

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional environmental consulting services (“Agreement”) is made and entered in this 4th day of June, 2019 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and PlaceWorks, Inc., (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional environmental consulting services for the environmental analysis and environmental document preparation related to a proposed ballot measure to amend three voter-approved initiatives ‘Measure U,’ ‘Measure N,’ and ‘Proposition R’ for City (the “Services”).
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Brian Desatnik, Director, Development Services Department, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit “B,” entitled “Project Schedule,” which is attached hereto and incorporated herein by reference.

- 4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred thirty one thousand seventy two dollars (\$131,072). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C" entitled "Fee Schedule" attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant
Kara Kosel
PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Email: kkosel@placeworks.com
Telephone: (714) 966 - 9220

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant

shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

PLACEWORKS, INC.

By: 
Dwayne Mears, Principal

Attest:


Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

May 24, 2019



Brian Foote, AICP
 Planning Manager/City Planner
 City of Redlands
 Development Services Dept., Planning Division
 35 Cajon Street, Suite 20 | Mailing: P.O. Box 3005
 Redlands, CA. 92373

- Subject: Scope and Budget Supplemental EIR on the Proposed Ballot Initiative

Dear Mr. Foote:

Thank you for the opportunity to continue to be of service to the City of Redlands. This scope, budget, and timeline reflect the work we prepared earlier on the Initial Study/Notice of Preparation and the need for an efficient completion of tasks. We are committed to meeting the schedule and working with the City of Redlands on this important project.

PROJECT UNDERSTANDING

The proposed project would result in a ballot initiative to remove the building permit limitation and density cap currently placed on the Transit Village Planning Area (TVPA) by Measure U. No land use changes will result from the ballot initiative, and the provisions of the initiative will only be accessible with the adoption of a specific plan and accompanying environmental analysis.

APPROACH

This scope assumes that a supplement (SEIR) to the 2017 Certified City of Redlands General Plan Update and Climate Action Plan EIR (General Plan EIR) will be prepared, relying on the existing analysis to the maximum extent practicable. The proposed ballot initiative will affect the timing of future development but would not change any of the existing land use designations or circulation element provisions. As proposed, the provisions of the ballot initiative cannot be implemented without adoption of a specific plan and its associated CEQA document. The SEIR will rely upon this bright line in its analysis and will avoid speculating as to the location of later land uses, or characteristics of transportation associated with subsequent development.

The table below shows our assumptions on the contents of the SEIR. Issues with minimal change are those that might be impacted by the ballot initiative or might need to be refreshed with new information, but the conclusions would remain unchanged. As can be seen, we believe many of the EIR sections will remain adequate for the project with no substantive changes. This table is based on our current knowledge of the project and would be refined after the details of the project have been finalized.

Environmental Issue Disposition

ENVIRONMENTAL ISSUE	NO CHANGE	MINIMAL CHANGE
Air Quality		X
Biological Resources	X	
Cultural Resources		X
Energy		X
Geology and Soils	X	
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials	X	
Hydrology and Water Quality	X	
Land Use and Planning	X	
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services	X	
Recreation	X	
Transportation	X	
Tribal Cultural Resources		X
Utilities and Service Systems	X	
Wildfire	X	
Alternatives	X	
Cumulative		X

SCOPE OF WORK**Task 1 Notice of Preparation and Scoping Meeting**

The administrative draft of the Notice of Preparation will need to be amended to reflect the Council action anticipated on June 4th. PlaceWorks will make the modifications and submit the NOP to the City for final review and approval before circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit copies to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

A public scoping meeting should be held approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR analysis. This is also the appropriate time to initiate SB-18 and AB-52 tribal consultation. PlaceWorks will provide a PowerPoint and comment cards in support of the meeting and will attend to explain the CEQA process

and the scope of the SEIR. The format of the meeting is not set by CEQA and can range from an open house to a standard presentation. The format for the scoping meeting will be determined with the City as part of the kick-off meeting.

Task 2 Technical Appendices

Without a physical project to evaluate, the technical analysis will rely on assumptions and comparisons to the analysis in the General Plan EIR. The following technical memos will be included as appendices to the SEIR to support the discussion in the document. The memos will include a brief narrative explaining the rationale for model assumptions but will not be lengthy technical studies.

Transportation

PlaceWorks will rely on the City's transportation consultant EPD Solutions to provide basic trip generation information within the TVPA related to the ballot initiative. This information will be used to estimate relative changes in traffic within and around the TVPA, which will inform the subsequent air quality, greenhouse gas, and noise analysis. The assumptions used in the analysis will be drafted into a technical memorandum to accompany the SEIR. No additional traffic analysis is proposed as part of this scope.

Air Quality and Greenhouse Gas Emissions Analysis

PlaceWorks will evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project compared to what was previously analyzed in the 2017 Certified City of Redlands General Plan Update and Climate Action Plan EIR (Certified EIR). The analysis will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the SEIR. Overall, it is not anticipated that the proposed project would result in greater or new types of air quality impacts that what was identified in the General Plan EIR.

The air quality analysis will include a consistency evaluation of the project's regional emissions to the air quality management plan prepared by SCAQMD and provide qualitative assessments of potential CO hotspots and odor impacts. In addition, the GHG emissions impact analysis will evaluate project consistency with the statewide, regional, and local GHG emissions reduction strategies and plans such as the California Air Resources Board 2017 Scoping Plan, the Southern California Association of Governments' 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy, and the City of Redlands Action Plan. Overall, it is not anticipated that the proposed project would result in greater impacts regarding these areas than what was identified in the General Plan EIR.

Noise and Vibration

PlaceWorks will qualitatively evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project in relation to the analysis previously prepared for the General Plan EIR. The impact assessment will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards. The findings of the analyses will be provided in a noise and vibration section of the EIR.

Cultural Analysis

The scope assumes that PlaceWorks can include the results of the SB-18 and AB-52 tribal consultation process initiated by the City without the need for additional study. A summary of all materials received during the consultation process will be provided as an attachment to the SEIR.

Task 3 Administrative Draft SEIR

Preparation of the SEIR will follow the CEQA Guidelines and the process agreed upon by the City at the kick-off meeting. PlaceWorks will prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. The document will be concise and formatted like the existing General Plan EIR. To the maximum extent practicable, the analysis will rely upon the General Plan EIR and supplement only when the proposed project would change the analysis or the conclusion. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

The Public Draft SEIR will be provided in both electronic format for posting on the website and in hard copy with appendices on CD or thumb drive. The number of copies will be determined at the kick-off meeting. PlaceWorks will deliver the 15 copies of the electronic document to the state clearinghouse using their e-submittal process and forms.

Task 4 Final SEIR, Findings, and Mitigation Monitoring and Reporting Program

The Final EIR will include response to comments, any edits needed to the Draft EIR, and errata if necessary. PlaceWorks will meet with the City to evaluate the comments received on the Draft EIR and collaborate on responses. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the SEIR. This scope and budget provides an estimate of the time needed to prepare the Final SEIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will prepare Draft Findings for review by the City based on the set of findings used for the General Plan EIR or in another format approved by the City Attorney. PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the MMRP from the General Plan EIR and resulting from any changes discussed in the SEIR. PlaceWorks will provide electronic copies of the Final SEIR, Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Deliverables

- Revised Notice of Preparation
- Scoping Meeting Materials (PPT, Comment Cards) • Technical Memorandums summarizing assumptions for:
 - Transportation (Based on EPD Solutions Information)
 - Air Quality and GHG
 - Noise
 - Cultural Resources (from City)
- Administrative Draft Supplemental EIR (SEIR)
- Public Draft SEIR
- Administrative Draft Final SEIR, Findings, and MMRP

- Public Draft Final SEIR, Findings, and MMRP
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination Meetings
- Presentation materials for certification hearings

The scope includes the following meetings. While we have scoped and budgeted for in-person meetings, the City may change any meeting into a conference call. Because timing is of the essence, we will schedule regular check-in calls to review information, answer questions, and ensure that our assumptions are correct.

1. Kick Off
2. Scoping Meeting
3. Technical Report
4. Administrative Draft EIR
5. Administrative Final SEIR
6. Planning Commission
7. City Council

EXHIBIT "B"

PROJECT SCHEDULE

BUDGET AND TIMELINE

PlaceWorks has assigned the necessary staff to meet the anticipated, efficient timeline shown below. Note the bold italic text that represents City review periods. To meet the timeline, we will provide information in electronic format and communicate regularly. The timeline is shown in reverse chronological order.

SEIR Timeline

DATE	MILESTONE
Tuesday, November 5, 2019	City Council Meeting to Certify SEIR
- Friday, October 25, 2019	Agenda to Council
Tuesday, October 8, 2019	Alternative Commission Date
Monday, September 23, 2019	Planning Commission Meeting
Friday, September 13, 2019	Responses Mailed to Public Agency
Thursday, September 12, 2019	Preparation of Responses – Collaborative
Tuesday, September 3, 2019	End of SEIR Comment Period
Friday, July 19, 2019	Public Review of SEIR Begins
Thursday, July 18, 2019	PlaceWorks Prepares Public Review Draft SEIR
Friday, July 12, 2019	End of NOP Comment Period
Thursday, July 11, 2019	City Review of SEIR
Wednesday, July 3, 2019	Admin Draft SEIR
Tuesday, June 26, 2019	Scoping Meeting for NOP
Wednesday, June 12, 2019	NOP Issued for Public Review
Monday, June 10, 2019	City Review of NOP
Thursday, June 6, 2019	PlaceWorks Amended IS/NOP To City
Tuesday, June 4, 2019	Council proposed Language for Ballot

EXHIBIT "C"

FEE SCHEDULE

Redlands Supplemental EIR Budget

TASK	PLACEWORKS HOURS	PLACEWORKS LABOR TOTAL
TASK 1. Notice of Preparation		
Revision of NOP	120	\$15,180
Public Scoping Meeting	12	\$1,980
Task 1 Subtotal -	132	\$17,160
TASK 2. Technical Appendices		
Transportation	4	\$780
Cultural	2	\$230
Air Quality & GHG	16	\$2,795
Noise	9	\$1,620
Task 2 Subtotal	31	\$5,425
TASK 3. Administrative Draft EIR		
Air Quality	20	\$3,780
Biological Resources	0	\$0
Cultural Resources	2	\$230
Energy	24	\$3,280
Geology and Soils	0	\$0
Greenhouse Gas Emissions	20	\$3,780
Hazards and Hazardous Materials	0	\$0
Hydrology and Water Quality	0	\$0
Land Use and Planning	40	\$4,680
Mineral Resources	0	\$0

Noise	24	\$3,280
Population and Housing	6	\$910
Public Services	4	\$460
Recreation	20	\$2,180
Transportation	28	\$3,580
Tribal Cultural Resources	12	\$1,300
Utilities and Service Systems	20	\$2,140
Wildfire	0	\$0
Alternatives	0	\$0
Cumulative	24	\$3,080
Review, Oversight & Coordination	112	\$20,240
Public Draft SEIR	64	\$8,920
Task 3 Subtotal	420	\$61,840
TASK 4. Final SEIR		
Administrative Final SEIR	180	\$27,040
Draft Findings & MMRP	48	\$6,080
TASK	PLACEWORKS HOURS	PLACEWORKS LABOR TOTAL
Public Final SEIR, Findings & MMRP	32	\$3,520
Task 4 Subtotal	260	36,640
Reimbursable Expenses		\$7,585
2% of Labor for Office Expenses		\$2,421
GRAND TOTAL		\$131,072

ACKNOWLEDGMENT

This proposal shall remain valid for a period of 90 days from the time of submittal. As Associate Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned at (916) 932-2130 or mteague@placeworks.com. Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Associate Principal

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

 X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

 I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

PLACEWORKS, INC.

Date: 6-3-19

By: 
Dwayne Mears, Principal