

**AGENDA**  
**SPECIAL MEETING OF THE EXECUTIVE COMMITTEE**  
**TUESDAY NOVEMBER 29, 2022 AT 2:30 P.M.**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**CONDUCTED VIA TELECONFERENCE**

PLEASE NOTE: PURSUANT TO GOVERNOR NEWSOM’S EXECUTIVE ORDER NOS. N-25-20 AND N-29-20, MEMBERS OF THE EXECUTIVE COMMITTEE AND STAFF WILL PARTICIPATE IN THIS MEETING VIA A TELECONFERENCE. IN THE INTEREST OF MAINTAINING APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES THE PUBLIC TO PARTICIPATE AND TO PROVIDE COMMENTS ON AGENDA ITEMS BY JOINING:

**Link:** <https://us02web.zoom.us/j/88058916556?pwd=SUtwV29icStxUXhEUUnNkU3pOZ1d5Zz09>

**Meeting ID:** [871 1587 7514](#)

**Access Code:** [393077](#)

A. **CALL TO ORDER**

B. **ROLL CALL**

C. **PUBLIC DISCUSSION**

In the interest of maintaining appropriate social distancing, members of the Executive Committee and staff will participate in this meeting via teleconference. The Authority encourages the public to participate by using one of the following options for public comments:

Email your public comment to [cmanley@rcc911.org](mailto:cmanley@rcc911.org) by 7:30 AM, the day of the meeting to have your comment available to the Executive Committee and the public.

Call (310) 973-1802 ext.100 and leave a message by 7:30 AM, the day of the meeting.

All of your comments provided by the deadlines above will be available to the Executive Committee and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting by using the link above and using the “raise hand” button or entering \*9 on the phone’s dial pad if you would like to make a comment.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Purchase and Install Agreement with Xcel Mechanical Systems for Carrier Chiller Unit in the Amount of \$136,000

**APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AUTHORITY**

2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings  
**MAKE FINDINGS PURSUANT TO AB 361**

E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

F. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code section 54957(b)(1)  
Title: Executive Director
2. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code section 54957.6

Agency Representative: Jennifer Petrusis  
Unrepresented Employee: Executive Director

G. **ADJOURNMENT**

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Posting Date/Time: November 21, 2022 @ 5:00 P.M.

Signature:



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M. Ross Klun, Executive Director

D-1



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** November 29, 2022

**ITEM NUMBER:** D-1

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** PURCHASE AND INSTALL AGREEMENT BETWEEN SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND XCEL MECHANICAL SYSTEMS

**ATTACHMENT:** 1. Purchase and Install Agreement with Xcel Mechanical Systems

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute the attached Purchase and Install Agreement with Xcel Mechanical Systems (Xcel) on behalf of the Authority in the total amount of \$136,000.00.

### **BACKGROUND**

The Authority needs to replace the chiller unit of the Heating, Ventilation, and Air Conditioning (HVAC) system at its headquarters facility. The chiller has reached the end of its useful life. Furthermore, the metal fins of the chiller's evaporator coil have undergone substantial corrosion from the environment and are steadily deteriorating. The evaporator coil's degradation decreases the chiller's effectiveness. As a result, the HVAC system has had difficulty maintaining cool building temperatures during exceptionally hot weather. Without replacement of the chiller, the HVAC system's performance and its ability to keep the building cooled properly, even during moderately hot weather, will continue to decline.

### **DISCUSSION**

The Authority consulted with Greg Stevens, the principal engineer at GSE Solutions, to explore various options for replacing the chiller unit. After careful evaluation, it has been determined that the most cost-effective and feasible solution for the Authority is to

remove and replace the existing Carrier chiller unit with another Carrier unit of the same specifications. Other options for replacement of the chiller unit were found to be at much higher costs. The location of the existing chiller unit has size limitations, restrictions with electrical and plumbing fittings, and clearance requirements from surrounding equipment. Extensive construction and electrical and plumbing work would be necessary to accommodate other units and at a much greater cost.

The Authority solicited quotes from seven HVAC contractors for the purchase and installation of a replacement Carrier chiller. Xcel was the only contractor to provide a quote and it is in line with current industry standards. In addition, the Authority has a professional services agreement with Xcel for service and maintenance of our HVAC system and they have detailed knowledge of it. The Authority has prepared a purchase and install agreement with Xcel for the replacement of the Carrier chiller. Xcel has pointed out that Carrier will be increasing the cost of the chiller unit an additional \$9,500 for all orders placed on or after December 5, 2022. Ordering the Carrier unit prior to that date will afford the Authority a substantial cost savings.

### **FISCAL IMPACT**

Funds for this purchase are available in the adopted Fiscal Year 2022-2023 budget for capital outlay.

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Attachment 1

**PURCHASE AND INSTALLATION AGREEMENT  
FOR AIR-COOLED CHILLER**

THIS PURCHASE AND INSTALLATION AGREEMENT ("Agreement") is made and entered into as of November \_\_, 2022 ("Effective Date") by and between the South Bay Regional Public Communications Authority, a California joint powers authority ("Authority"), and Xcel Mechanical Systems, Inc., a \_\_\_\_\_ corporation ("Contractor"). Authority and Contractor are sometimes individually referred to herein as "Party," and collectively as "Parties".

**RECITALS**

- A. Authority desires to engage Contractor to provide and install the following: seventy (70) ton air-cooled chiller, as more fully described herein ("Project").
- B. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the Authority for the Project, is familiar with all conditions relevant to the performance of services and is committed to perform all work as required by this Agreement.
- C. Contractor represents that Contractor is fully qualified, possesses all required licenses and certifications, and has the experience necessary, to perform the work necessary to complete the Project. Authority selected Contractor for this Project in substantial reliance on such representations by the Contractor.
- D. Authority and Contractor enter this Agreement in order to set forth terms and conditions governing each party's performance of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein contained, the Parties agree as follows:

1. Scope of Work.

1.1 In consideration of the payment of the purchase price and subject to all the terms and conditions herein, Contractor shall provide all tangible items and products, and perform all services, described in "SBRPCA Chiller Specs", "SBRPCA Chiller Schedule", and Contractor's November 2, 2022 proposal ("Products" and "Services", respectively), all of which are attached hereto and collectively marked as Exhibit "A", "Scope of Services and Fee Schedule". The terms of this Agreement and the SBRPCA documents referenced above, shall govern over any inconsistent or conflicting provisions in Contractor's proposal. Contractor covenants that: (i) it will perform all Services in a manner commensurate with all applicable, professional standards and degree of skill and care; and (ii) all Products will be new and of the highest quality available.

1.2 Contractor shall perform all work set forth in Exhibit A, and shall provide and furnish all the labor, materials, necessary tools, equipment and all utility and transportation services necessary to complete the Project as required herein.

1.3 The Products shall be delivered to the location designated in writing by the Authority. Title to and the risk of loss, damage, and destruction of the Products shall remain with the Contractor until inspection and acceptance of the Products by the Authority. Such inspection may include reasonable tests and use of the Products by the Authority. Authority may, at its option, (i) reject any or all of the Products found to be defective or otherwise not in compliance with the requirements of this Agreement; or, (ii) accept substitute Product(s) satisfactory to the Authority. Contractor shall be responsible for any and all costs of transportation and replacement of any rejected Products.

1.4 If required by the Authority prior to commencing work, and if the total Contract amount exceeds \$25,000, then Contractor shall provide a payment bond in an amount equal to 100% of the Contract price. If required by the Authority prior to commencing work, Contractor shall provide a performance bond in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. The performance bond, if required, shall remain in force until written acceptance of the Work and the end of the warranty period set forth herein.

2. Time of Performance. Time is of the essence in the performance of the Services and Contractor shall complete the Project installation, implementation and acceptance testing within the times set forth in Exhibit A. The failure by Contractor to meet this schedule may result in termination of this Agreement by Authority.

3. Term. Unless earlier terminated in accordance with Section 16 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the Services.

4. Compensation.

4.1 Authority shall pay Contractor for the Services on a fixed fee, not-to-exceed basis, in accordance with the provisions of this Section and Contractor's proposal contained in Exhibit A. Contractor's total and complete compensation for all Services satisfactorily performed and Products properly provided, shall not exceed one hundred thirty six thousand dollars (\$136,000.00), unless otherwise agreed upon in writing, which includes Contractor's base proposal amount of \$115,000, \$10,000 for anti-corrosion outdoor coil coating, and \$11,000 for not less than seven (7) day, 70 ton temporary chiller rental.

4.2 Unless the Services will take more than thirty (30) days to complete, Contractor shall submit it invoice to Authority describing the Services performed and/or the specific task in the Scope of Services to which it relates, and the date the Services were performed. Authority shall pay Contractor no later than thirty (30) calendar days after Authority approval of the invoice and receipt of unconditional releases (or other proof of full payment by Contractor) from all subcontractors and suppliers.



4.3 Authority shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit A to this Agreement or specifically approved in writing in advance by Authority.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of Authority. As used herein, "Extra Work" means any work that is determined by Authority to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary when this Agreement was executed. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit A, or otherwise as agreed upon in writing.

4.5 Unless otherwise agreed upon in writing, Contractor shall provide Authority with a minimum fourteen (14) days' notice of its date(s) of installation to enable the Authority to ready the installation site(s) for installation the Products in accordance with the instructions of Contractor, if any. The Authority shall complete any required site preparation prior to the date installation of the Products begins.

5. Project Manager. Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to Authority at all reasonable times during the term of the Agreement. Contractor has designated Michael Mine to be its Project Manager. Contractor shall not remove or reassign the Project Manager without the prior written consent of Authority. Authority's approval shall not be unreasonably withheld.

6. Administration. This Agreement will be administered by the Authority's Executive Director or designee, who shall be the Project Administrator and shall have the authority to act for Authority under this Agreement.

7. Type and Installation of Materials/Standard of Care.

7.1 Contractor shall use only the only materials and Products described in Exhibit A in performing the Services. Any deviation from the materials or Products described in Exhibit A shall not be permitted unless approved in advance in writing by the Project Administrator.

7.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with industry-wide professional standards. All Services shall be performed by qualified and experienced personnel.

7.3 At all times during the term of this Agreement, Contractor shall possess a valid and current Class C36 and Class C20 California Contractor's License to perform the Work. Contractor hereby certifies that it holds the required license(s), License No. 758606.

8. Indemnification.

8.1 To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom Contractor shall bear legal liability) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

For liabilities arising out of "design professional services", and in accordance with Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor, exceed Contractor's proportionate percentage of fault.

8.2 Contractor shall perform all Project work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall perform work as specified in Exhibit A to limit impacts to traffic during the installation period. Contractor shall be liable for any private or public property damaged during the performance of the Project work.

8.3 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

9. Independent Contractor. Authority has retained Contractor as an independent contractor and neither Contractor nor its employees, nor any of its subcontractors, are to be considered employees of the Authority. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service statutes or other right of employment shall accrue to Contractor or its employees.

10. Cooperation. Contractor agrees to work closely and cooperate fully with Authority's Project Administrator and any other agencies that may have jurisdiction or interest in the work to be performed. Authority agrees to cooperate with the Contractor on the Project.

11. Insurance. Without limiting Contractor's indemnification of Authority, and prior to commencement of work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit B, and incorporated herein by reference.

12. Labor Code Compliance.

12.1 This Contract calls for work to be performed constituting public works under the California Labor Code. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the California Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)] If the Contract price exceeds \$25,000, Contractor shall be registered with DIR. Unless exempt, Contractor's DIR Registration number is 1000008934.

12.2 Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Authority, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.3 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the requirements of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure

to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13. Subcontracting and Assignment. The subcontractors authorized by Authority, if any, to perform work on this Project are identified in Exhibit A. Contractor shall be fully responsible to Authority for all acts and omissions of any subcontractor. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of Authority.

14. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract wherein Contractor is or may likely become "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by Authority on any matter in connection with which Contractor has been retained pursuant to this Contract.

15. Notices. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to Authority by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to Authority shall be addressed as follows:

To the Authority:

South Bay Regional Public Communications Authority  
4440 W. Broadway  
Hawthorne, CA 90250  
Attention: Ross Klun

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

16. Termination

16.1 Termination With Cause. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days after service of written notice of default, specifying the nature of such default and the steps necessary to cure such default,

the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof. In the event that the default cannot be cured within seven (7) days, no such failure will be deemed to exist if the defaulting party has given the non-defaulting party adequate assurance in writing of due performance and commenced to cure such default within such period, such cure efforts are prosecuted to completion with reasonable diligence, and in any event are completed with thirty (30) days.

16.2 Termination Without Cause. Notwithstanding the above provisions, Authority shall have the right, at its sole discretion and without cause, to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to Contractor. In the event of termination under this Section, Authority shall pay Contractor for Services satisfactorily performed and costs incurred in the performance of such Services up to the effective date of termination for which Contractor has not previously been paid. In the event of termination under this Section, Authority shall also pay Contractor for all Products, associated materials, and hardware delivered to Authority site under this Agreement that Authority deems usable.

17. Contractor's Knowledge of Conditions. By executing this Agreement, Contractor warrants that Contractor has visited or has been provided the opportunity to visit the Project site(s), has become familiar with the local conditions under which the work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scope of Services.

18. Warranty. For all Products provided to the Authority as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the Products and the right to transfer ownership of the Products to the Authority; the product shall be delivered to the Authority free from any security interest or other lien; the Products meet all specifications contained herein and are fit for their intended purpose(s); and, the Products and the Services shall be free from material defects in materials and workmanship under normal use for a period of not less than 1-year parts/labor from the date of acceptance of the work by the Authority. The foregoing warranty is in addition to any and all manufacturers' warranties which shall be conveyed in full to the Authority. All warranties applicable to the equipment and materials purchased by Authority pursuant to this Agreement shall be as specified in Exhibit A.

19. Representations. Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

20. Force Majeure. Neither party shall be responsible for delays in performance caused by unforeseeable events beyond the control and without the fault or negligence

of the parties, including but not limited to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, and/or freight embargoes. Contractor's lack of funding for any reason shall not be a force majeure. If Contractor claims force majeure, Authority shall ascertain the facts and extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Authority such delay is justified. In no event shall Contractor be entitled to recover damages against Authority for any delay in performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

## 21. Miscellaneous Provisions.

21.1 Recitals. Authority and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

21.2 Compliance with all Laws. Contractor shall at its sole cost and expense comply with all applicable statutes, ordinances, codes, and regulations throughout the term of this Agreement.

21.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

21.4 Integrated Contract. This Agreement, together with all Exhibits and attachments, each of which are incorporated by reference herein, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

21.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and Contractor's proposal, the terms of this Agreement and all other attachments shall govern.

21.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

21.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and Authority and approved as to form by the Authority Attorney.

21.8 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.

21.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.

21.10 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, age or any other impermissible basis under law.

21.11 Attorneys' Fees. In any litigation or other proceeding by which a party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that party may be entitled.

21.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written above.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: \_\_\_\_\_

Name: M. Ross Klun \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[If contractor is a corporation, two corporate signatures are required.]

Attachments: **Exhibit A** - Scope of Services and Fee Schedule;  
**Exhibit B** - Insurance Requirements



**EXHIBIT A**  
**SCOPE OF SERVICES AND**  
**FEE SCHEDULE**

**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY  
CHILLER REPLACEMENT**

AIR-COOLED CHILLER UNIT

PART 1 GENERAL

1.01 REFERENCES

- A. ANSI/ASHRAE Standard 15 - Safety Code for Mechanical Refrigeration
- B. ANSI/NFPA Standard 70 - National Electrical Code (N.E.C.).
- C. UL 1995 - Heating and Cooling Equipment.
- D. ASHRAE Guideline 3 - Reducing Emission of Halogenated Refrigerants in Refrigeration and Air-Conditioning Equipment and Systems.
- E. AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI) - Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program.
- F. ANSI/ASHRAE/IESNA 90.1-1999 - Energy Standard for New Buildings Except Low-Rise Residential Buildings.
- G. California Administrative Code - Title 24 Establishes the minimum efficiency requirements for HVAC equipment installed in buildings in the State of California.

1.02 SUBMITTALS

- A. Submit drawings indicating components, dimensions, weights and loadings, required clearances and location and size of field connections.
- B. Submit product data indicating rated capacities, weights, accessories, service clearances and electrical requirements.
- C. Submit data, cut sheets and calculations for seismic restraints, signed and sealed by a California

registered Structural Engineer.

- D. Submit manufacturer's installation instructions.
- E. Submittals data and shop drawings for each piece of equipment are due within two weeks after the award of contract.

#### 1.03 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data.
- B. Include manufacturer's descriptive literature, start-up and operating instructions, installation instructions and maintenance procedures.
- C. Operation and maintenance data for each piece of equipment and system are due within two weeks after the award of contract.

#### 1.04 HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading and transporting chiller.
- B. Protect units from physical damage. Leave factory shipping covers in place until installation.

#### 1.05 WARRANTY

- A. Provide a full parts warranty for one year from start-up or 18 months from shipment, whichever occurs first (ALL EQUIPMENT).

#### 1.06 REGULATORY REQUIREMENTS

- A. Unit shall conform to cULus for construction of chiller and shall have cULus label affixed to chiller.
  - 1. In the event the unit is not cULus approved, the manufacturer shall, at his expense, provide for a field inspection by a cULus representative to verify conformance to cULus standards. If necessary, contractor shall perform required modifications to the unit to comply with cULus,

as directed by the cULus representative, at no additional expense to the Owner.

1.07 SUMMARY

- A. The contractor shall demolish, remove and dispose of existing chiller. The contractor shall furnish and install chiller as shown and as scheduled on the contract documents. The chiller shall be installed in accordance with this specification and perform at the conditions specified and scheduled.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. GENERAL

- 1. Chiller shall be Carrier series as scheduled and specified, or equivalent.
- 2. Manufacturer of chiller shall have had a minimum of five years successful experience in the manufacture and service support of the rooftop packages specified herein. Manufacturers with less than five years experience in the production of chillers of the sizes and types specified shall not be acceptable.

2.02 GENERAL UNIT DESCRIPTION

- A. Unit furnished and installed shall be an air-cooled chiller as specified on the contract documents and within these specifications. Cooling capacity rating shall be based upon AHRI Standard 551/591. Unit shall consist of weathertight casing with compressors, air cooled condenser coil, condenser fans and unit controls.
- B. Unit shall be single piece construction as manufactured at the factory. Chiller shall be constructed for installation on existing concrete housekeeping pad.
- C. Unit shall be factory run tested to include the operation of all fans, compressors, heat exchangers,

and control sequences.

- D. Unit shall have labels, decals, and/or tags to aid in the service of the unit and indicate caution areas.

#### 2.03 UNIT CASING

- A. Cabinet: Galvanized steel, phosphatized and finished with an air-dry paint coating durable enough to withstand a minimum of 672 consecutive-hour salt spray application in accordance with standard ASTM B 117. Structural members shall be heavy gauge with access doors and removable panels of heavy gauge steel.

#### 2.04 ELECTRICAL POWER CONNECTIONS

- A. Provide Phase and Voltage Monitor. Shall protect 3-phase equipment from phase loss, phase reversal and low voltage. Any fault condition will produce a Failure Indicator LED and send the unit into an emergency stop condition. cULus approved.

#### 2.05 AIR-COOLED CONDENSER SECTION

- A. Provide heavy duty factory installed copper/copper condenser coil. All coils shall be leak tested at the factory to ensure pressure integrity.
- B. Provide condenser coil protection against corrosive environments.
- C. Provide vertical discharge, direct drive fans with steel blades and three phase motors. Fans shall be statically and dynamically balanced for vibration-free operation. Fans shall be driven by Totally Enclosed Air-Over, squirrel-cage type, current protected motors. Motors shall be permanently lubricated, with built-in current and thermal overload protection and weathertight slinger over motor bearings.

#### 2.06 EVAPORATOR COIL SECTION

- A. Evaporator coil shall be compact, high efficiency Braze Plate Heat Exchanger (BPHE) constructed with

316L stainless steel corrugated channel plates with a filler material between each plate.

- B. Provide with water inlet and outlet connections grooved for compatibility with field supplied ANSI/AWWA C-606 couplings.
- C. Provide with 40 mesh wye-strainer to offer protection at the evaporator inlet, particularly at system start-up when construction debris may be present in the piping system.
- D. Provide with a thermostat-controlled heater that offers freeze protection for the evaporator down to -20°F (-29°C) ambient. Evaporator shall be covered with 3/4 in. flexible, closed-cell, foam insulation (K=0.25).
- E. Provide with factory-wired flow switch installed in a pipe section at the outlet of the evaporator.

## 2.07 REFRIGERATION SYSTEM

- A. Compressor: shall be industrial grade, energy efficient direct drive 3600 RPM maximum speed scroll type. Compressor shall be suction gas cooled, hermetic scroll. Compressor shall have centrifugal oil pump with dirt separator, oil sight glass and oil charging valve.
- B. Provide with thermostatic motor winding temperature control to protect against excessive motor temperatures resulting from over-/under-voltage or loss of charge. Provide high and low pressure cutouts and reset relay.
- C. Provide factory-installed compressor lockout thermostat to prevent compressor operation at low ambient conditions.
- D. Provide coil frost protection compressor unloading based on refrigerant circuit suction temperature to prevent coil frosting with minimum energy usage.
- E. Compressors shall be mounted on a common base assembly with spring isolators.

## 2.08 DDC MICROPROCESSOR CONTROLS

- A. General - Unit shall be provided with a factory-installed, programmed and run-tested, stand-alone, microprocessor control system. This system shall consist of temperature and pressure (thermistor and transducer) sensors, printed circuit boards and a unit-mounted Human Interface Panel. The microprocessor shall be equipped with on-board diagnostics to indicate that all hardware, software and all interconnected wiring and sensors are in proper operating condition. The operating program shall be stored in non-volatile memory (EPROM), so power failures and battery discharge will not require reprogramming the chiller. Programmed setpoints shall be retained in lithium battery-backed RTC memory for five years minimum.
- B. Anti-recycle Protection - shall be provided to prevent excessive cycling, and premature wear, of the compressors, contactors and related components.
- C. Control system shall include native BACnet MS/TP, Modbus, and N2 communications, with LON protocol served through an optional E-Link communications card.
- D. Provide with unit alarm contacts, and contacts for remote chilled liquid temperature reset and two steps of demand load limiting are also standard, for projects without BAS or for redundancy.

## 2.09 EXISTING HOUSEKEEPING PAD

- A. Chiller shall be secured to existing concrete housekeeping pad with drilled-in anchors as prescribed by a California licensed structural engineer.
- B. This contractor shall verify the existing chiller house keeping pad is sufficient for installation of new chiller. In case the existing pad needs expansion the contractor shall retain the services of a California licensed structural engineer to provide the necessary details of pad expansion and anchoring chiller.

- C. The contractor shall include the cost of retaining the services of a California Licensed Structural engineer as required on his bid without extra cost to the project.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. Dismantle and remove existing chiller. Leave existing housekeeping pad intact.
- B. Disconnect electrical power and control wiring from existing chiller, save disconnect switches intact for connection to new chiller. Verify new chiller's power requirement and replace undersized disconnect switches as required to meet the new unit's maximum circuit ampacity.
- C. Disconnect evaporator drain line from existing chiller, save for reconnection to new chiller.
- D. Take extreme caution not to damage existing concrete housekeeping pad and/or other equipment. Repair and replace damage components to their original conditions and integrity.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions.
- B. Secure chiller to existing concrete housekeeping pad with drilled-in anchors.
- C. Connect electrical, controls wiring and evaporator drain line to new chiller.
- D. Dismantling and removal of existing chiller shall preclude any damage to existing, surrounding equipment. Any damage shall be responsibility of the contractor and shall be fixed to original condition without additional expense to the project.
- E. Schedule work in coordination with the South Bay Regional Public Communications Authority (Owner) to



avoid disruption of service to the existing building occupants. Schedule work in advance of two weeks prior to starting work.

- F. To prevent disruption to building operations while the new chiller is being installed, the contractor shall furnish rental of a temporary HVAC unit and labor to install and remove.

### 3.03 CONTRACTOR'S FIELD SERVICES

- A. The contractor shall maintain service capabilities no more than 50 miles from the jobsite.
- B. The contractor shall furnish complete submittal wiring diagrams of the new chiller as applicable for field maintenance and service.
- C. The contractor shall provide start up and commissioning of systems after completion of work, and immediately resolve all issues related to the satisfactory operation of the new chiller.

## PART 4 SEQUENCE OF OPERATIONS

### 4.01 CHILLER

- A. The control panel shall include, as standard, a scrolling marquee display capable of indicating the safety lockout condition by displaying a code for which an explanation may be scrolled at the display with time and date stamp.
- B. Information included for display shall be:
  - 1) Compressor lockout.
  - 2) Loss of charge.
  - 3) Low fluid flow.
  - 4) Cooler coil freeze protection.
  - 5) Cooler set point.
  - 6) Chilled water reset parameters.

- 7) Thermistor and transducer malfunction.
- 8) Entering and leaving-fluid temperature.
- 9) Evaporator and condenser pressure.
- 10) System refrigerant temperatures.
- 11) Chiller run hours.
- 12) Compressor run hours.
- 13) Compressor number of starts.

Time of day:

- a) Display module, in conjunction with the microprocessor, must also be capable of displaying the output (results) of a service test. Service test shall verify operation of every switch, thermistor, fan, and compressor before chiller is started.
- b) Diagnostics shall include the ability to review a list of the 30 most recent alarms with clear language descriptions of the alarm event. Display of alarm codes without the ability for clear language descriptions shall be prohibited.
- c) An alarm history buffer shall allow the user to store no less than 30 alarm events with clear language descriptions, time and date stamp event entry.
- d) The chiller controller shall include multiple connection ports for communicating with the local equipment network, the Carrier Comfort Network® (CCN) system and access to chiller control functions from any point on the chiller.
- e) The control system shall allow software upgrade without the need for new hardware modules.

14) Crankcase heater failure.

C. The BAS shall perform the following chiller control strategies, provide the points listed on the point list and provide the specified monitoring and diagnostics.

1. Chilled liquid temperature reset.

2. Two steps of demand load limiting.

END OF SECTION

SBRPCA Chiller Schedule 9.29.22\_Carrier

ITEM NO.	MANUFACTURER AND MODEL NO.	REFRIGERANT TYPE	TYPE	NUMBER OF COMPRESSORS	NOMINAL TONS CAPACITY	EWT (°F)	LWT (°F)	DESIGN FLOW RATE (USGPM)	EER (Btu/W-hr)	IPLV (Btu/W-hr)	ELECTRICAL DATA		UNIT OPERATING WEIGHT LBS
											V/Ø/HZ	UNIT MCA	
CH-1	Carrier 30RBX08060-H6L-3	R410A	SCROLL-HERMETIC	4	76.0	54	44	181.7	9.761	14.29	460/60/3	160.6	4817

CHILLER SHALL BE PROVIDED WITH ALL ACCESSORIES NECESSARY FOR PROPER INSTALLATION AND OPERATION SATISFACTORY TO CITY OF HAWTHORNE ENGINEERING DEPARTMENT.

**November 2, 2022**

**South Bay Regional Public Communications Authority  
4440 W. Broadway  
Hawthorne, CA 90250**

Attn: **Lopez, David <dlopez@rcc911.org>**

Project: **SVC202-078 – Equipment Replacement Options**

Equipment: **Carrier 70-Ton Chiller M/30RBD07060-02—L, S/0413Q78453 (2013)**

*Xcel Mechanical Systems is pleased to submit our proposal for the following work:*

**Clarifications:**

1. Access to equipment available during regular business hours
2. Individual units can be shut down for the period of work if required.
3. Please allow 1-2 days to complete the quoted work – the system will be completely shut off and/or partially operational during the course of the repairs. Temporary cooling options are available.
4. The replacement chiller carries a 20-week lead time from the factory – please allow for 1-2 weeks ground shipment once the equipment is ready to ship. Anti-corrosion coating typically takes 2-3 weeks. **Please allow 20-30 weeks to schedule once the work is approved.**
5. Due to age (9-years), equipment run-time and overall condition, repairs may not be cost effective and replacement should be considered.
6. The new chiller will come with Xcel's 1-year parts/labor warranty from the date of start up along with the manufacturer's limited 5-year compressor warranty.

**Inclusions:**

1. Shut off water via existing isolation valves.
2. Disconnect existing water lines/electrical.
3. Remove and dispose of existing equipment.
4. Install new 80 TON Carrier chiller in same location as the existing.
5. Reconnect chilled water lines and electrical.
6. Start up and test equipment operation.

**Exclusions:**

1. Equipment cabinet or sheet metal repairs due to weather, age or corrosion
2. Existing code deficiencies
3. Equipment repairs or parts other than noted above
4. Delays caused by inability to get required replacement parts
5. Loss of income or use due to breakdown or inability to make repairs



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- 6. Air distribution modifications, repairs or replacement
- 7. Overtime hours
- 8. Isolation valve replacement – if the existing valves do not hold they will require replacement. Water shutdown/valve replacement to be quoted as/if needed and will not be included in the costs below.

**Base Bid ..... \$115,000.00.**  
**Budget an additional \$10,000.00 for anti-corrosion outdoor coil coating.**  
**Add - 1-Week 70-Ton Temporary Chiller Rental ..... \$11,000.00.**

**\*Cost is valid for 30 days only.**

**\*A substantial price increase will take effect on 12/5/22- an additional \$9,500.00 should be budgeted if chiller replacement is approved and the chiller is ordered after 12/4/22.**

***Additional Services beyond the scope of work listed above are available upon request. Services to be billed via time and material. Technician standard time rates: \$150 per hour. Please contact Michael Mine to schedule as desired at (310) 650-9174 or mmine@xcelmech.com.***

***This proposal is valid for a period of 30 days from the date above and is automatically rescinded thereafter. If you have any questions concerning this bid, please feel free to contact me.***

Thank you,

*Michael Mine*

Michael Mine  
Service Division Coordinator

**Work Authorized By:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Contractor's indemnification of Authority, and prior to commencement of Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.
3. Coverage Requirements.
  - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.
  - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$2,000,000) per occurrence, two million dollars (\$3,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
  - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$2,000,000) combined single limit for each accident.

- D. Professional Liability Insurance. If required by the Authority due to the nature of the Services, the Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in such form and with insurance companies acceptable to the Authority, and with limits not less than \$1,000,000 per claim and aggregate (errors and omissions). This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Contractor in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The retroactive date (if any) such each policy is to be no later than the Effective Date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. Excepting professional liability insurance, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- B. Additional Insured Status. Commercial general and auto liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, agents, and volunteers shall be named as additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- C. Primary and Non Contributory. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. Notice of Cancellation. Contractor agrees to require its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of



cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - B. Authority's Right to Revise Requirements. Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor advance written notice of such change. If such change results in substantial additional cost to Contractor, the Authority and Contractor may renegotiate Contractor's compensation.
  - C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Authority will be submitted to Authority for review. Failure of Authority to request copies of such agreements will not impose any liability on Authority, or its employees.
  - D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on Authority nor does it waive any rights hereunder.
  - E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
  - F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-

insured retentions be eliminated, lowered, or replaced by acceptable security. Self-insurance will not be considered to comply with these requirements unless approved by Authority.

- G. Authority Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then Authority shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by Authority shall, at Authority's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Authority assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Authority.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

D-2



# Staff Report

South Bay Regional Public Communications Authority

**MEETING DATE:** November 29, 2022

**ITEM:** D-2

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** AB 361 FINDINGS FOR SPECIAL BROWN ACT  
REQUIREMENTS FOR TELECONFERENCE MEETINGS

## **SUMMARY:**

Staff has placed this item on the agenda to give the Executive Committee an opportunity to make findings specific in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **RECOMMENDATION:**

Staff recommends that the Executive Committee make the following findings so that meetings of the Executive Committee will be subject to the AB 361 special Brown Act requirements for teleconference meetings: 1) the Executive Committee has reconsidered the circumstances of the COVID-19 state of emergency; and 2) state and local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Government signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code section

54953(e)(3). Like the special rules in the Governor’s executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are public accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has “reconsidered” the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body’s members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

**FISCAL IMPACT**

None.