

CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING
AGENDA

SEPTEMBER 22, 2022
10:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Michael Greubel
Council Member Mark D. Radecki
Council Member Newell Ruggles

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 790 206 916#. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Wednesday, September 21, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**
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Addressing the City Council:

Public Comments (Agenda Items Only): During public comments, if you wish to address the Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **ACTION ITEMS**

- 5.1 Consideration of a blanket Memorandum of Understanding with local law enforcement agencies, including but not limited to, the County of Los Angeles, and a Professional Services Agreement with Kate Movius, for Autism Communication and De-escalation Tactics course services

RECOMMENDED ACTION:

a) Approve a blanket Memorandum of Understanding with local law enforcement agencies, including but not limited to, the County of Los Angeles; and b) Approve the Agreement with Kate Movius, and allocate the necessary funds

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011-931, 8262-012-270, 8262-012-271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276, (portion of) 8262-015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263-008-271, 8263-008-904 and 8263-027-270

Agency Negotiators:	Josh Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

6.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1560, 1576, 1580, 1590, 1600, 1620,
and 1630 S. Azusa Ave., City of
Industry, CA, 91744 also known as
Assessor Parcel Numbers 8254-004-
040, 8254-004-041, 8254-004-118,
8254-004-120, and 8254-004-121

Agency Negotiators: Josh Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Newage PHM, LLC
Under Negotiation: Price and terms of payment

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. Adjournment. The next regular City Council Meeting is Thursday, October 13, 2022, at 9:00 a.m.

CITY COUNCIL


ITEM NO. 5.1




CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Bing Hyun, Assistant City Manager 

DATE: September 22, 2022

SUBJECT: Consideration of a blanket Memorandum of Understanding with local law enforcement agencies, including but not limited to, the County of Los Angeles, and a Professional Services Agreement with Kate Movius, for Autism Communication and De-escalation Tactics course services

Background:

The City is interested in supporting learning opportunities for those who interact with individuals with autism spectrum disorder (“ASD”) in emergency situations.

Discussion:

Kate Movius has over 11 years of experience training agencies to improve interactions with people with ASD. She has worked with several Los Angeles-area agencies, including the County of Los Angeles’s Sheriff’s Department, Fire Department, Department of Parks and Recreation, and Office of Education’s Head Start and Early Learning Division, and the Glendale Police Department.

Staff recommends the City Council approve a Professional Services Agreement (“Agreement”) with Kate Movius for Autism Communication and De-escalation Tactics course services, for a not-to-exceed amount of \$40,000.00, through June 30, 2023. Services include providing 20, two-hour courses. Each course will present strategies to effectively identify, respond to and de-escalate individuals with autism and other developmental disabilities. Course attendees will be given the opportunity to interact with invited autistic teenagers and young adults, and their caregivers, to learn firsthand the unique challenges faced by those with autism. It is intended that the courses will be attended by officers from various law enforcement agencies.

Additionally, Staff recommends the City Council approve a Memorandum of Understanding (“MOU”) with local law enforcement agencies, including but not limited to, the County of Los Angeles Sheriff’s Department (“County”), for attendance at the courses. Per the MOU, the City agrees to retain a trainer to provide courses on ASD to officers,

and the law enforcement agencies agree to indemnify the City as it relates to the courses.

Fiscal Impact:

Staff is requesting an appropriation of \$40,000.00 to the General Fund – Civic-Financial Center – Professional Services (Account No. 100-625-5120.01) to cover this expenditure.

Recommendation:

Staff recommends that the City Council

- 1) Approve a blanket Memorandum of Understanding with local law enforcement agencies, including but not limited to, the County
- 2) Approve the Professional Services Agreement with Kate Movius, dated September 22, 2022, and appropriate \$40,000.00 to General Fund – Civic-Financial Center – Professional Services (Account No. 100-625-5120.01)

Exhibit:

- A. Memorandum of Understanding
 - B. Professional Services Agreement with Kate Movius, dated September 22, 2022
-

JN/BH:kt

EXHIBIT A

Memorandum of Understanding

[Attached]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 22nd day of September, 2022, (“Effective Date”) by and between the City of Industry, a municipal corporation (the “City”) and the County of Los Angeles, a public agency, (the “Agency”). City and the Agency collectively referred to herein as the “Parties” and individually as “Party”.

RECITALS

WHEREAS, on a daily basis, law enforcement officers encounter a multitude of individuals in emergency situations. Just as each emergency differs from the next, so does the individual involved. And while officers are specifically trained to respond to crisis situations, this protocol may not be the best way to interact with individuals with autism spectrum disorder (“ASD”); and

WHEREAS, a 2020 study conducted by the Johns Hopkins All Children’s program found that when members of law enforcement are better educated in ASD and its associated behaviors, their training increased officers’ confidence in being able to de-escalate a potentially violent encounter and create more positive outcomes by using supportive behaviors and less force. They were also able to “self-monitor” their skills following a call; and

WHEREAS, due to budget reductions, regional funding no longer exists to provide specialized training on ASD to law enforcement officers. Given the value and importance of this training, the City desires to pay for the training, and allow law enforcement officers from throughout the region to attend at no cost to their agency; and

WHEREAS, the course is Peace Officers Standards and Training (“POST”) certified, and includes training for law enforcement officers so that they are better able to identify persons with ASD, recognize the signs and symptoms of ASD, and adapt their responses in crisis situations to better meet the needs of autistic individuals and, hopefully, avoid violent confrontations; and

WHEREAS, each two-hour course will present strategies to effectively identify, respond to and de-escalate individuals with autism and other developmental disabilities. Additionally, course attendees will be given the opportunity to interact with invited autistic teenagers and young adults, and their caregivers, to learn firsthand the unique challenges faced by those with autism; and

WHEREAS, the City and the Agency desire to enter into this MOU for the purpose of participating in the autism communication and de-escalation tactics training.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the City and the Agency agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

1. **Term.** This MOU shall commence on the Effective Date, and shall terminate on June 30, 2023, unless sooner terminated pursuant to the provisions of Section 5 of this MOU.

2. **City Responsibilities.** The City agrees to retain an instructor in an amount not to exceed \$40,000.00, to provide POST certified courses on ASD to regional law enforcement officers, including the Agency's officers. The courses will be two hours in duration, and will include autism identification, communication, and de-escalation tactics.

3. **Agency Responsibilities.** Agency may send its employees to the ASD training. Agency shall indemnify, defend, and hold harmless, the City, its officers, agents, and employees, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, this MOU.

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the this MOU, and upon demand by City, Agency shall have an immediate duty to defend the City at Agency's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

5. **Termination of MOU.** Either Party may terminate this MOU upon serving ten (10) days prior written notice. Notwithstanding the foregoing, the indemnification provisions of Section 4 shall survive the termination of this MOU.

6. **Notices.** Notices shall be given pursuant to this MOU by personal service on the Party to be notified, or by written notice upon such Party deposited in the custody of the United States Postal Service addressed as follows:

If to City:

Joshua Nelson, City Manager
City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

With a Copy To:

James Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

If to Agency:

Thomas Bryant, Sergeant
Los Angeles County Sheriff's Department
1441 Santa Ana Avenue
South El Monte, CA 91733

7. **Governing Law and Venue.** The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this MOU and also govern the interpretation of this MOU. Any litigation concerning this MOU shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to this MOU, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

8. **Entire Agreement.** This MOU contains the entire understanding between the Parties relating to the obligations of the Parties described in this MOU. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this MOU or with respect to the terms and conditions of this MOU, are merged into this MOU and shall be of no further force or effect. Each Party is entering into this MOU based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

9. **Severability.** If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.

10. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. **Captions.** The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this MOU.

12. **Authority.** The person or persons executing this MOU on behalf of each Party represents and warrants that he/she has the authority to execute this MOU on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and Agency have caused this Memorandum of Understanding to be executed as of the Effective Date.

“CITY”
CITY OF INDUSTRY

“AGENCY”
COUNTY OF LOS ANGELES
SHERIFF’S DEPARTMENT

By: _____
Cory C. Moss, Mayor

By: _____
Joseph Nicassio, Lieutenant

ATTEST:

Julie Gutierrez-Robles, City Clerk

Approved as to Form:

James M. Casso, City Attorney

EXHIBIT B

Professional Services Agreement with Kate Movius,
dated September 22, 2022

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 22, 2022 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Kate Movius, a sole proprietor ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Commission on Peace Officer Standards and Training ("POST") certified training courses, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

(f) Consultant shall only provide the Services to members of law enforcement or other public agencies that have entered into a Memorandum of Understanding with the City for such Services, and to City officers and employees.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Forty Thousand dollars (\$40,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by

City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to

computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City

as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: City Manager

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 415
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: Kate Movius
Address on File with the City

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement

shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Kate Movius

By: _____
Joshua Nelson, City Manager

By: _____
Kate Movius, sole proprietor

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

POST certified AUTISM COMMUNICATION AND DE-ESCALATION TACTICS – 2 hours per course

Course Purpose

“Autism Communication and De-escalation Tactics” gives individuals a wide range of strategies to effectively identify, respond to and de-escalate individuals with autism and other developmental disabilities.

Learning Outcomes

Upon completion of the course, individuals will be equipped to engage with persons with autism and/or other developmental disabilities by utilizing adapted communication tactics, behavioral techniques and other proven methods of safely securing the scene.

Course Overview

Autism Interaction Solutions provides a 2-hour training module, which addresses autism interactions with police officers, and/or City Staff and elected or appointed officials.

The first hour of the program integrates lectures, multiple hands-on exercises and a break-out session, which cover how to recognize autism and how best to communicate with and de-escalate an autistic or developmentally disabled individual.

In the second hour, autistic teenagers and young adults – who range in severity from completely non-verbal to highly verbal – arrive with their caregivers (collectively “Participating Families”) to present to and interact with the trainees. Consultant will coordinate with the Participating Families to attend the courses.

The program has been developed in consultation with the Los Angeles Sheriff’s Department (“LASD”) Mental Evaluation Team (“MET”) and is integrated into current Regional Community Policing Institute MET training schedule.

This training is designed to give officers a variety of techniques designed to minimize risk during encounters with this population, whose numbers are increasing every year. Officers will gain both a better understanding of the unique challenges facing autistic people, as well as ways in which to identify, communicate with and de-escalate these individuals. The course includes the following:

- Trainees undergo hands-on exercises to better understand the unique challenges faced by those with autism and why following orders, answering questions and achieving compliance might be compromised for these individuals.
- Facilitated interaction between first responders and a wide range of autistic individuals – from severe to high-functioning.

- Autistic participants involved have been presenting with Autism Interaction Solutions for two years, thus enabling them to remain calm within a training setting. These individuals – even the most severe - provide invaluable insight into non-verbal communication and autistic behavior which might otherwise be interpreted as non-compliance, mental illness, drug use, aggression, or all of the above.
- Caregiver input, which contributes “real-life” stories of police and first responder interactions.

Course Content – Consultant will provide all materials, including handouts and wallet-sized summary cards.

HOUR ONE:

Lecture:

1. What is Autism?
2. Reasons Law Enforcement Might Be Called
 - Interactive Exercise: “Your Brain on Autism”
3. The “Neurotypical” (non-Autistic) Brain and The Autistic Brain: What are the differences?
 - Interactive Exercise: “What’s Your Name?”
4. Risks to the Autistic Population (Including Wandering/Elopement)
5. Identifying Autism (Traits in Speech and Behavior)
 - Interactive Exercise: General Knowledge Quiz with Added Sensory Distractions
6. Responding to a Call
7. Restraint Strategies
 - Group Breakout Session using scenarios of autism and law enforcement encounters

HOUR TWO:

Autistic participants arrive and present to the officers, and City. They range in age from 16 – 22. Some are highly verbal and some are severely impacted (non-verbal). Their parents also speak about their children’s experiences with law enforcement. Officers, and City will interact directly with participants, if they choose.

EXHIBIT B
RATE SCHEDULE

Activity	Cost
Training course	\$1,500.00 each
Participating families	\$500.00 each family (paid by Consultant to family), only one family is compensated per course

For the purposes of this Agreement, the following are training sessions. Training dates may change and additional training may be added with prior written approval from the City Manager, so long as the cost does not exceed the Agreement's not-to-exceed amount.

1. September 27, 2022
2. October 4, 2022
3. October 20, 2022
4. November 8, 2022
5. November 29, 2022
6. December 6, 2022
7. December 22, 2022
8. January 10, 2023
9. January 19, 2023
10. February 9, 2023
11. February 23, 2023
12. March 9, 2023
13. March 30, 2023
14. April 4, 2023
15. April 20, 2023
16. May 11, 2023
17. May 30, 2023
18. June 6, 2023
19. June 22, 2023

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant 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 City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 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.

Automobile liability insurance. Consultant 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 the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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 VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City 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.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant 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 work.