sub-consultant ECOM will receive any City comments on the 95% CD drawings dated December 16, 2022 for the functional EV stall/signage design and electrical infrastructure upgrades required for the garage EV Charging System (EVCS) to the level of providing EV stalls and an "EV Charger Capable" electrical infrastructure. After receiving the City's comments, we will issue 100% CD Drawings that are stamped. These 100% CDs will exclude the actual charging stations and final connection of those stations to the new electrical infrastructure, since that work is intended to be done as part of a larger and separate City-wide EV charger program.
- Walker/ECOM will conduct a brief review of bids for the EVCS infrastructure work and related functional stall/signage design work, provide responses to any submittals or RFIs by the awarded bidder, and will provide up to 2 (two) site visits for inspection of the completed EV-related electrical infrastructure upgrades and stall/signage changes prior to the City's acceptance of the work. This work excludes any involvement with the actual EV charger procurement or construction.
- Walker/ECOM EV Charger Infrastructure and parking functional design support is limited to the Bellamy Court Parking Garage only.
- Any site visits beyond two (2) will be at an additional hourly charge.

c) Reasons for Changes to Services Fees

The Walker team has carefully assessed the impact of the plan discussed above on our scope of work and associated fees. Here is a summary of the additions to scope:

- It is considered likely that the City will have some additional comments and changes on the 95% CD drawings and specifications originally released in late 2022 but never reviewed and finalized as 100% CDs.

- It is considered likely that the City will have to bid out the PARCS/APGS work as at least two separate bid activities, a "best value" RFP for products and a separate low bid construction contract for installation, which will require extra coordination work for procurement and construction support by Walker.
- The overall length of Walker's engagement with the City will be extended well beyond the originally planned 2023 timeframe, requiring a longer period of project management coverage and additional, separate site trips for inspection of work and acceptance testing.
- Walker's has underlying rate increases in our hourly costs in 2024.

As a result of these impacts, Walker is proposing added services fee increases for 2024 to three of the seven Tasks in our original contract with the City, as summarized in the below table.

PROFESSIONAL FEES

Walker proposes the following adjustments to the originally authorized fees for the project associated with the changes described in the previous section.

TASKS	CHANGES TO AUTHORIZED FEES
Task 1 - Kickoff Meetings	(No Change)
Task 2 – Monthly Coordination Meetings	(No Change)
Task 3 - Parking Structure Condition Assessment	(No Change)
Task 4 – Evaluation of Circulation Pattern and Ingress/Egress	(No Change)
Task 5 – EV Charging Stations and Related Stall/Signage Design	$9,200
Task 6 – Parking Access and Revenue Control System	$32,000
Task 7 – Program Management and Project Delivery	$4,000
Additional Travel Expense Allowance including 15% admin fee	$1,000
TOTAL 2024 FEES	**$46,200**

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

The terms and conditions for these added services will be governed by the existing Professional Services Agreement between the City and Walker dated 4/5/2022. Prior to commencing work on this project, we will need written authorization to proceed with the proposed scope of work. Your review, signature and return of this document will provide the required notice to proceed.

Thank you for this opportunity and we look forward to continuing to work with you and the City on this project. Please contact me if you have questions.

Sincerely,

Peter Filice
Sr. Consultant

Cc: Justin Chang, Behnam Arya – Walker Consultants

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:8

Agenda Item:

Joint Exercise of Powers Agreement with El Dorado County to establish a Tahoe South Shore Transit Joint Powers Authority

Executive Summary: There is a desire to expand on the success of the Lake Link microtransit service and to develop a reliable system to support transit options throughout the South Shore area. Meeting this goal will require long-term sustainable funding and an agency with the qualifications and capacity to manage transit operations and state, federal and local transit funding. Establishing a Joint Powers Authority would provide an opportunity for the City and El Dorado County to work cooperatively to pursue transit funding and provide local transit services in the South Shore area.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - EDC Joint Exercise of Power Agreement for Microtransit.docx
02-Resolution - Authorizing JPA Negotiations with EDC.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: Negotiation of a Joint Exercise of Powers Agreement with El Dorado County to establish a Tahoe South Shore Transit Joint Powers Authority

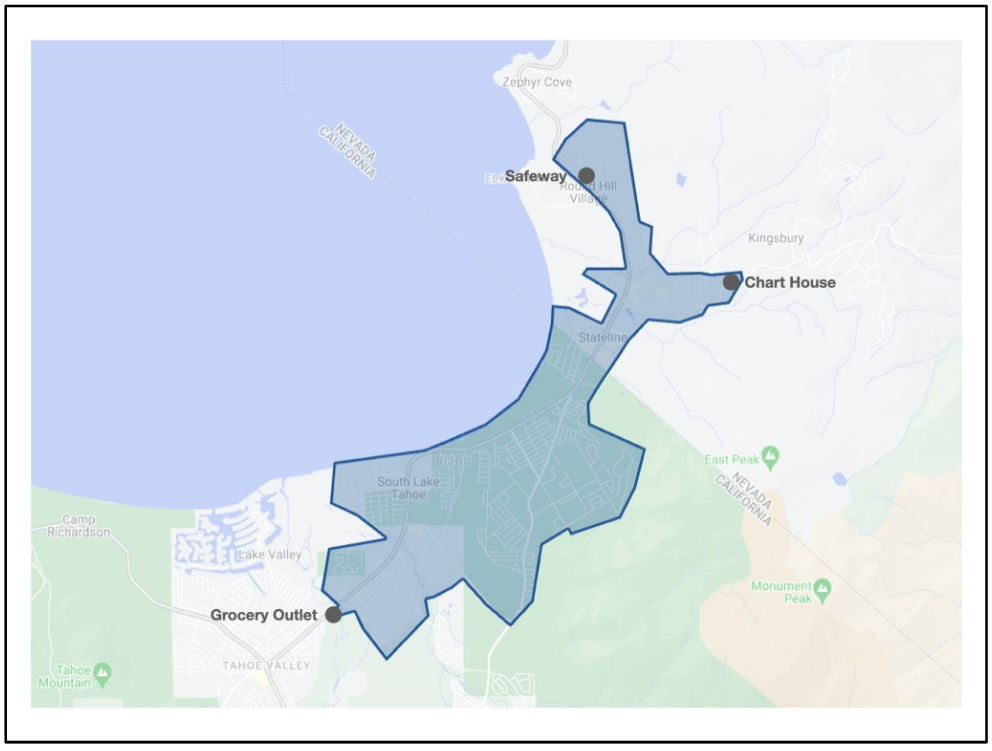
Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: The City has partnered with the South Shore Transit Management Association (SS/TMA) and other public and private entities to provide Lake Link, an on-demand microtransit service in the Lake Tahoe south shore area. Since its inception the Lake Link service has been incrementally expanded geographically in the City and Douglas County, NV and through additional service hours and vehicles. In December 2023 the Lake Link service provided 13,961 rides, an increase of 77% over December 2022. Those rides provided service to 19,738 passengers.

In December 2023 Lake Link hours were expanded to 11:00 p.m. on Friday and Saturday nights. On January 17, 2024, the service area was expanded to include the Tahoe Sierra and Highland Woods neighborhoods in the City and to Round Hill and upper Kingsbury Grade in Douglas County. With the expanded service ridership is expected to continue to increase.

Current Lake Link Service Area



Issue and Discussion: The current microtransit service has an operational and administrative cost of approximately $2.2 million. Funding is provided on an annual basis to SS/TMA by public and private partners. Lake Link does not currently have a dedicated on-going funding source.

Given the success of the service, there is a desire to expand Lake Link and develop a reliable system to support transit options throughout the South Shore area. Meeting this goal will require long-term sustainable funding and an entity with the qualifications and capacity to manage transit operations and state, federal and local transit funding. The South Shore Transit Ad Hoc Committee, made up of City, El Dorado County, SS/TMA and Heavenly Resort representatives has been discussing options to achieve these goals and has made the recommendation to establish a Joint Powers Authority with the City and County as initial members.

Joint Powers Authority: The Joint Exercise of Powers Act authorizes public agencies to establish two kinds of JPAs, either to jointly contract for services or to form a separate legal entity with independent legal rights. Forming a separate entity can be beneficial because the debts, liabilities and obligations of the JPA belong to that entity, not the contracting parties. Once established, the JPA is an independent governmental entity separate from the JPA members, with its own governing board, officers, bylaws, conflict of interest code, and treasury. JPAs generally have their own staff and employees and can often borrow on its own credit. Under the Marks-Roos Act, JPAs have a variety of powers designed to enable them to assist in the financing of public capital improvements. These powers include the power to buy, sell, and lease property, issue revenue bonds, and buy and sell local agency bonds.

To enter into a JPA (either to jointly exercise common powers or to form a separate legal entity), the governing bodies of all public agency parties must approve an agreement stating the powers of the JPA, structure of the governing board, and the manner in which the JPA will be administered.

Financial Implications: Negotiation of a Joint Exercise of Powers Agreement will likely require outside legal services and expertise. However, the services needed would be discussed among the City and County legal counsel to determine funding necessary.

Environmental Considerations: Adoption of this resolution is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: This action would advance Goal 1.4 (Transportation) in the 2023-2028 Strategic Plan, by addressing Action Item 4: Partner with South Shore Transportation Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency and other partners to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South Shore Transportation Analysis.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe

City Council

February 13, 2024

Authorizing and Directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority (JPA)

BACKGROUND

A. The City of South Lake Tahoe 2023-2028 Strategic plan prioritizes working with local partners to develop a funding mechanism and operating structure for local transit and microtransit. The Strategic Plan also states that electrification and resiliency of the transportation system is a top priority.

B. The City Council has appropriated $700,000 to partner with the South Shore Transportation Management Association (SS/TMA) for Microtransit Service.

C. SS/TMA provides the Lake Link service, a pilot microtransit program that was formally launched in July 2022 and has seen a steady increase in ridership.

D. Lake Link has the potential to expand microtransit services and integrate with other transit systems in the area to provide efficient and convenient mobility options for residents and visitors.

E. The South Shore Transit Technical Advisory Committee which includes representatives from the City, El Dorado County, SS/TMA are recommending that the City and El Dorado County pursue establishing a Joint Powers Authority (JPA) for the purpose of jointly implementing transit services in the Lake Tahoe south shore area.

F. A JPA is a separate governmental entity formed by two or more governmental entities with the governing authority provided by the Joint Exercise of Powers Act (Government Code §6500, et seq.).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe hereby:

1. Authorizes and directs the City Manager and City Attorney to initiate negotiations with El Dorado County to develop a Joint Exercise of Powers Agreement to establish a South Shore Transit JPA for future consideration by the City Council and El Dorado County Board of Supervisors.

Passed and adopted by the City of South Lake Tahoe City Council on February 13, 2024, by the following vote:

Yes:
No:
Absent:
Abstan:

_____ _____
Cody Bass, Mayor Date:

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #:9

Agenda Item: Professional Services Agreement with CentralSquare Technologies LLC for Either Hosted (Cloud) or On-Premises Finance System Upgrade

Executive Summary: The City currently uses ONESolution from CentralSquare (formally know as Superion LLC and SunGard Public Sector) for its Accounting, Purchasing, Personnel, and Payroll functions to track and manage all of the City's financial data. Periodically, software vendors require a major upgrade to keep the software relevant and maintain supportability. The Cityâ€™s last major upgrade was in 2013-2014. Since then, CentralSquare has put out a new version of ONESolution called Finance Enterprise with the current version 22.2. An upgrade will provide additional support and reduce risk of system failures by having the most up-to-date software support and technical services. The new software version is available in two formats - hosted and on-premises. After hearing from staff about advantages and disadvantages of each format, the City Council is requested to provide direction to staff on their preference for this next software upgrade.

Requested Action / Suggested Motions: City Council may either: 1) Pass Resolution authorizing and directing the City Manager to execute Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise Hosted (Cloud) Software Upgrade for a cost for the first year of $118,606 and subsequent annual cost of $105,906 and Additional General Fund Budget Appropriations of $86,606: or 2) Pass a Resolution authorizing and directing the City Manager to execute Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise On-Premises Software Upgrade for an annual cost of $73,835 and Additional General Fund Budget Appropriations of $41,385.

Responsible Staff Member: Olga Tikhomirova, Finance Director

Reviewed and Approved By: Susan Blankenship, City Clerk Heather Stroud, City Attorney

Attachments:

01-Staff_Report_-_Amendment to Contract with CentralSquare.docx
02-Resolution-Finance Software upgrade Cloud.docx
03- CSLT PSA- CentralSquare Jan 2024 Cloud.pdf
04-Resolution-Finance Software upgrade OnPremises.docx
05 - CSLT PSA- CentralSquare Jan 2024 OnPremises.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: February 13, 2024

Title: Professional Services Agreement with CentralSquare Technologies LLC for Finance System Upgrade

Location: Citywide

Responsible Staff Members: Olga Tikhomirova, Director of Finance
Sebastian Knapp, Information Systems Supervisor

Background: The City Strategic Plan includes a strategic priority to "utilize modern technology to do more work digitally in order to improve efficiency and access to services" and an action item to "implement the IT Strategic Plan to ensure the City utilizes state-of-the-art technology and ensure such technology is updated appropriately."

The City currently uses CentralSquare's ONESolution (formally known as Superion LLC and SunGard Public Section) for its Accounting, Purchasing, Personnel, and Payroll functions, including Employee Online and Timecard Online, to track and manage all of the City's financial data. Periodically, software vendors require a major upgrade to keep the software relevant and maintain supportability. The City's last major upgrade was in 2013-2014. Since then, CentralSquare has put out a new version of ONESolution called Finance Enterprise with the current version 22.2. An upgrade will provide additional support and reduce risk of system failures by having the most up-to-date software support and technical services.

Issue and Discussion: The support for the City's current financial system has ended on December 31, 2023, and the City has been operating under an interim agreement while working on obtaining complete information on and analyzing the new software formats. The new Finance Enterprise software is available in two different subscription formats - the on-premises format and the hosted (cloud) format.

The cost of the on-premises format is $73,835K annually (a $5,835 increase from the current annual cost of $68,000, partially due to the change to a Subscription format with a "per user unit price"). With the on-premises format, the City will be required to maintain the hardware, providing all human support. The hardware cost is estimated at approximately $15K to $20K over 3-to-5-year period. With this format, the City is fully responsible for and has more control over the security of the system and the data it contains.

The cost of the hosted format is $105,906 annually – approximately $30K more than the on-premises format. With this format the City will be able to avoid periodic hardware upgrade cost, realizing cost savings not only in environmental, but also in human resources, as described in more detail below.

There are several benefits with going into the cloud environment. Cloud offers redundancy of power, environmental controls, network infrastructure, and equipment, as well as newer, more powerful hardware. CentralSquare has a dedicated network security team that stays on top of monitoring security vulnerabilities, performing periodic penetration testing for security incident and event management. All data is considered “Sensitive”. The data uses encryption and is backed up to other servers on a regular basis and replicated to a secure off-site storage. Several critical IT security functions will be offloaded to this cloud software provider for items such as backup, system monitoring, response to system issues, and hardware replacement. CentralSquare provides automated monitoring 24-7. Operating System upgrades and patches, as well as application upgrades happen on the weekends by CentralSquare which minimizes or eliminates the City’s staff time and costs for upgrades.

An independent IT consultant currently contracted by the City for a cyber security project, provided an analysis regarding the two software formats and concluded in favor of the hosted (cloud) format. The consultant indicated the following:

1. Outsourcing risk and security - with a cloud solution, the City will have a reasonable security and risk barrier as the hosted service will be responsible for the majority of the security controls.
2. Reduced IT administrative burden – the City will no longer have to update/maintain the on-prem system nor have to worry about the system, network, or environmental requirements to keep the systems up.
3. Increased reliability - there is no "one server" that can go down and cause a loss of access to the data or records. If the City has an outage that affects the city-wide infrastructure, staff can still access the records via any internet connection.

Additionally, the IT consultant performed the research of the CentralSquare security stance and has not found any publicly announced data incidents (which was confirmed by CentralSquare in one of the recent webinars on their Cloud security). From the review of peer’s opinions of CentralSquare, nothing negative was found about the Finance Enterprise hosted module and no history of poor security practices was found. For these reasons, the consultant has recommended to move to the cloud. The independent analysis by City’s staff confirmed the findings. The City staff is also recommending selecting the hosted format of the Finance Enterprise.

The new Finance Enterprise subscription comes as a bundle and includes all modules the City is currently using, including:

- Accounts Payable
- Accounts Receivable
- Payroll, including Timecard Online and Employee Online
- General Ledger
- Position Budgeting
- Document Online
- Bank Reconciliation
- Budgeting
- Purchasing

- Cash Receipts

In addition, the new subscription system includes, at no cost, additional modules that the City is currently not utilizing:
- Contracts
- Fixed Assets
- Procurement Cards
- Projects & Grants
- Applicant Tracking

Staff will evaluate whether it's beneficial and feasible for City's business processes to utilize any of these additional modules and will implement as necessary.

Financial Implications: One-time costs for the upgrade to CentralSquare's Finance Enterprise hosted software is $36,000 for consulting services (same as for the on-premises format), $10,000 for Cloud Setup, and $2,700 for VPN Hardware and Support, for a total one-time cost of $48,700. The first-year subscription fee is $105,906 with a 5% CPI increase in subsequent years. For the on-premises format, the first-year subscription fee is $73,835, with a 5% CPI increase in subsequent years. The contract term is five years for either format. The first-year subscription fee will be credited towards the City's current maintenance fee of approximately $68,000.

The required additional budget appropriation in FY 2023-2024 for the hosted software upgrade is $86,606. For the on-premises upgrade format, it's $41,385.

The two resolutions for additional budget appropriations into the Information Technology account 100-01840-42030 Technical Services, and two separate PSA agreements are attached to this agenda item. ***The City Council is requested to provide direction to staff regarding the preferred format for this software upgrade. Staff recommends selecting the hosted format of the Finance Enterprise.***

In addition to the upcoming upgrade, City staff anticipates to fully take advantage of the recently offered by CentralSquare its first online payment solution called CentralSquare Payments. This online payment system is compatible and fully integrated with Finance Enterprise software and provides the following key benefits:

- Reduced customer service calls and walk-ins with a 24/7 online processing portal and customer support.
- Increase easy payment adoption by allowing citizens to pay from any device, from anywhere.
- Reduce delinquency by easily notifying those citizens who are late on payments.
- Eliminate manual processes so the team can spend less time managing cumbersome workflows.
- No need for 3rd party processors, there is one vendor to contact for support.

These payment processing services will be implemented upon completion of the software upgrade to the new Finance Enterprise. The new payment system will use the taxpayer funded

model (convenience fee). Selecting this option is consistent with Council approval of another contract (Paymentus, in February 2020) and the convenience fee model that was anticipated to be expanded to other City departments at that time. The service fee will be charged directly by the CentralSquare's payment processor when the customer completes an online credit/debit card transaction. The City will never handle the fee, receiving only the actual amount paid toward the fees and tax revenue. If a customer does not wish to pay the convenience service fee, the online customer will have the option to pay with an e-check at a small flat fee per e-check. Paying with checks or cash over the counter or by mail will not incur any fees.

Environmental Considerations: This action is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications: This action is consistent with Strategic Priority 5.2, Digital Government, Action Item 2, Implement the IT Strategic Plan to ensure the City utilizes state-of-the-art technology and ensure such technology is updated appropriately.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

February 13, 2024

Authorizing the Execution of Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise Hosted Software Upgrade and Additional General Fund Budget Appropriations of $86,606

BACKGROUND

A. The City Strategic Plan includes an action item to "Implement the IT Strategic Plan to ensure the City utilizes state-of-the-art technology and ensure such technology is updated appropriately".

B. Implementation of this priority includes upgrading the City's current ONESolution finance software which had a support sunset date of December 31, 2023 and is currently operated under an interim support agreement.

C. Staff is recommending approving the five-year agreement with CentralSquare Technologies, LLC for their Finance Enterprise hosted (cloud) software which has the first-year annual maintenance cost of $105,606, subject to the 5% annual CPI increase. The one-time upgrade costs consisting of implementation consulting services, cloud setup fee and VPN hardware and support is $48,700.

D. The required budget appropriations for the difference between the current annual cost and the new annual cost, and the one-time upgrade consulting services is $86,606.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the City Manager to execute the Software and Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise software (Advanced SaaS Subscription, or cloud) with the first-year annual subscription cost of $105,906, subject to CPI increase as outlined in the agreement, for the five-year initial term which will automatically renew for additional successive one-year terms thereafter. One-time implementation cost included in the attached agreement is $12,700 with an additional $36,000 for implementation consulting services included in a separate agreement under City Manager signing authority, for a total one-time cost of $48,700.

2. Authorizes the following budget appropriations for one-time implementation cost and first year annual fee difference between the current and upgraded software:

From:	Source:	Amount
Fund Balance	General Fund Undesignated Excess Reserves	$86,606
To:	**Task**	
100-01840-42030	Technical Services	$86,606

Adopted by the City of South Lake Tahoe City Council on February 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of February 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **CentralSquare Technologies, LLC** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for five years with

automatic renewal for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, ~~including~~ excluding travel, ~~and~~ out-of-pocket expenses, cloud setup fee and VPN Hardware and Support, exceed $**105,906.00 annually, subject to CPI increase as outlined in the Fees section,** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. If applicable, consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. 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 prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement and created for the sole use of the City and its specific environment, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

   b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Consultant will endeavor to provide any notice of cancellation of all Workers'

Compensation policies ~~must be received by~~ to the City at least thirty (30) days prior to such change. Consultant shall endeavor to provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be included ~~endorsed~~ as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall provide ~~be endorsed with~~ the following conditions ~~specific language~~:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. The policies ~~This policy~~ shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. Consultant shall endeavor to provide that n~~N~~o policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. ~~The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.~~

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Legal/Contracts

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, 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.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. 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 to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date _____

CONSULTANT:

By _____

Title:

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

Exhibit A – Scope of Services and Fees: CentralSquare Solutions Agreement including Fees Schedule
Exhibit B – Compensation Schedule Summary
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES AND FEES

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of **_____, 20____** (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of South Lake Tahoe, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superion LLC., a CentralSquare Technologies, LLC company, as successor in interest to SunGard Public Sector; and

WHEREAS, Customer is a currently licensed end user of the Superion Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superion Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superion Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superion Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of South Lake Tahoe
1000 Business Center Drive Lake Mary, FL 32746	1901 Lisa Maloff Road Suite #210, South Lake Tahoe, CA , 96150
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Finance Enterprise

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. <u>License, Access, and Title</u>.

2.1. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. <u>Access Grant</u>. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare

Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR**

MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of South Lake Tahoe**
1901 Lisa Maloff Road
Suite #210
South Lake Tahoe, CA 96150
Phone: (530) 542-7431
Email: otikhomirova@cityofslt.us
Attention: Olga Tikhomirova

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER**

SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Service Level Commitments

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-159819

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	103,071.00	103,071.00
2.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	189	15.00	2,835.00
			Software Total	105,906.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Finance Enterprise: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
	Services Total	10,000.00 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	VPN Hardware and Support	1	2,700.00	2,700.00
			Hardware Total	2,700.00 USD

QUOTE SUMMARY

Software Subtotal	105,906.00 USD
Services Subtotal	

		10,000.00 USD
	Hardware Subtotal	2,700.00 USD
	Quote Subtotal	118,606.00 USD
	Quote Total	**118,606.00 USD**

WHAT ARE THE RECURRING FEES?

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,000.00
FIRST YEAR SUBSCRIPTION TOTAL	105,906.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Schedule:

	Implementation Services (if applicable)
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

Payment Terms:

Subscriptions:
- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year.

Services:
- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:
- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:
- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance
- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:
- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Co. — 25615 **INSURER B :** Phoenix Insurance Company — 25623 **INSURER C :** Travelers Property Casualty Company Of America — 25674 **INSURER D :** Travelers Casualty And Surety Company — 19038 **INSURER E :** AIG Specialty Insurance Company — 26883 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-23-I3-G	08/31/2023	08/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

John Whittle

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EXHIBIT 5
Statement of Work

[Attached]

EXHIBIT 7

Service Level Commitments

The following applies to any non-OPS designated Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. **Service Level Commitments**

   A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

   B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

   C. Calculation. Service availability for a given month shall be calculated using the following calculation:

      I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

      II. Service availability targets are subject to change due to the variance of the number of days in a month.

      III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

   D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

   E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

3. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT B

COMPENSATION SCHEDULE SUMMARY

BUDGET

One-time costs (not to exceed)	**$ 12,700.00**
Recurring Annual Advanced SaaS and HCM Employee Finance Enterprise Subscription Fee	**$105,906.00**
TOTAL (First Year, Not To Exceed)	**$118,606.00**
Travel and out-of-pocket expenses	**TBD, upon approval**

(travel expenses will be submitted at cost, per prior approval by the City)

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By:_____

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

February 13, 2024

Authorizing the Execution of Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise On-Premises Software Upgrade and Additional General Fund Budget Appropriations of $41,385

BACKGROUND

A. The City Strategic Plan includes a strategic priority to "Implement the IT Strategic Plan to ensure the City utilizes state-of-the-art technology and ensure such technology is updated appropriately".

B. Implementation of this priority includes upgrading the City's current ONESolution finance software which had a support sunset on December 31, 2023 and is currently operated under an interim support agreement.

C. Staff is recommending approving the five-year agreement with CentralSquare Technologies, LLC for their Finance Enterprise Premise Subscription software which has the first-year annual maintenance cost of $73,835, subject to the 5% annual CPI increase. The one-time upgrade implementation consulting services costs is $36,000.

D. The required budget appropriations for the difference between the current annual cost and the new annual cost, and the one-time upgrade consulting services is $41,385.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the City Manager to execute the Software and Professional Services Agreement with CentralSquare Technologies, LLC for Finance Enterprise software (Advanced Premise Subscription) with the first-year annual subscription cost of $73,835, subject to CIP increase as outlined in the agreement, for the five-year initial term which will automatically renew for additional successive on-year terms thereafter. The one-time cost for implementation consulting services contracted under a separate agreement under City Manager signing authority, is $36,000.

2. Authorizes the following budget appropriations for implementation cost and first year annual fee difference between the current and upgraded software:

From:	**Source:**	**Amount**
Fund Balance	General Fund Undesignated Excess Reserves	$41,385
To:	**Task**	
100-01840-42030	Technical Services	$41,385

Adopted by the City of South Lake Tahoe City Council on February 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of February 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **CentralSquare Technologies, LLC** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for five years with

automatic renewal for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, ~~including~~ excluding travel and out-of-pocket expenses, exceed **$73,835.00 annually, subject to CPI increase as outlined in the Fees section,** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. If applicable, consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. 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 prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents. All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement and created for the sole use of the City and its specific environment, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

   b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Consultant will endeavor to provide any notice of cancellation of all Workers'

Compensation policies ~~must be received by~~ to the City at least thirty (30) days prior to such change. Consultant shall endeavor to provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be included ~~endorsed~~ as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall provide ~~be endorsed with~~ the following conditions ~~specific language~~:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. The policies ~~This policy~~ shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. Consultant shall endeavor to provide that n~~N~~o policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. ~~The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.~~

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Legal/Contracts

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, 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.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. 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 to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date _____

CONSULTANT:

By _____

Title:

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

Exhibit A – Scope of Services and Fees: CentralSquare Solutions Agreement including Fees Schedule
Exhibit B – Compensation Schedule Summary
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES AND FEES

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of **_____, 20____** (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of South Lake Tahoe, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superion LLC., a CentralSquare Technologies, LLC company, as successor in interest to SunGard Public Sector; and

WHEREAS, Customer is a currently licensed end user of the Superion Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superion Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superion Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superion Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of South Lake Tahoe
1000 Business Center Drive Lake Mary, FL 32746	1901 Lisa Maloff Road Suite #210, South Lake Tahoe, CA , 96150
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Finance Enterprise

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. <u>License, Access, and Title</u>.

2.1. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. <u>Access Grant</u>. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare

Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR**

MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of South Lake Tahoe**
1901 Lisa Maloff Road
Suite #210
South Lake Tahoe, CA 96150
Phone: (530) 542-7431
Email: otikhomirova@cityofslt.us
Attention: Olga Tikhomirova

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER**

SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-160320

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Finance Enterprise: Advanced Premise Subscription Annual Subscription Fee	1	71,000.00	71,000.00
2.	HCM Employee Finance Enterprise: Advanced Premise Subscription Annual Subscription Fee	189	15.00	2,835.00

Software Total 73,835.00 USD

QUOTE SUMMARY

Software Subtotal $73,835.00 USD

Quote Subtotal 73,835.00 USD

	Discount	- $0.00 USD
	Quote Total	**73,835.00 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	$73,835.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Schedule:

	Implementation Services (if applicable)
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

Payment Terms:

Subscriptions:
- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year.

Services:
- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:
- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:
- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance
- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:
- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Co. — 25615 **INSURER B :** Phoenix Insurance Company — 25623 **INSURER C :** Travelers Property Casualty Company Of America — 25674 **INSURER D :** Travelers Casualty And Surety Company — 19038 **INSURER E :** AIG Specialty Insurance Company — 26883 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-23-I3-G	08/31/2023	08/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	**CANCELLATION**
CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE of Marsh USA LLC** John Whittle

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EXHIBIT 5
Statement of Work

[Attached]

Summary of Services

Project South Lake Tahoe, CA- Q 160320

The parties mutually agree and acknowledge this Summary of Services for Development which is a high-level overview of the project requested, not a detailed requirements.

Project Scheduling
Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests
The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project
Request for Central Square assistance for Upgrading South Lake Tahoe to v22.2 and/or newest version available from current v16.2 of OS.

Annual Premise Subscription Fees have been applied.

Following Services Included on Part I of quote for services only agreement.

Project Management Services
Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services
Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

EXHIBIT B

COMPENSATION SCHEDULE SUMMARY

BUDGET

Recurring Annual Finance Enterprise Advanced Premise and HCM Employee Subscription Fee	**$73,835.00**
TOTAL (First Year, Not To Exceed)	**$73,835.00**
Travel and out-of-pocket expenses	**TBD, upon approval**

(travel expenses will be submitted at cost, per prior approval by the City)

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #: 10

Agenda Item: City Council Assignments to South Lake Tahoe Recreation Facilities Joint Powers Authority

Executive Summary: At their January 23 meeting, Council approved a request from Bruce Eisner for the appointment of an alternate to the South Lake Tahoe Recreation Facilities Joint Powers Authority.

Requested Action / Suggested Motions: Pass a Motion assigning an alternate to the South Lake Tahoe Recreation Facilities Joint Powers Authority.

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk Heather Stroud, City Attorney

Attachments:

01-Staff Report-Assignments to Commission & Boards.docx
02-2024 City Council Assignments (01 09 2024).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: 2024 City Council Assignments to Commissions and Boards

Location: Citywide

Responsible Staff Member: Susan Blankenship, City Clerk

Background: At the December 12, 2023, and January 9, 2024, meetings, Council made assignments to their various Commissions, Boards, and Subcommittees for 2024.

At the January 23 meeting, a request was made by Bruce Eisner for a City Council alternate to the South Tahoe Recreation Facilities Joint Powers Authority. Council provided consensus to bring this item back.

I**ssue and Discussion:** City Council will hold a discussion and assign an alternate to the South Tahoe Recreation Facilities Joint Powers Authority.

Financial Implications: There are no financial obligations associated with this action.

Environmental Considerations: The selection of assignments to City Council commissions and Boards is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes to the environment).

Policy Implications: The discussion and selection of City Council Assignments to Commissions and Boards conforms to City Council Protocols.

2024 City Council Assignments

Set forth by statute:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2024 Assignment
California Tahoe Conservancy	Mike Steeves (530) 543-6023 michael.steeves@tahoe.ca.gov	4-6 Meetings per year; third Thursday every other month; Alternate South Shore and North Shore	Voting Board Member G.C. Sec. 66906.1	Wallace Alt: Robbins Staff Support: HR ZT
City Selection Committee	EDC Board of Supervisors Kim Dawson (530) 621-5393 edc.cob@edcgov.us	As needed Placerville/TBA	Mayor G.C. 50270	Bass Staff Support: JI
El Dorado County LAFCO	Erica Sanchez (530) 295-2707 esanchez@edlafco.us Shiva Frentzen (530) 295-2707 sfrentzen@edlafco.us	Fourth Wednesday every month; 5:30 p.m. Placerville Apr-Oct CC Rep participate via conference call from Council Chambers for months of Nov – Mar	Appointment by City Selection Committee Appointee (Mayor) G.C. 56325-56337 2-year term	Wallace Staff Support: JI HS
El Dorado Countywide Oversight Board	Susan Blankenship, City Clerk sblankenship@cityofslt.us (530) 542-6005	As needed, general once a year in January or February	Appointed by the City Selection Committee G.C. 50270 HSC 34179(j)	Wallace Staff Support: OT
Tahoe Regional Planning Agency Governing Board ---------- Advisory Planning Comm	Marja Ambler (775) 588-4547 x 287 mambler@trpa.gov	GB Meetings meet fourth Wednesday every month; all day Alternate South Shore and North Shore	Voting Board Member G.C. 66800-66801 Term expires 12/2024	Bass Alt: Friedrich Staff Support: HR ZT Susan Chandler
Tahoe Transportation District	Judi Allen (775) 589-5502 jallen@tahoetransportation.org	Second Friday every month; Alternate South Shore and North Shore	Voting Board Member +Alternate G.C. 66800-66801	Friedrich Alt: Bass Staff Support: HR JI

2024 City Council Assignments

Set Forth by Agreement/Joint Powers Agreement/Resolution/Bylaws and/or Past Practice:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2043 Assignment
JPA - Abandoned Vehicle Abatement-	(530) 542-6135 (PD-Code Enforcement) Myriam Cocoletzi 530-542-6136 mcocoletzi@Cityofslt.us	Required to Hold an Annual Meeting Time/Place TBA	Voting Board Member Must be Elected Councilmember Agmt C-68-91	Robbins Staff Support: DS
JPA - Cal Tahoe (California Tahoe Emergency Services Operations Authority)	Ryan Wagoner, Executive Director ryancaljpa@gmail.com Kayla Galvan, Office Administrator kgalinskictjpa@gmail.com www.ctesoa.org	Quarterly; Time/Place TBA	2 Council Appointees Agmt C-18-10 (1/26/10)	Wallace Creegan Alt:Bass Staff Support: JD
Clean Tahoe Program	Katie Sheehan 530 544-4210 katie@clean-tahoe.org	Third Thursday of the Month in the City Council Chambers;	Two Voting Board Members (Councilmember and Designee) Clean Tahoe Bylaws	Wallace Creegan Staff Support: AN HR
El Dorado County Commission on Aging	Steve Shervey 530-622-8476 wyrdspinner@gmail.com	Third Thursday Every Month; Rotates Location Within EDC/TBA;	Council Appointee	Vacant Staff Support: JS and JI
League of CA Cities-Sac Valley Division	Charles Anderson (916) 798-2231 canderson@cacities.org	Quarterly Division Meetings; Annual Meetings Time/Place TBA	Council Appointee (Past Practice = Mayor)	Robbins Staff Support: JI SB
PADMA Park Avenue Development Project Plaza Maintenance Association	Lew Feldman (775) 580-7431 lew@fmttahoe.com	Every other Month Marriott Grand Residence	2 Council Appointees Agmt R-11-00 PADMA Bylaws	Wallace Bass Alt: CM or CA Staff Support: JI HS
South Lake Tahoe Recreation Facilities JPA	Bruce Eisner (530) 545-9905 beisner.sltjpa@sbcglobal.net	Shall Hold at Least One Annual Meeting Each Year; Time/Place TBA	Board Member Agmt C-17-00	Robbins Staff Support: JS and JI
Community Play Consortium	Jeff DeFranco (530) 541-4660 X 210 defranco@ltcc.edu	3 times per year	Council Appointee	Creegan Staff Support: JI OT
JPA -South Lake Tahoe Basin Waste Management Authority-	Jeffrey Warren (530) 621-7628 jeffrey.warren@edcgov.us	Shall Hold at Least One Annual Meeting Each Year; Time/Place TBA	Voting Board Member-Must be a Councilmember & Alternate Agmt C-25-97	Creegan Alt: Bass Staff Support: AN & SL

Tahoe Prosperity Center	Heidi Hill Drum, (775) 298-0265 (office) heidi@tahoeprosperity.org	January, April, July, December	Council Liaison	Wallace Staff Support: JI HR
Lake Tahoe Visitor's Authority Board 1. Visit Lake Tahoe	Carol Chaplin carol@ltva.org (775) 588-5900 x302 J Sue Barton (775) 589-2934 sue@visitlaketahoe.com Morgan Kern (775) 589-2052 morgan@visitlaketahoe.com	Second Thursday of each month, 3 p.m. 75 US-50, Stateline, NV 89449	Voting Member New LTVA Bylaws Requested from Ms. Chaplin 12 22 20	Bass Staff Support: JI HR

El Dorado Community Action Council (CAC)	Rebecca Johnson (530) 621-6255 Rebecca.Johnson@edcgov.us	4th Wednesday of each month at 10:00 a.m.	Council Appointee	Chelcee Thomas Staff Support JI

2024 City Council Assignments

Non-Voting:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2024 Assignments
Tahoe Chamber of Commerce tahoechamber.org	Mike Glover, CEO (775) 588-1728 x 301 Mike@tahoechamber.org	Third Thursday of each Month; 8 a.m./Place TBA	Council Liaison – Non-Voting *(Past Practice)*	Wallace Staff Support: JI HR
South Lake Tahoe Lodging Association	Rich Bodine (530) 543-6515 rbodine@hotelazuretahoe.com	Second Thursday of each Month Time/Place TBA	Council Liaison – Non-Voting (Past Practice)	Wallace Staff Support: JI HR
South Tahoe Chamber of Commerce	Amanda Adams, President (530) 721-0243 amanda@tahoeadams.com	Fourth Tuesday of each month	Council Liaison – Non-Voting *(Past Practice)*	Creegan Staff Support: JI HR
El Dorado County Transportation Commission	Woodrow Deloria (530) 642-5265 wdeloria@edct.org dkeffer@edct.org	First Thursday of most months 2:00 PM in the EDC Supervisors' Chambers 330 Fair Lane, Placerville	Council Liaison Non Voting	Bass Alt. Robbins Staff Support: HR and JI

2024 City Council Appointments to Subcommittees

Name of Committee	City Council Appointees (2)
Finance Subcommittee	Wallace Robbins Staff Support: OT & JI
South Tahoe Public Utility District 1 X 1 (Updated to 1 x 1 01 09 2024)	Robbins Friedrich (Alt) Staff Support: JI & SL
Lake Tahoe Unified School District 2 X 2 est. 01 15 2019	Creegan Friedrich Staff Support: JI & HR
Lake Tahoe Community College 2 X 2 est. 01 15 2019	Robbins Wallace Staff Support: JI & HR
El Dorado County 2 X 2 est. 01 15 2019	Wallace Bass Staff Support: JI & HR
Charter City Subcommittee est. 06 04 2019 (Renamed 12/1/2020)	Bass Robbins Staff Support: JI & HR
Housing Subcommittee est. 01 14 2020	Wallace Robbins Staff Support: JW & ZT
Multi-Cultural Alliance Subcommittee est. 12 15 2020	Friedrich Bass Staff Support: JI, DS
Mental Health Subcommittee est. 08 03 2021	Creegan Bass Staff Support: JI & DS
Capital Improvement Program Subcommittee est. 01 04 2022	Bass Creegan Staff Support: AN
South Shore Transit Subcommittee Est. 03 14 2023	Bass Wallace Staff Support: JI & HR

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #: 11

Agenda Item: City Council Designees to Ameca Sister City Trip

Executive Summary: The City of South Lake Tahoe and the City of Ameca became Sister Cities back in 2019. Our Hispanic population is significant in Tahoe and one of the main reasons why the City of South Lake Tahoe chose to become a sister city to the City of Ameca is because approximately 70% of our Hispanic population has roots from the City of Ameca and the region of Mexico known as Jalisco. The Administration from the City of Ameca visited the City of South Lake Tahoe in 2019 for this historic unification. Those involved throughout this important relationship over the past 5-years would like to have a delegation return to the City of Ameca. The purpose is like the original journey: education and sharing of information. The trip is set to occur February 28 through March 4, 2024, and the City Council is being asked to Pass a Motion designating two members of City Council to attend an Ameca Sister City Trip, February 28-March 4, 2024, at no cost to the City.

Requested Action / Suggested Motions: Pass a Motion designating two members of City Council to attend an Ameca Sister City Trip, February 28-March 4, 2024, at no cost to the City.

Responsible Staff Member: Joseph Irvin, City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirove, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff_Report_CC Designees to Ameca Sister City Trip.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: City Council Designees to Ameca Sister City Trip

Location: Citywide and Ameca, MX.

Responsible Staff Member: Joseph D. Irvin, City Manager (530) 542-6043

Background:
The City of South Lake Tahoe and the City of Ameca became Sister Cities back in 2019. Our Hispanic population is significant in Tahoe and one of the main reasons why the City of South Lake Tahoe chose to become a sister city to the City of Ameca is because approximately 70% of our Hispanic population has roots from the City of Ameca and the region of Mexico known as Jalisco. The Administration from the City of Ameca visited the City of South Lake Tahoe in 2019 for this historic unification. The Ameca group toured South Tahoe Refuse, Lake Tahoe Community College, South Tahoe Public Utility District, Lakeview Commons, and more.

A City of South Lake Tahoe Contingency (made up of representatives from the City of SLT, STR, STPUD, & LTCC) visited the City of Ameca in February 2020. The delegation from South Lake Tahoe toured the City of Ameca over a five-day period. Tours included the University, Public Water Facilities, Public Dump, El Presidente's Office, Carnival and the Sugar Cane Factory. In addition, the City of Ameca dedicated a feature in a public park in Ameca establishing the sister city relationship between the City of Ameca and the City of South Lake Tahoe.

The City of Ameca Coalition returned to South Lake Tahoe in July 2022. South Tahoe Refuse generously donated two (2) garbage trucks to the City of Ameca so that they could begin to collect commercial garbage. The city also unveiled the memorializing of our sister city relationship with a plaque on a boulder that resides in Lakeview Commons. Mayor Bass (then Council Member Bass) also hosted the Ameca delegation for a celebration of our collective partnership.

Issue and Discussion:
Those involved throughout this important relationship over the past 5-years would like to have a similar delegation return to the City of Ameca. The purpose is like the original journey: education and sharing of information. The trip is set to occur February 28 through March 4, 2024, and the City Council is being asked to Pass a Motion designating two members of City Council to attend an Ameca Sister City Trip, February 28-March 4, 2024, at no cost to the City.

Financial Implications:
There are no financial impacts to the City associated with this trip as proposed.

Environmental Considerations:
The discussion in this item is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the

environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The relationship with our Sister City of Ameca advances the City Council Strategic Priorities, specifically:

- **Action Item 3.2.3 (Inclusion and Diversity):** Continue to support and foster engagement opportunities that support and continue to cultivate our relationship with Ameca, MX and Latinx community members.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #: 12

Agenda Item: Cannabis Community Benefit Fee Revenue Allocation Policy, Grant Program Guidelines, and Application

Executive Summary: Having implemented a Cannabis Revenues Grant Program for three cycles, Staff is bringing the Cannabis Community Benefit Fee Revenue Allocation Policy for discussion. This Policy influences the Cannabis Revenue Grant Program Guidelines and Application. Staff seeks direction from council on whether these documents should be updated before deploying a 2024 Cannabis Revenues Grant Program application period beginning April 15, 2024.

Requested Action / Suggested Motions: Pass a Motion directing the City Manager to bring back a resolution to update the Cannabis Community Benefit Fee Revenue Allocation Policy, Cannabis Revenues Grant Program Guidelines, and Application.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01_-_Staff_Report-CRGP_Guidelines_2024_Discussion.docx
02 - Res 2021-039 Cannabis Fee Boys Girls Club - Cannabis Revenue Allocation Policy.pdf
03 - 2023 CRGP Application Questions.pdf
04 - Financial Policies Granting Funds for Community Benefit.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: February 13, 2024

Title: Discussion of Cannabis Community Benefit Fee Revenue Allocation Policy and Grant Program Guidelines and Application

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Background: On February 19, 2019, the City Council adopted Ordinance No. 2019-1126 which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe and visitors. At that time cannabis businesses operated pursuant to individual Development Agreements that required each business to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.

On May 18, 2021 an item was brought to council "Approving One-Time Allocation of $100,000 of Cannabis Community Benefit Fee Revenue to the Boys and Girls Club of Lake Tahoe Building Campaign and Establishing a Policy for Future Allocations." The policy that was established was the "Cannabis Community Benefit Fee Revenue Allocation Policy."

2022's Measure G enacted an administrative change on how cannabis business fees are collected in order to streamline the process. It was expected to continue to provide approximately $1,000,000 in local funding annually. The measure was described by the City's documentation as intending to "maintain essential services such as wildfire prevention, safety, snow removal, road repair, youth programs, other general services by converting existing cannabis business fees to a gross receipts tax up to 6%." Outreach stated that "current nonprofit community benefits grants will not be impacted by Measure G."

In April 2022, the City of South Lake Tahoe rolled out the pilot year of its competitive Cannabis Revenues Grant Program (CRGP), and 14 projects were funded at almost $400,000. The program was administered in a substantially similar manner in 2023 and Council granted 15 projects at $408,625.

The CRGP is in alignment with the City's "Financial Policy for Granting Funds for Community Benefit and Enhancement" and any updates or changes to the CRGP must be in alignment with that Policy, attached.

Issue and Discussion: At issue is if/how the Cannabis Community Benefit Fee Revenue Allocation Policy, and the ensuing Guidelines and Application, should be amended/updated.

During the Review Team meeting when 2023 awards were being considered, several points were captured for later consideration by Council. Staff now desires feedback on several questions while the 2024 Guidelines and Application are being prepared.

The Cannabis Community Benefit Fee Revenue Allocation Policy states:

"The City Manager is delegated authority to create a Community-wide Benefit Grant Program funded by Cannabis Community Benefit Fee revenue. This program will provide funding to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate ***potential impact of the cannabis industry*** *in South Lake Tahoe. The program will operate through an application process to be established prior to the next year's mid-year budget process."*

The 2023 CRGP Guidelines state:

"To assist the City Council in the evaluation of the community-wide cannabis revenue grant program, the following process and guidelines have been developed to assist the City in an annual review of proposals for funding opportunities to local public agencies and nonprofit organizations with programs or ***projects designed to mitigate potential negative impacts of the cannabis industry*** *in South Lake Tahoe and which promote the priorities of the City Strategic Plan."*

During the 2023 grant application review process the Review Team discussed how an applicant is expected to know what are the "potential impacts of the cannabis industry in South Lake Tahoe." The current policy and guidelines allow an applicant to interpret the definition of "impacts", who will make their case in their responses to the Application questions.

Additionally, the only corresponding question to this Guideline in the 2023 Application stated:

"6. Please describe how this funding could be used to help mitigate the potential negative impacts of the cannabis industry*. Maximum 1250 characters*". The 2023 CRGP Application weighted this response with up to 50 of 140 total possible points (up to 36% of the available points).

The Review Team discussed whether it is appropriate to use this funding, which comes from legal, adult-serving cannabis businesses, toward programs meant to mitigate illegal/unregulated cannabis use/abuse.

Staff desires feedback on:

1. Whether the language referring to <u>mitigating impacts of the cannabis industry should remain in the Policy and Guidelines or not</u>. If removed, the Policy and Guidelines can retain language pertaining to projects that help achieve City Strategic Priorities, as articulated in the Strategic Plan 2023 – 2028 (and available on the City Manager's page on the City website).

If the language remains, should the weight of the relevant question remain at 36-percent? (See Attachment "2023 CRGP Application Questions" for relative weights applied last year).

Financial Implications: This item requests feedback on the Policy, Guidelines, and Application questions and does not have financial implications. Council will respond to a program funding proposal in the Midyear Budget process.

Environmental Considerations: This item is not a Project subject to review under the California Environmental Quality Act (CEQA).

Policy Implications: The 2023 Guidelines were consistent with the established Cannabis 'Community Benefit Fee Revenue Allocation Policy' adopted on May 18, 2021. If Council were to amend the language pertaining to mitigating potential impacts of the cannabis industry, the 'Cannabis Community Benefit Fee Revenue Allocation Policy' would need to be amended by either deleting that language and/or adding additional language. If it is Council's desire to amend Policy language, Staff will bring the amended Policy back for adoption in a March meeting.

The program itself is created in part to help advance the Strategic Goals and Priorities set forth by Council.

The Cannabis Revenues Grant program is in alignment with, and falls under the guidance of, the "Financial Policies for Granting Funds for Community Benefit and Enhancement Grant Program".

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Resolution 2021-039

Adopted by the City of South Lake Tahoe City Council

May 18, 2021

Approving One-Time Allocation of $200,000 of Cannabis Community Benefit Fee Revenue to the Boys and Girls Club of Lake Tahoe Building Campaign and Establishing a Policy for Future Allocations

BACKGROUND

A. On February 19, 2019, the City Council adopted Ordinance No. 2019-1126 which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe and visitors.

B. Cannabis businesses operate pursuant to individual Development Agreements that require to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.

C. The current accumulated balance in the Cannabis special revenue fund at April 30, 2021 is $660,475. Sufficient fund balance is available to cover the remaining budgeted expense through the end of the fiscal year of 9/30/2021.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Approves the allocation of the Cannabis Community Benefit Fee revenue to the following organizations and purposes:
    a. Boys and Girls Club – building completion $200,000

2. Approves the amendment to the budget in account 223-02120 as follows:
    Expense 44023 Contributions/Sponsorship $200,000

3. Approves the Policy for Allocation of Cannabis Community Benefit Fee Revenue attached hereto as Exhibit “A.”

Adopted by the City of South Lake Tahoe City Council on May 18, 2021 by the following vote:
Yes: Creegan, Middlebrook and Wallace
Absent (recused): Bass and Friedrich

Date: 5/19/2021

Tamara Wallace, Mayor

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

DocuSign Envelope ID: 1D1A616F-DE8C-4C96-B6F6-044543C6D6CF

CANNABIS COMMUNITY BENEFIT FEE REVENUE ALLOCATION POLICY

The City of South Lake Tahoe hereby establishes a policy for the allocation of cannabis Community Benefit Fee revenue, as follows:

1. The City Manager is delegated authority to create a Community-wide Benefit Grant Program funded by Cannabis Community Benefit Fee revenue. This program will provide funding to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impact of the cannabis industry in South Lake Tahoe. The program will operate through an application process to be established prior to the next year's mid-year budget process.

2. City Council will allocate up to 50 percent of the previous year's revenue to the new Community-wide Benefit Grant Program during a mid-year budget process.

3. City Council will allocate a portion of the remaining revenue back to the General Fund for projects that meet and/or enhance community needs and benefit a large cross section of residents having a direct correlation to resident services and enhancement in the areas of recreation, economic development, support services and the environment.

2023 City of South Lake Tahoe
CANNABIS REVENUES GRANT PROGRAM Application Scoring

Application Question	*Score Range*	*Character Limit*	*Effective weight*
Please describe the Organization's mission statement and provide a brief overview of theorganizational structure.	unscored	500	
Please provide a brief summary of how this funding would be used to benefit thecommunity.	0-10	500	7%
The City has robust goals to reduce carbon pollution and achieve actions outlined in the Climate Action Plan. Does your project advance any of these actions? The CAP can be found here: https://www.cityofslt.us/DocumentCenter/View/17277/South-Lake-Tahoe-Climate-Action-Plan-2020	0-10	500	7%
The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement. Please describe how funding could help the City advance one or more of its Strategic Priorities. The Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLTStrategic-Plan-web- version	up to 10 points for each of the 5 overall priorities, for a total of up to 50 points	1250	36%
Please Describe the Target Population served with this request (demographics,disadvantaged, number of beneficiaries), and what impact this funding will have on this population.	0-10	500	7%
Please provide a sustainability plan. What steps will your organization take to ensure the future success of the proposed project beyond the completion of the City grant award (future financial support, continued community interest, staff requirements, or one-time project).	0-10	500	7%
Please describe how this funding could be used to help mitigate the potential negative impacts of the cannabis industry.	0-50	1250	36%
			100%

Financial Policies
Granting Funds for Community Benefit and Enhancement Grant Program

PURPOSE

The purpose of this policy is to establish a framework for providing funding to non-profit organizations, and/or governmental agencies, through city-funded grant program(s). This policy establishes the standards for application, review, and approval in providing funding in a responsible, transparent, and accountable manner consistent with Federal and State laws and regulations as well as City strategic goals and priorities. Providing supplemental grant funding to eligible organizations can help increase the efficiency and impact of programs, projects, and services provided to the community.

ADOPTION AND IMPLEMENTATION

The City Council is responsible for adopting the City's Financial Policies and approving significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

DEFINITIONS

A *Grant* is a financial award, provided to fund specific expenditures, used for beneficial goals, and objectives serving a public purpose through a contractual grant agreement. This policy will outline the procedures in providing grant funding to eligible non-profit agencies.

A Nonprofit Organization is a legal entity organized and operated for a collective, public, or social benefit for purposes other than generating profit. Nonprofit organizations must be designated as nonprofit when created and may only pursue purposes permitted by statues for nonprofit organizations.

A *Governmental Agency* means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the federal government or of a state or a county, municipality, or other political subdivision of a state.

A Donation is a *gift,* contribution for charity, or to benefit a cause with no expectations or contractual obligation of services in return. The California Constitution prohibits public agencies, from making a “gift of public funds”. Therefore, this policy **prohibits** “*donations of public funds*”.

*Subrecipient i*s an entity that receives a subaward from a pass-through entity (City) to carry out part or all of a grant program and its requirements. This policy does not pertain to subrecipient or subaward grant agreements.

PROCEDURES

The City must have available appropriated funding, to provide funds to organizations through a grant program.

Depending on budget availability and priorities and in the sole discretion of City Council, grant funding may be budgeted during annual fiscal year, or mid-year budget process, where appropriate.

Following budget appropriation by City Council, the application period will be announced on the City of South Lake Tahoe website, City Council meetings, City social media accounts, and other media outlets.

The City Manager and/or designee will accept, and review grant applications received in response to the application period announcement and will present the eligible awards to City Council for approval.

Grant funding will not be provided without an approved grant application, appropriated budget, and executed grant award.

Applications will be available on the City of South Lake Tahoe website, or available by hard copy at City Administration offices, 1901 Lisa Maloff Way, South Lake Tahoe, CA.

Deadline & Timeline

Application period will be determined by the City Council contingent upon Council priorities and available budget appropriation timelines.

1. Applications will be reviewed within 20 business days from date the application period closes.
2. During this period of time the City may contact the applicant if additional information is required to process the application or if the applicant does not meet the eligible criteria.
3. Potential grant award notifications will be sent upon conclusion of application review period; advising the applicant of the City Council meeting date for potential grant contract award.
4. Projects should be complete within timeframe outlined in grant award.

Eligibility

To be eligible for city grant funding, agencies must at a minimum meet the following criteria:

1. Be located in or serve the City of South Lake Tahoe.
2. Meet the definition of a nonprofit and can provide the organization's IRS 501(c) tax designation letter.
3. Meet the definition of a governmental agency, providing services to the City of South Lake Tahoe.
4. Have the ability to provide the organization's 990 or 990-PF federal tax return, and/or audited financial statements.
5. Possess a valid City of South Lake Tahoe Business License.
6. Provide a proposal which will benefit those living in the City of South Lake Tahoe.
7. Meet all criteria outlined in the grant application.
8. Entities may submit only one application annually.

Program and Project Criteria

1. Address an impact imposed upon the community,
2. Solve a problem or deficiency within the community,
3. Provide a solution or increased benefit to the community,
4. Align with City Strategic goals and objectives,
5. Consistent with City Council priorities and funding initiatives,
6. Focus resources on disadvantaged areas of the community,
7. Comply with local land use, City Code, and other permit/license requirements,
8. Provide identified funding sources showing the ability to leverage other funds if applicable.

Eligible Expense

Eligible costs are only those costs incurred to perform the scope of work detailed in the grant application as approved, which are necessary and reasonable for the performance of the grant award. The following are eligible uses of grant funds:

1. Direct employee expenses incurred for the implementation of the program/project including payroll costs and fringe benefits with detailed documentation provided.
2. Direct operating costs associated with implementation of the program/project as detailed in the approved application.
3. Direct contractual services associated with implementation of the program/project as detailed in the approved application
4. No more than a 10% de minimis in-direct cost rate; unless the organization can provide a separate approved federal cognizant agency in-direct cost rate.

Grant Payments

Grant payments are based on an applicant's ability to meet performance goals. Failure to meet goals may result in a reduction of grant payment.

Grant payments will be based on actual expenditures incurred by the grantee that are necessary and reasonable to the accomplishment of the work as outlined in the grant application.

Grantees will be required to provide documentation of project-related costs, including submission of copies of invoices, cancelled checks, payroll documentation and any other documentation necessary to substantiate costs prior to receiving final payment.

1. The City shall make initial disbursement of grant funds up to 90% of the grant award, upon receipt of executed Grant Agreement.
2. Final ten percent 10% will be withheld until the City receives all cost documentation to substantiate the initial 90% payment, completion of the scope of work in its entirety and final report approved by the City.
3. Costs incurred by the Grantee in excess of the authorized grant funds shall be at the Grantee's sole cost and expense.

GRANT COMPLIANCE

Grant compliance means following the standards set forth in this policy, the application requirements, the awarded grant agreement, City Code and State and Federal laws and regulations as required.

Non-compliance can result in loss of final payment, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Deliverables

Grantees will be required to submit a summary of expenses as well as all expense documentation to substantiate the expenses detailed in the grant application, to include:

1. Personnel- payroll documentation, timesheets, ledgers, detailed work orders, fringe benefit documentation and calculations.
2. Consultants/ Contracts – detailed contracts, agreements, paid invoices and proof of payment for all paid consultants/contractors including subconsultant/subcontract documentation.
3. Procurement of goods – detailed itemized receipts, proof of payment, purchase orders.
4. Any other documentation the city feels necessary to substantiate grant related expenses.

Grantees will be required to submit a Final Report and Progress Reports, where necessary, depending on period of performance and/or scope of work to include:

1. Project Activities- brief narrative outlining types of activities being funded by the grant, how those activities fit into program objectives.

2. Financial Summary- overview of all funds expended on the project/program/service.
3. Results and Impact- brief explanation how the grant funding made a difference. Highlight key outcomes, data, and community benefit.
4. Future Plans and Sustainability- brief description if this was one-time event/activity or if the grant funding was a contribution towards a sustainable program/project. Include future projections or plans for longevity.
5. Any other report or documentation necessary to highlight the benefit received to the community through this grant award.

Falsification of Documentation

California Penal Code 115 PC - Submitting fraudulent receipts, falsifying an application, or submitting a falsified report in any public office within the state is a criminal felony offense, punishable by up to three years in jail or prison.

California Penal Code Section 424- Misappropriation of public funds criminalizes the act of using public funds for an unrelated public benefit or personal use. Misappropriation of public funds is a felony crime punishable up to 4 years in state prison and a fine up to $10,000 as well as repayment of funds misused. Additional criminal charges can also be added to the sentence.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: February 13, 2024

Agenda Item #: 13

Agenda Item: Agenda Planning Calendar

Executive Summary: The Agenda Planning Calendar is a projection of items comming before City Counci, for consideration.

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

APC - 02 08 2024.pdf

2024 Agenda Planning Calendar (Updated 02 08 2024)

Department		Agenda Item	Agenda Section
Feb. 27, 5:30 p.m.	**City Clerk**	Presentation by Chad Hayse - Basin Entry Fee	Presentation
		Citizen Appointments to Commissions & Boards	UB
	City Manager	TOT PublicOpinion Survey Results	NB
	Finance	2023-2024 Master Fee Schedule	PH
		Quarterly Budget & Financial Status Report as of 12/2023	Consent
		Investment Portfolio Report as of 12/2023	Consent
		IT Server Purchase	Consent
	Fire	CTC Sub-Recipent Grant	Consent
	Public Works	Ratify Sumittal of SEP Grant	Consent
Mar 12, 9 a.m.	**City Attny**	Shared Mobility Device Ordinance (First Reading)	PH
		ADA Transition Plan update	NB
	City Manager	Abandoned Structures Code Amendments	NB
	Dev Services	ADU Units Pre-approved Designs and Products No Approval Requirement	NB
		Rental Assistance Program Guidelines	NB
		ADU Ordinance Update	NB

2024 Agenda Planning Calendar (Updated 02 08 2024)

		Rental Registry	NB
		General Plan Annual Report	Consent
		Annexation of Properties Pre-Zoning	PH
	Finance	Fiscal Year 2023-2024 Mid-Year Budget Review	NB
	Fire	Annual Report	Consent
		Acceptance of Parasol Prevention Grant	Consnet
	HR	Unrepresented Employees Package	Consent
	Police	Annual Report	Consent
	Police	AB 481 Military Equipment	Consent
	Public Works	Annual Pavement Rehab Presentation	NB
		Review & Acceptance of HWY 50 Road Safety Audit	NB
		Grant Agreement with CTC for Dennis Machida Greenway	Consent
		Airport Master Plan Discussion	NB
Mar 26, 5:30 p.m.	**City Manager**	Award of On-Call Electrical/Structural Engineering	Consent
		Chateau Update	UB
	Finance	2023-2024 Master Fee Schedule	Consent

2024 Agenda Planning Calendar (Updated 02 08 2024)

		Ski Run BID Annual Report and Budget	NB
	Public Works	Annual Report	Consent
April 23, 5:30 p.m.	**City Manager**	Heavenly Parking Agreement	UB
		EV Charging Vendor Services	Consent
		Minumum Wage Discussion	NB
	Dev Services	Disc.: Motel 6 & Sunray Affordable Housing Options: Inc. Parcel Asses.	NB
		TCAP/TVAP Updates	NB
	Finance	2023 Annual Comprehensive Financeial Report	Consent
	Public Works	Airport Signage	NB
		2024-25 CIP Recommendations	NB
May 7, 9 a.m.	**City Clerk**	Proclamation Recognizing May 2024 as "Military Appreciation Month"	Proc
	Dev. Services	VHR TAU Requirement Discussion	NB
	Finance	Ski Run BID to Levy Assessment for Business License Year 2024/2025	PH
	Public Works	Authorization for ATP Cycle 7 Grant Application	Consent
May 21, 5:30 p.m.	**Finance**	Quarterly Budget and Financial Status Report as of March 2024	Consent
		Investment Portfolio Report report as of March 2024	Consent

2024 Agenda Planning Calendar (Updated 02 08 2024)

June 4, 9 a.m.	**City Clerk**	Tentative - Citizen Initiative - Tax on Vacant Residential Units	NB
	City Manager	Grant Acceptance from Tahoe Water Suppliers Association	Consent
June 18, 5:30 p.m. *CC/STRSA	**City Clerk**	Resolution Calling for Consolidated Election - Candidates & Measures	Consent
	Finance	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 24-25	Consent
		Annual Special Tax for CFD 2001-1 Series 2015 Refunding Bonds for FY 24-25	STRSA Consent
Aug 13, 9 a.m.	**Budget Workshop**		
Aug 27, 5:30 p.m.			
Sept. 10, 9 a.m.	**Dev Services**	Review of Employee Housing Public and Business Outreach Campaign	
		Employee Housing Signage Ordinance	
Sept. 24, 5:30 p.m.			
Unscheduled/Pending			
	City Attorney		
	City Clerk	Records Management Policy (Updated)	
	City Manager	Comprehensive Energy Services Contract	
		Municipalization of Electric Utility - Feasability Analysis	
	Dev Services	REACH Code Adoption	

2024 Agenda Planning Calendar (Updated 02 08 2024)

		One-Year Results of Inclusionary Housing Ordinance (December 31, 2024)	
		Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation	
		City/CTC land exchange agreement	
		Radon Presentation by Jeff Minor	
		Building Code Appendix AW adoption-3D printed structures	
		Discussion: Second Home Cap/Permit Options (9/2024)	
	Finance	Disolution STJPPFA	Consent
	Fire	Type 3 Fire Engine Purchase	
	Parks & Rec	Bijou Golf Course "Rock the Lake" Event and Review	
	Police	Lime/Byrd Scooter Corrals & Agreements	
		SRO Mid-Year Budget 23-24 Analysis	
	Public Works	Maintenance Agreement - US 50 Safety Project	Consent
		Broadband PPP Contract	
		Hwy 50/89 Concrete/Pavement Option	
		GIS Program Presentation	
		CTC Prop 1 Grant Funding	

2024 Agenda Planning Calendar (Updated 02 08 2024)

	Renewal of EDC License Agreement for Stormwater Basin
	Facility Conditions, ADA and Sustainability Presentation
	Bicycle Advisory Presentation
	PSA for planning, design, review services - Machida Memorial Greenway Trail phase 1c.