



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 5/16/2023

Agenda Item: 7K

Department: Public Works
Prepared By Rick Milam, Maintenance Operations Supervisor

Subject:

ADOPTION OF RESOLUTION NO. 23-31, AWARDING A MAINTENANCE SERVICES AGREEMENT TO ACCESS CONTROL SECURITY, INC. TO PROVIDE PARKING ENFORCEMENT SERVICES DURING STREET SWEEPING OPERATIONS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 (EXISTING FACILITIES, 14 CCR SECTION 15301) OF THE STATE CEQA GUIDELINES

Summary:

Before the City Council is a resolution that would award a three-year agreement to Access Control Security, Inc. to provide parking enforcement services during street sweeping operations, authorize the City Manager to execute the agreement and find the project categorically exempt from CEQA.

Background:

The City had been without parking enforcement during street sweeping operations since January, 2022 when the previous contract ended. Since that time, staff advertised request for proposals (RFP) on Planet Bids and in the San Clemente Times on four separate occasions. Proposals were solicited and none were received in December 2021, April 2022 or November 2022. Two proposals were received in response to the RFP in January 2023. The lowest responsible bidder was Access Control Security, Inc. (ACS) with an annual cost of \$60,672 for a three-year total of \$182,016. Patrol Masters Security Services was the other proposer with an annual cost of \$69,120. The three-year contract with ACS has an option of two one-year extensions for a potential total agreement term of five years.

In order to restart this service after being without it for so long and prior to the busy summer season, staff hired ACS to provide month-to-month services until the new contract is executed. ACS has been performing these services for the last month under a purchase order within the City Manager's approval limit.

Council Options:

- Adopt Resolution No. 23-31 and award the Maintenance Services Agreement to ACS, Inc.
- Continue the Item and direct staff to provide additional information.
- Reject all bids and not conduct parking enforcement during street sweeping operations.

Fiscal Impact:

Yes. The total three-year agreement cost is \$182,016. The annual contract amount of \$60,672 is funded from the available fund balance in the Clean Ocean operating budget 057-542-43890. In the

previous fiscal year (FY 21-22), revenues in the amount of \$222,336 were collected from street sweeping citations.

Environmental Review/Analysis:

Staff recommends that the City Council determine this project to be categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities, 14 CCR section 15301) of the State CEQA Guidelines.

Recommended Actions:

Staff Recommendation

Adopt Resolution No. 23-31 which would:

1. Determine that this project is categorically exempt from CEQA under Class 1 (Existing Facilities, 14 CCR section 15301) of the State CEQA Guidelines.
2. Award the Maintenance Services Agreement for Parking Enforcement during street sweeping operations to Access Control Security, Inc.
3. Authorize the City Manager to execute a Maintenance Services Agreement (Contract #) for Parking Enforcement during street sweeping operations with Access Control Security, Inc. in an amount not to exceed \$182,016 for a three-year contract term with the option of two one-year extensions for a potential total agreement term of five years.

Attachment:

1. Maintenance Services Agreement
2. Resolution 23-31

Notification:

None

CITY OF SAN CLEMENTE

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, located at 910 Calle Negocio, San Clemente 92673 ("City") and Access Control Security, Inc., a California corporation, with its principal place of business at 21049 Devonshire St., Suite 211B, Chatsworth, CA 91311 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of Parking Enforcement for Street Sweeping required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for Parking Enforcement for Street Sweeping dated 05/02/2018, which are hereby incorporated as though fully set forth herein. The Contract Documents for the aforesaid project shall consist of the Enforcement Quote, together with this Agreement and all required insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing parking enforcement for street sweeping maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Parking Enforcement for Street Sweeping project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Parking Enforcement for Street Sweeping maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated fully herein by the reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023** to **June 30, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Randy Little Maintenance Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Reza Jalala, President and CEO of Access Control Security, Inc., or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a maintenance project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 No Bonds required for this contract

3.2.12.1 Performance Bond Not Required

3.2.12.2 Payment Bond Not Required.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with Local Water Quality Requirements. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan (“DAMP”), the City of San Clemente Water Quality Improvement Plan (“WQIP”), the City of San Clemente Jurisdictional Urban Runoff Management Plan (“JURMP”), and the applicable Water Quality Management Plan (“WQMP”). These documents contain Model Maintenance Procedures with Best Management Practices (“BMPs”). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar with these documents and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

www.ocwatersheds.com

A copy of the San Clemente WQIP and JURMP are available on the internet at:

www.sccleanocean.org.

The City will provide a copy of any applicable project WQMP.

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor’s failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor’s failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "E" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$60,672 per year. Extra Work may be authorized with the prior written approval of City's Maintenance Manager, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City in advance.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from the City. Extra Work under the Agreement shall not exceed ten percent (10%) of the not to exceed amount set forth in Section 3.3.1 above unless authorized by City Council.

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

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and

Contractor shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

Contractor: **Access Control Security, Inc.**
PO Box 3791
Chatsworth, CA 91313
ATTN: Farishta Jalala, CEO

City: City of San Clemente
100 Avenida Presidio
San Clemente, CA 92627
ATTN: Randy Little, Maintenance Manager

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

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

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

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, and P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner

arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

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

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, 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.

3.5.19 Equal Opportunity Employment. Contractor 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, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.5.22 Counterparts and Electronic Signatures. This Agreement may be executed electronically by DocuSign® and in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. True facsimile, electronic or photocopies shall be binding to the same extent as an original signature page.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: _____

Andy Hall, City Manager

Dated: _____, 2023

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

By: _____
Elizabeth A. Mitchell, City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: _____
Finance Authorization

Access Control Security, Inc.
("CONTRACTOR")

Contractor's License Number _____

By: _____
Farishta K. Jalala, CEO/Secretary

By: _____
Reza Jalala, CFO

Dated: _____, 2023

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

SPECIFICATIONS

Parking Enforcement for Street Sweeping

TECHNICAL MAINTENANCE SPECIFICATIONS

1. DESCRIPTION OF SPECIFICATIONS AND INTENT

The intent of these specifications is to provide enforcement of the City's street sweeping parking restrictions in the Neighborhood Pride Program (NPP) posted areas.

2. SCOPE OF WORK

Contractor shall furnish all labor, equipment, and supervision to perform parking enforcement as described herein including, but not limited to, the following:

- A. Provide enforcement patrol of the City's Neighborhood Pride Program (NPP) zones every other Wednesday and Thursday, from 9:00 AM to 1:00 PM
- B. Provide four (4) Enforcement Officers and two (2) marked enforcement vehicles four (4) times monthly.
- C. These officers will follow the street sweeper and issue manual citations, citing parked vehicles only after the street sweeper has passed.
- D. Scheduled service periods will be a minimum of four (4) hours each per officer provided.

3. WORKING HOURS, DAYS AND ROUTE TYPES

- A. The sweeping and parking enforcement of all posted routes shall be performed between 9:00 AM and 1:00 PM, only on scheduled days and times, in accordance with City street sweeping schedules and maps.
- B. Contractor/Contractor's personnel must arrive ready to work at each location as scheduled.
- C. The sweeper operator will always stop the street sweeper and wait for the parking enforcement staff to catch up and be in the operator's view, anytime sweeping of posted streets is done.

4. PERFORMANCE DURING INCLEMENT WEATHER

- A. During periods when inclement weather may hinder normal operations, a two-hour standby period of 7:00 AM to 9:00 AM will be observed to determine if street sweeping may be canceled by the City.
- B. The Contractor shall immediately notify, and receive approval from the City's Maintenance Manager or his or her designee before canceling any parking enforcement operations or removing officers from any route due to inclement weather, or other reasons.

- C. The City reserves the right to suspend or cancel street sweeping and/or parking enforcement functions on a day-to-day basis.

5. DEDUCTIONS

- A. These specifications are intended to cover all labor, materials, and workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.
- B. Any deviation from or failure to meet any aspect of the specifications set forth herein, and any failure to perform or complete work within the schedule dictated by the City's Maintenance Manager or his or her designee, will result in a \$500.00 deduction for each deviation from and each failure to meet these specifications. Additionally a \$500.00 deduction per day will be applied for each day any work is not completed or not completed on time. Deductions must be reflected in the next billing. Invoices failing to include incurred deductions shall not be paid.

6. LEVEL OF SERVICE

- A. All work shall be performed in accordance with the highest parking enforcement standards, as stated in these specifications. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- B. All work shall meet with the approval of the City of San Clemente Public Works Department, Maintenance Manager or his or her designee. If so deemed by the City, there shall be weekly meetings with the Contractor and the City representative to determine progress and to establish areas needing attention.

7. HOLIDAYS

- A. No sweeping shall occur on the following City recognized holidays, or furloughs unless approved in writing and in advance by the City.
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veteran's Day
 - 8. Thanksgiving Day
 - 9. Day after Thanksgiving
 - 10. Christmas Day
 - 11. Day before or after Christmas Day
 - 12. City Furlough Days (between Christmas and New Year's Eve)
 - 13. New Year's Eve
- B. Holidays and City Furlough dates recognized by the City will be provided to Contractor by City prior to the beginning of each calendar year.

8. PARKING CITATIONS

- A. The City of San Clemente will provide the parking citation forms.
- B. Contractor/Contractor's officers must complete each parking citation form in its entirety.
- C. Contractor/Contractor's officers must complete each parking citation in clear and legible handwriting in all fields, and with sufficient pressure applied while writing to assure all copies of each citation are also legible.

9. SAFETY REQUIREMENT

- A. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Maintenance Manager or their designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
- B. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the Maintenance Manager or their designee.

10. PERFORMANCE AND SUPERVISION

- A. The Contractor shall provide a work force sufficient to complete the work as it is specified.
- B. Work shall be performed by competent and experienced workers.
- C. The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Any information or order given to the Contractor's supervisor shall be deemed as delivered to the Contractor.
- D. Supervisors must communicate effectively both in written and oral English, and shall be present in the City at all times during contractual operations. A Supervisor is defined as a full-time employee assigned to direct work crews, with authority to authorize work and make decisions on behalf of the Contractor. In no case shall an employee normally assigned to lesser status be provided in lieu of a Supervisor.
- E. All Contractor's personnel working within the City of San Clemente:
 - 1. Must be of good character, neat appearance, and in appropriate dress as approved by the City's Maintenance Manager or their designee.
 - 2. Must wear identification badges or patches clearly showing the Contractor's company name and the employee's name, and which are clearly visible at all times.
 - 3. Must adhere to the highest standards of parking enforcement and customer contact, and must conduct themselves in a calm, courteous, respectful and professional manner at all times.

- F. Persons employed by the Contractor who are found not to be satisfactory by the City shall be discharged or reassigned by the Contractor immediately.

11. EQUIPMENT

- A. All vehicles and equipment used in conjunction with the work shall be maintained in neat, clean, and orderly manner and shall be in good working order.
- B. All vehicles and equipment must be clearly marked in legible letters with the Contractor's company name, license number, phone number, vehicle identification number or code, and the following wording: "Contracted to Serve the City of San Clemente".
- C. No advertising of any kind or description shall appear on any vehicles or equipment except as required in item 11.B above.
- D. The City's Maintenance Manager or their designee, or his authorized agent may reject any vehicle or piece of equipment and order it removed from the job site. Said vehicle or equipment must be replaced by appropriate, preapproved vehicle or equipment within two working days, or deductions to the monthly contract amount shall continue until such time as appropriate, approved equipment is provided.
- E. Vehicles/equipment shall be maintained both visually and operationally in good condition including paint and body, with no visible rust or body damage.
- F. All vehicles shall have communication devices to have contact with their main office.
- G. All vehicles shall be equipped with active GPS units.

12. CONTRACTOR CONTACT INFORMATION

- A. Contractor must maintain an office and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized which is capable of contacting the Contractor by telephone or radio.
- B. Contractor shall provide and maintain a viable email address throughout the term of the contract.
- C. Contractor shall provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives as needed.
- D. All Contractor personnel and vehicles shall have a cell phone. Phone numbers shall be provided to City prior to beginning of agreement. Anytime a phone number is changed, Contractor shall notify City immediately and provide new cell phone number.

13. SCHEDULES/SCHEDULING

- A. All scheduling of work and specification requirements will be dictated by the City's Maintenance Manager or his or her designee.
- B. Changes or variations in scheduling may be made by the Maintenance Manager or his or her designee as necessitated by City special events, recreation classes, etc. Contractor shall adapt operations to these changes.

GENERAL MAINTENANCE REQUIREMENTS

1. All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated herein, unless directed otherwise by the City's Maintenance Manager or his or her designee. The City shall have the right to determine schedule days and the extent and frequency or additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper servicing of the listed facilities.
2. All operations shall be conducted so as to provide maximum safety for all persons, and minimize disruption of the public use of the facilities.
3. Contractor shall notify the City immediately of any unusual and hazardous condition in the contract areas, including any item that creates a hazard or prevents the public's use of the facilities.

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EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

Provide enforcement patrol of the City's Neighborhood Pride Program (NPP) zones every 2nd and 4th Wednesday and Thursday, from 9:00 AM to 1:00 PM.

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

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

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

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

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

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

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

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

(B) Automobile Liability:

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

(C) Workers' Compensation:

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

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

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in

compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

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

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

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

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

EXHIBIT "D"

PERFORMANCE AND PAYMENT BONDS

(NOT APPLICABLE)

DRAFT

EXHIBIT "E"
COMPENSATION

PRICE S H E E T

COST OF SERVICE

Thank you for providing ACS with the opportunity to submit our proposal for your security services. After our discussions, we believe Access Control Security has a thorough understanding of the work to be accomplished and is committed to providing the highest level of quality service.

Description	Hourly Rate	Holiday & O.T. Rate
<p>Unarmed Guard</p> <p><i>-(4) guards</i></p> <p><i>-Street sweeping</i></p> <p><i>-a total of 32 hours of service per month</i></p>	<p>\$38.00 per hour. This also includes our GPS / SilverTrac Dentex system which shows the Security Officer's arrival and departure times.</p> <p>Estimated Cost</p> <p>\$38.00 x 32 hours = \$1,216/guard \$1,216.00 x 4 guards = \$4,864/month</p> <p>Marked Vehicle Patrol: \$3.00 per hour for each marked vehicle.</p>	<p>\$57.00 per hour if the guard works on any of the 7 holidays that are listed below or exceeds (8) working hours.</p> <p><i>* No overtime charges since this is above 12 hrs.</i></p>

Holiday Rates will apply on each of the following:

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

Overtime rates apply when:

A specific security officer is requested to work in excess of more than 40 hours per week, or 8 hours per day, or when extra coverage is requested by the client with less than 24 hours' notice to Access Control Security Services.

Note: All overtime approved by an authorized representative of your company before it can be applied.

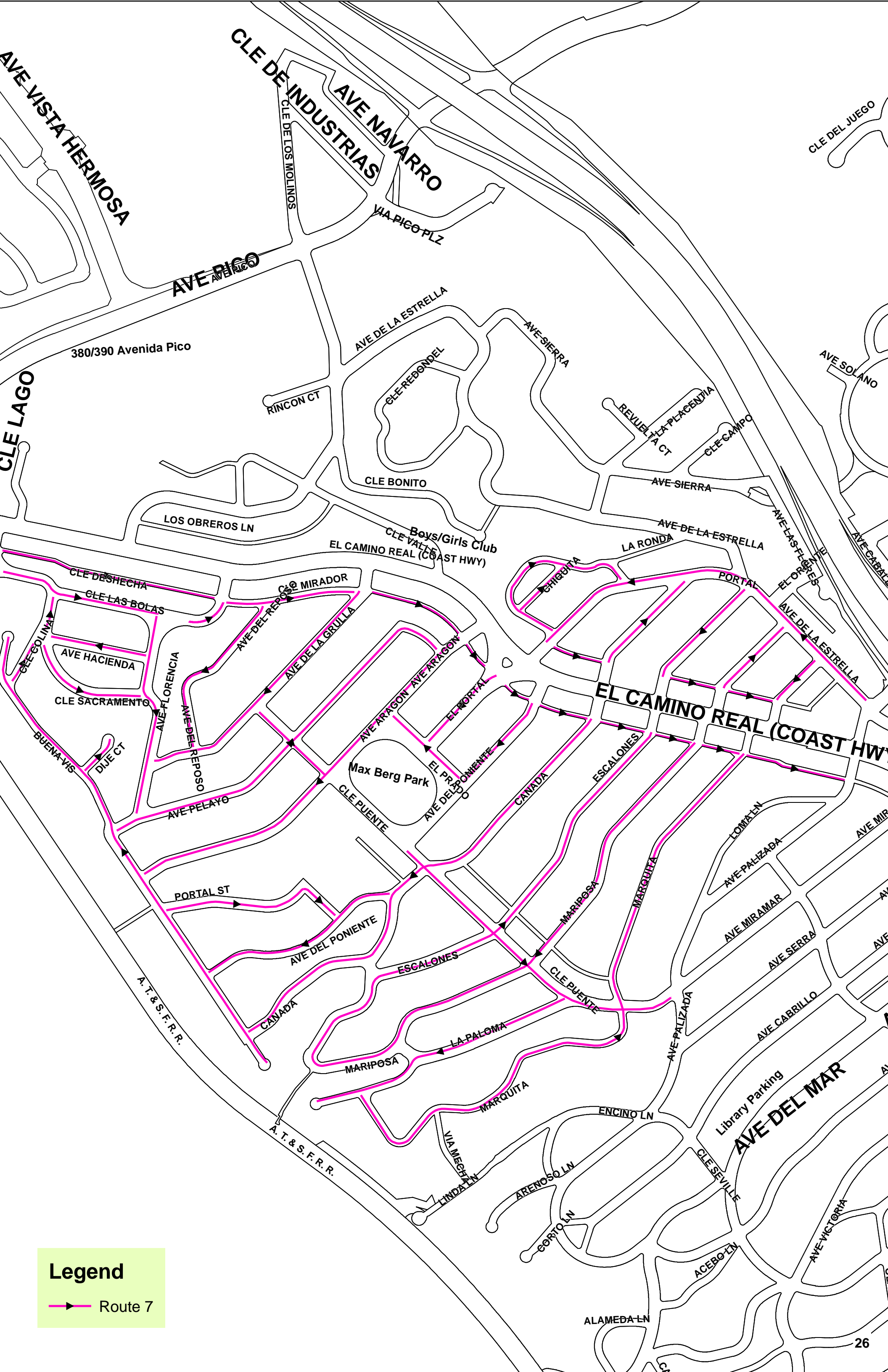
Note: All overtime must be approved by an authorized representative of your company

Billing

The security officers' work week runs from Monday through Sunday. Invoices are submitted on a semi-monthly or monthly basis, and are payable upon receipt unless other arrangements have been made prior to the contract start date.

EXHIBIT "F"
MAPS

DRAFT



Legend
 → Route 7



Legend

→ Route 8



EL CAMINO REAL (COAST HWY)

AVE DEL MAR

AVE DEL MAR

AVE VICTORIA

Legend
→ Route 15



Legend

→ Route 16

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDING A MAINTENANCE SERVICES AGREEMENT TO ACCESS CONTROL SECURITY, INC. TO PROVIDE PARKING ENFORCEMENT SERVICES DURING STREET SWEEPING OPERATIONS AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 (EXISTING FACILITIES, 14 CCR SECTION 15301) OF THE STATE CEQA GUIDELINES

WHEREAS, the City wishes to conduct parking enforcement during street sweeping operations; and

WHEREAS, the City has been without this service since January, 2022 when the previous contract ended; and

WHEREAS, since that time, staff advertised request for proposals (RFP) on Planet Bids for a Maintenance Services Agreement to conduct parking enforcement during street sweeping operations and in the San Clemente Times on four separate occasions and none were received in December 2021, April 2022 or November 2022; and

WHEREAS, two proposals were received in response to the RFP in January 2023 and the lowest responsible bidder was Access Control Security, Inc. (ACS) with an annual cost of \$60,672 for a three-year total of \$182,016.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct.

SECTION 2. That the project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities, 14 CCR section 15301) of the State CEQA Guidelines.

SECTION 3. That the Maintenance Services Agreement for Parking Enforcement during street sweeping operations is awarded to Access Control Security, Inc.

SECTION 4. That the City Manager is authorized to execute a Maintenance

Services Agreement for Parking Enforcement during street sweeping operations with Access Control Security, Inc. in an amount not to exceed \$182,016 for a three-year contract term with the option of two one-year extensions for a potential total agreement term of five years in a form substantially similar to the agreement attached to this resolution as Exhibit A and incorporated fully herein by this reference.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of May, 2023.

Mayor of the City of
San Clemente, California

ATTEST:

CITY CLERK of the City of
San Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. _____ was adopted at a regular meeting of the City Council of the City of San Clemente held on _____ day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney