AGENDA

CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY

Closed Session 4:00 p.m.
Study Session 5:15 p.m.
Regular Meeting 6:00 p.m.
Tuesday, September 19, 2023
Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk's Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk's Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council or other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. **Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair**. Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. **Scheduled Matters, including Public Hearings**: Indicate on the card what item you want to address. **Unscheduled Matters:** Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

***Note*: The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.**

ZOOM LINK INFORMATION

- Participants that choose to watch the City Council meeting through zoom are automatically placed in the waiting room and will then be admitted into the meeting. In order to make a public comment, you will indicate through the chat feature which item you would like to speak on, or click on the "raise hand" icon to let the administrator know you wish to speak.
- All participants are muted unless you are requesting to speak, at which time you will be allowed to unmute and make you comment.
- All public comments are allowed up to 3 minutes to speak.

Topic: City Council
Time: Sep 19, 2023 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/86039420935?pwd=ZnNwU1Z1QkRCRVQ4bGdQV0pJOEd3UT09

Meeting ID: 860 3942 0935
Passcode: 350720

One tap mobile
+16699006833,,86039420935#,,,,*350720# US (San Jose)
+16694449171,,86039420935#,,,,*350720# US

CLOSED SESSION

CALL TO ORDER **4:00 p.m.**

PUBLIC COMMENTS (Closed Session matters only)

Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to Government Code §54957.6.

Agency Designated Representatives: City Manager, Maggie Le, Finance Director, Ryan Smith, Human Resources Director, Carrie Hanes, Community Development Director / Deputy City Manager, Omar Dadabhoy, Attorney for the City, Colin Burns
Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (Field Services unit), Fountain Valley General Employees Association (FVGEA), Fountain Valley Professional and Technical Employees (P&T), Individually Represented Battalion Chiefs and Individually Represented P&T (IRP&T)

2. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of Case: Johnson v. City of Grants Pass Ninth Circuit Case Nos. 20-35752, 20-35881 - Consider Joinder / Amicus Support

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Property: 16111 Harbor Boulevard (APN: 167-301-04):
   City Negotiators: Maggie Le, City Manager; Omar Dadabhoy, Community Development Director/Deputy City Manager; Ryan Smith, Finance Director; Colin Burns, Attorney for the City
   Negotiating Parties: City of Fountain Valley and Spirit Master Funding IX, LLC
   Under Negotiation: Price and terms of payment

4. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 potential case

5. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   Paragraph (1) of subdivision (d) of Section 54956.9
   Name of case: City of Costa Mesa v. SoCal Recovery - United States Supreme Court Case No 23-71 (consider providing amicus support)

STUDY SESSION

CALL TO ORDER **5:15 p.m.**

PUBLIC COMMENTS (Study Session matters only)

Persons wishing to speak on a Study Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. ACC-OC & League of CA Cities Membership Update – Presentation by Meghan Wishner, Management Analyst

2. Presentation of Community Survey Company Recommendations – Presented by Rob Frizzelle, Community Services Director

OPEN SESSION

CALL TO ORDER 6:00 p.m.

INVOCATION

SALUTE TO THE FLAG Council Member Jim Cunneen

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Bui, Cunneen, Harper, Vice Mayor / Vice Chair Grandis, Mayor/Chair Constantine

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

CITY MANAGER / MAYOR UPDATE

PRESENTATIONS

1. Proclamation Recognizing the Month of September as National Senior Center Month – Presentation by Ben Dieterle, Community Services Supervisor

2. Proclamation Recognizing the Month of September as Hunger Action Month

3. Certificate of Recognition for Triston Nguyen for Receiving his Eagle Scout Designation

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

The Unscheduled Matters Public Comments portion will last 15 Minutes at the beginning of the meeting. Any requests to speak on unscheduled matters after the initial 15 minutes, will be heard at the end of the meeting, unless the Mayor approves an extension of this time. If an individual speaks during the First unscheduled matters time period, they do not get to speak at the end of the meeting as well. Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

PUBLIC COMMENTS
(Scheduled Matters Only)

Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agendized item(s) not appearing on the Consent Calendar.

CONSENT CALENDAR

Consent Calendar Items 1 – 8 will be approved simultaneously with one motion, unless separate action/or discussion is requested.

1. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

2. Receive and File the Draft Minutes from the August 15, 2023 Regular City Council Meeting

3. Approve the Register of Demands for the period of 8/5/2023 to 9/8/2023. **Page 17**

Recommended Action: Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 8/5/2023 and 9/8/2023 for a total of $20,073,001.73.

4. City of Fountain Valley Six Month Strategic Objectives Adoption for May 11, 2023 through November 16, 2023 **Page 43**

Recommended Action: Staff recommends that the City Council approve Alternative No. 1.

5. Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-2 **Page 49**

Recommended Action: Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-24 budget.

6. Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for Water Quality Testing Services **Page 69**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1 to award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for water quality testing services.

7. Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for Backflow Testing Services **Page 96**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1 to award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for backflow testing services.

8. Adopt a Resolution Authorizing the City Manager to Approve Information Technology Software, Hardware and Professional Service Purchases for Vendors with Multiple Contracts that Cumulatively exceed Fifty Thousand Dollars and to Issue Change Orders of up to $50,000 or 20-percent of the original contract amount, whichever is greater. **Page 124**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1: Adopt the proposed Resolution authorizing the City Manager to approve information technology software, hardware, and professional service purchases for vendors with multiple contracts that cumulatively exceed fifty thousand dollars and to issue change orders of up to $50,000 or 20-percent of the original contract amount, whichever is greater.

PUBLIC HEARINGS

Each person will have up to 3 minutes to speak on each Public Hearing.

9. Public Hearing - FY 2022-23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report – Presentation by Ashlyn Newman, Housing Coordinator **Page 129**

Recommended Action: Conduct a public hearing to consider the City of Fountain Valley FY 2022-23 CAPER, approve the CAPER, and authorize staff to submit the final CAPER to HUD by the September 30, 2023 deadline.

10. Public Hearing and Introduction: Code Amendment No. 23-01 – An Amendment To Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 Regarding Entitlement Extensions – Presentation by Steven Ayers, Principal Planner **Page 180**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1 to introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-01 to amend the Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 regarding entitlement extensions.

11. Public Hearing and Introduction: Code Amendment No. 23-02 – An Amendment To Fountain Valley Municipal Code Section 21.08.055 For Accessory Dwelling Units (ADU's) – Presentation by Steven Ayers, Principal Planner **Page 190**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1 to introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-02 to amend the Fountain Valley Municipal Code (FVMC) Section 21.08.055 for accessory dwelling units.

12. Appeal of Administrative Wireless Communication Facilities Permit 22-09 and Decision to Not Issue a Stop Work Order – Presentation by Alexandra Halfman, Deputy City Attorney **Page 217**

13. Introduction and First Read of An Ordinance Adding Chapters 4.35 Group Homes and 21.29 Group Homes and Amending Section 21.08.030 Residential Zoning District Land Uses and Permit Requirements to the Fountain Valley Municipal Code – Presentation by Alexandra Halfman, Deputy City Attorney **Page 265**

Recommended Action: If the City Council desires to regulate group homes in accordance with the City of Costa Mesa and its ordinance, Staff recommends Alternative No.1: Approve the introduction-first read of an ordinance adding chapters 4.35 Group Homes and 21.29 Group Homes and amending Section 21.08.030 Residential Zoning District Land Uses and Permit Requirements.

ADMINISTRATIVE ITEMS

14. Well No. 11 – General Pump Company, Inc. Contract Award & Amendment No. 1 to Richard C. Slade & Associates, LLC CON 21-14 – Presentation by Mark Sprague, Field Services Manager **Page 292**

Recommended Action: City staff recommends City Council to approve Alternative No. 1, which is to accept the bid and award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project; accept the Richard C. Slade & Associates LLC proposal in the amount of $73,999; and approve Amendment No. 1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

15. Restated and Amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County (ILJAOC) – Presentation by Matt Sheppard, Chief of Police **Page 391**

Recommended Action: Approve Resolution 9898 for the restated and amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County

16. Approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the street light maintenance and repair services contract term for an additional two (2) year term. – Presentation by Temo Galvez, Deputy Public Works Director **Page 419**

Recommended Action: Staff recommends that the City Council approve Alternative No. 1, which is to approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the streetlight maintenance and repair services contract for a term two-year term.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Tonight's City Council meeting is being adjourned in the memory of Augie Lascola, Richard Maurice Cassidy and Minh Nguyen.

The next Regular Meeting of the Fountain Valley City Council is October 3, 2023 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

City of Fountain Valley
Memorandum

TO: Honorable Mayor and City Council

FROM: Meghan Wishner, Management Analyst

CC: Maggie Le, City Manager

DATE: September 19, 2023

SUBJECT: ACC-OC and League of California Cities Membership Update

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EXECUTIVE SUMMARY:
At the June 20, 2023, City Council meeting Vice Mayor Glenn Grandis motioned with a second from Mayor Kim Constantine to discuss the benefits of our membership with Association of California Cities-Orange County (ACC-OC) and the League of California Cities (CA Cities). The City has been a member of the League since 2006 and participates in ACC-OC meetings and events throughout the year. The annual membership dues for ACC-OC and the League is based on the City's population. For Fountain Valley, the annual membership dues of each association for calendar year 2023 are as follows: $11,511 for ACC-OC and $19,549 for the League of CA Cities. Both the League of CA Cities and ACC-OC membership dues were accounted for in the budget for FY 2023-24.

DISCUSSION:
<u>Association of California Cities – Orange County (ACC-OC)</u>
ACC-OC is a 23-member association with the mission to provide Orange County's 34 cities a powerful regional voice on the public policy issues of today and tomorrow through education that empowers, policy that is collaborative, and advocacy that is service-oriented.

Benefits of ACC-OC membership:

- Local Control – members collaborate with colleagues from across Orange County's 34 diverse cities to address regional issues.
- Educational Programs – ACC-OC offers trainings, forums, and leadership development programs designed for both elected officials and city staff that help create stronger policymakers.
- Networking – Inclusive relationships and collaborative policymaking from business leaders, academics, non-profits, special districts, and utility companies to achieve consensus-based policy.

- Public-Private Collaboration – ACC-OC facilitates dialogue between public officials and other regional and private sector entities to find ways to improve life for all Orange County residents.

League of California Cities

The mission of League of CA Cities is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

CA Cities is a 476-member association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. Through CA Cities members have the opportunity to help shape solutions to the issues of greatest importance to our cities and the state of California.

Benefits of CA Cities membership:

- Advocacy at the ballot box, in the Legislature, and in the courts.
- Timely Communication delivered on the latest advocacy efforts with news about legislative developments that affect our community. Vehicles include weekly newsletter, the Cal Cities Advocate, social media, and e-mail updates.
- Member-Driven Priorities developed by local leaders. Regional divisions, professional departments, caucuses, and policy committees meet throughout the year to address policy issues.
- Best Practices and practical tools for local officials are provided by the Institution for Local Government on topics including public engagement, sustainability, ethics, Local Government 101, and more.
- Cutting-Edge Professional Development offered through the League's educational conferences and events, which is geared to the unique needs of local government officials and city staff.

2022 Annual Report:

- Legislative Advocacy- Cal Cities tracked and engaged on 1,430 bills, which was two thirds of all bills introduced; Cal cities staff held 100+ meetings with state lawmakers and legislative staff; more than 400 local leaders engaged in Cal Cities committees to shape policy positions central to our advocacy; and protected more than $3 billion in local revenues.
- Legal Advocacy- 35 friend-of-the-court briefs filed.
- Education- Hosted 17 webinars and speaker series with 5,476 attendees; 10 conferences with 4,037 attendees; 42 department roundtables with 3,224 attendees; and 133 division events with 4,370 attendees.

Below is a table of the department's participation and involvement in both ACC-OC and CA Cities:

Departments	**League of CA Cities/ACC-OC**
Administration	• Attend monthly ACC-OC City Manager Committee to discuss hot topics such as short-term rental, group homes, and shared services

	• City Council and City Manager attends the Annual League of CA Cities Conference • City Council and City Manager attends the New Mayors and Council Members Academy • Councilmember Harper and City staff participate in monthly ACC-OC Legislative and Regulatory Committee meetings to discuss matters on legislative bills • Monitor legislative bills tracked by ACC-OC and CA Cities and prepare letters of support or opposition based on the City's approved annual Legislative Platform • City Council attended the ACC-OC Sober Living & Recovery Home Virtual Roundtable • Participate in events such as ACC-OC Summer Legislative Roundtable and ACC-OC Public Policymakers Academy
Recreation & Community Services	• Attended ACC-OC City Manager Roundtable • Submitted an award nomination to the annual ACC-OC awards ceremony
Finance	• Monitor legislative issues • Receive emails from the League's fiscal officers to stay current on issues • Use CA Cities' website for valuable information
Fire	• Attended a few informational breakfast and lunch presentations
Information Technology	• Monitor best practices
Community Development	• Participate in ACC-OC Sober Living Task Force • Director serves on the CA Cities Policy Committee: Transportation, Communications and Public Works (TCPW) • Attend League Planning and Community Development Department meetings • Collaborate with CA Cities staff on Housing legislation and provide informal input • Attend the Planning Commissioner's Academy • Attend CA Cities trainings and legislative briefings • Utilize CA Cities' listserv for City research
Police Department	• Attend informational events hosted by CA Cities

Please provide direction to Staff to either continue with both memberships, one over the other, or neither.

MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY
Closed Session 4:00 p.m.
Study Session 5:30 p.m.
Regular Meeting 6:00 p.m.
Tuesday, August 15, 2023
Council Chambers

CLOSED SESSION

CALL TO ORDER **4:00 p.m.**

PUBLIC COMMENTS (Closed Session matters only)

There were no public comments

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Consultation with: Scott Kim, IT Director

   By a 4-0 Vote (Council member Bui Absent) the City Council approved the request presented by Scott Kim, IT Director

2. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 Potential case - facts and circumstances known: Gov Claims Act claim received from American Guard Services.

   By a vote of 3-0 (Council Member Harper Recused himself and Councilmember Bui is absent), the City Council gave settlement authority to the City Attorney.

3. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   Paragraph (1) of subdivision (d) of Section 54956.9
   Name of case: SOCAL RECOVERY LLC V. CITY OF COSTA MESA, 56 4TH 802 (9TH (Cir. 2023). Consider joining amicus brief in support of City of Costa Mesa

   No Reportable Action

4. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to Government Code §54957.6.
   Agency Designated Representatives: City Manager, Maggie Le, Finance Director, Ryan Smith, Human Resources Director, Carrie Hanes, Community Development Director / Deputy

City Manager, Omar Dadabhoy, Attorney for the City, Colin Burns
Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (Field Services unit), Fountain Valley General Employees Association (FVGEA), Fountain Valley Professional and Technical Employees (P&T), Individually Represented Battalion Chiefs and Individually Represented P&T (IRP&T)

No Reportable Action

STUDY SESSION

CALL TO ORDER **5:30 p.m.**

PUBLIC COMMENTS **(**Study Session matters only)

1. Presentation on Street Vendors / Peddlers – Presentation by Matt Sheppard, Police Chief and Ryan Smith, Finance Director

   The City Council were given an update on policies and procedures as they relate to street vendors and peddlers.

OPEN SESSION

CALL TO ORDER 6:00 p.m.

INVOCATION Council Member Patrick Harper

SALUTE TO THE FLAG Council Member Patrick Harper

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Cunneen, Harper, Mayor Pro Tem/Vice Chair Grandis, Mayor/Chair Constantine

Council Members Absent: Bui

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

Item numbers 9, 10 and 11 had minor changes to the letters that were presented in the staff reports.

CITY MANAGER / MAYOR UPDATES

City Manager Maggie Le provided her update.
Mayor Kim Constantine provided her update.

PRESENTATIONS

1. ACC-OC Presentation by Kris Murray

   Kris Murray provided the City Council with information as to what the ACC-OC does to benefit cities.

2. Presentation on the City Website Launch – Presentation by Meghan Wishner, Management Analyst

   Meghan Wishner provided the City Council and the Public with information on the City's new website.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

Angela Nguyen

PUBLIC COMMENTS

(Scheduled Matters Only)

CONSENT CALENDAR
Consent Calendar Items 1 – 8 & 10 - 13 were approved simultaneously. Item number 6 was pulled from the Consent Calendar and heard as a separate item under the Administrative Items portion of the agenda

1. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

ACTION: Move to Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

2. Receive and File the Draft Minutes of the July 18, 2023 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the July 18, 2023 Regular City Council Meeting

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine

NOES: None
ABSENT: Bui
ABSTAIN: None

3. Approve the Register of Demands for the period of 7/8/2023 to 8/4/2023.

ACTION: Move to Approve the Register of Demands for the period of 7/8/2023 to 8/4/2023.

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

4. Approve a Contract Amendment with Dr. Lawrence Richman

ACTION: Move to Approve the Contract with Dr. Lawrence Richman

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

5. Amendment No. 2 to CON 21-33 with Charles Abbott Associate for as-needed plan review services

ACTION: Move to Approve Amendment No. 2 to CON 21-33 with Charles Abbott Associate for as-needed plan review services

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

6. City of Fountain Valley Six Month Strategic Objectives Adoption for May 11, 2023 through November 16, 2023

ACTION: Move to Approve the City of Fountain Valley Six Month Strategic Objectives Adoption for May 11, 2023 through November 16, 2023

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

7. Purchase 2 Chevy Trailblazers for PD Investigations

ACTION: Move to Approve the purchase of 2 Chevy Trailblazers for PD Investigations

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

8. Amendment No. 2 to CON-19-54 with DMS Facility Services LLC for Janitorial Services at City Offices & Facilities

ACTION: Move to Approve the purchase of 2 Chevy Trailblazers for PD Investigations

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

9. Item Pulled By Council Member Harper

Response to OC Grand Jury Report - Historic Rain, Yet Drought Remains

ACTION: Move to Approve Response to OC Grand Jury Report - Historic Rain, Yet Drought Remains

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

10. Approval to Send a Response to the Orange County Grand Jury Regarding the Grand Jury Report- Gimme Shelter and a Pound of Advice, the State of Animal Welfare Overseen by the County of Orange

ACTION: Move to Approve to Send a Response to the Orange County Grand Jury Regarding the Grand Jury Report- Gimme Shelter and a Pound of Advice, the State of Animal Welfare Overseen by the County of Orange

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

11. Approval to Send a Response to the Orange County Grand Jury Regarding the Grand Jury Report - SCHOOL SHOOTINGS: How Prepared Are Orange County Public Schools?

ACTION: Move to Approve to Send a Response to the Orange County Grand Jury Regarding the Grand Jury Report - SCHOOL SHOOTINGS: How Prepared Are Orange County Public Schools?

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

12. Response to the Orange County Grand Jury Regarding Group Homes/Sober Living Facilities

ACTION: Move to Approve a Response to the Orange County Grand Jury Regarding Group Homes/Sober Living Facilities

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

13. Amendment to Senior Transportation Contract with Cabco

ACTION: Move to Approve an Amendment to Senior Transportation Contract with Cabco

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui

ABSTAIN: None

ADMINISTRATIVE ITEMS

14. Approve and Agreement with Athens Administrators for Third Party Claims Administration Services Regarding Excess and Tail Workers Compensation Claims

ACTION: Move to Approve an Agreement with Athens Administrators for Third Party Claims Administration Services Regarding Excess and Tail Workers Compensation Claims

MOTION: Grandis **SECOND**: Cunneen

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

15. Adopt a Resolution Amending the Salary Schedule to Increase the Compensation of the City Manager

City Manager Maggie Le left the Dais at 6:50 p.m.

ACTION: Move to Adopt a Resolution Amending the Salary Schedule to Increase the Compensation of the City Manager

MOTION: Harper **SECOND**: Grandis

AYES: Cunneen, Harper, Grandis, Constantine
NOES: None
ABSENT: Bui
ABSTAIN: None

City Manager Maggie Le returned to the Dais at 6:55 p.m.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Mayor Pro Tem Grandis requested that the city change the Mayor Pro Tem title to Vice Mayor. Seconded by Mayor Constantine

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

None

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

Council Member Bui

No Report

Council Member Cunneen

August 6	Participated in the Sunday Morning Breakfast for the campers who attended National Night Out
August 9	Attended the Legislative update hosted by the Fountain valley Chamber of Commerce

Mayor Pro Tem Grandis

July 19	Attended the PCTA Board Meeting
July 20	Attended the Concerts in the Park
July 22	Attended a FVPD Ride-A-Long
July 25	Attended the launch day luncheon and the Boys and Girls Club Board Meeting
July 27	Attended the FV Regional Hospital Board Meeting and the Concerts in the park
July 28	Attended the Park View Estates Ribbon Cutting
August 1	Attended the National Night out
August 5	Attended the Pins for Kids Bowling event
August 15	Attended the Costco 40th Anniversary Celebration

Mayor Constantine

July 19	Participated in the PCTA (Public Cable Television Authority Meeting) at Stanton City Hall.
July 20	Participated in the pre-grand opening for the Brookhurst bridge, then attended the annual dinner for OC Electeds at the Orange County Fairgrounds.
July 21	Met with a FV resident about concerns with utility billing. This resident had experienced identify theft.
July 25	Watched the OC Board of Supervisors Meeting on the County's website, then attended the FV Chamber of Commerce monthly Board Meeting at Coastline College.
July 26	Attended a meeting about PCTA (Public Cable Television Authority) at FV City Hall.
July 27	Delivered around lots of FV Chamber of Commerce flyers advertising the 8/9 Legislative Breakfast. Left a stack of flyers at: Palm Island, Richard's Cookie Jar, Dunkin' Donuts, Parkview Estates, The Jasmine, The Liberty, Fountain Va;let Library, Lamppost Pizza, Qargo Coffee, and several other locations; welcomed the crowd to the last summer of 2023 Concert in the Park at the FV Sports Park.
July 28	Stopped in at the movie for senior citizens "The Tender Bar" at Founders Village Community and Recreation Center, then stopped in briefly at Parkview Estates prior to their FV Chamber of Commerce grand opening / ribbon cutting event, then stopped in briefly to Qargo Coffee before the evening's bingo event.
July 31	Volunteered for the FV Friends of the Library, pulling dotted books and storing them for the next book sale to be held in September, at the FV Library.
August 1	Participated in the Nation Night Out and Movie in the Park "Lightyear" at the FV Sports Park.
August 4	Participated in the Committee for Persons with Disabilities bi-monthly "Luau" Dance at Founders Village Community and Senior Center.

August 5	Volunteered a shift for the FV Community Foundation and welcomed pre-registered campers and checked them in to the "11th Annual Great FV Campout" at the FV Sports Park. Returned later that evening during the movie, just prior to the 10 p.m. lights out, and spoke with several families obtaining feedback on their camping experience. Everyone was so positive and happy.
August 6	Visited the "11th Annual Great FV Campout" first thing in the morning prior to the campers having breakfast. I obtained lots of great feedback from so many families. I also went around thanking our Recreation Staff for their hard work for this wonderful event.
August 8	Watched the Orange County Board of Supervisors Meeting on the County's website, then participated in a "Governor Newsom Regional Office Virtual Meeting with the City of Fountain Valley regarding Governor Newsom's Behavioral Health Reforms SB 326 and AB 531.
August 9	Participated in the Fountain Valley Chamber of Commerce's Annual Legislative Breakfast at Founders Village Community and Senior Center, then did a ride along with our Code Enforcement. In the evening, I watched the FV Planning Commission Meeting on Zoom.
August 10	Participated in the grand opening / ribbon cutting of a new Chick fil A at 16961 Goldenwest in Huntington Beach, then the Fountain Valley Friends of the Library monthly Board Meeting, then attended the Information Safety Workshop at Founders Village Community and Senior Center along with the "Optum Doctor's Talk: Manage Your Diabetes" also at the same location. That evening, I attended the Fountain Valley Chamber of Commerce Network at Night at Cambalache (Restaurant).
August 13	Attended the Eagle Scout - Troop 980 Boy Scouts of America Orange County Council honoring Brandon Tran (recent graduate of Fountain Valley High School), Justin Le, Timothy Ngo, and Terrence Nguyen at the Garden Grove United Methodist Church in Garden Grove. Later, I attended the Luau at Carmel Village, and the grand opening of DeFalco Family Wines and Foods. What a great day!
August 15	Attended the Costco 40th Anniversary Celebration at Costco, Fountain Valley. Presented them a commemorative plaque and wished them much prosperity for many years to come.

Council Member Harper

July 20	Attended the Brookhurst Bridge opening
July 24	Attended the OCTA Board meeting
July 26	Attended the ACC-OC Board Meeting
August 1	Attended National Night out at the Sports park
August 4	Attended Coffee Event at Amarith Sponsored by District 1 Supervisor Andrew Do
August 7	Attended the OCTA Regional Transportation Planning Meeting
August 9	Attended the Legislative Breakfast at the Senior Center and the Legislative Roundtable sponsored by the ACC-OC
August 14	Attended the OCTA Board Meeting
August 15	Attended the Ribbon Cutting celebrating Costco's 40th Anniversary

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Mayor Constantine adjourned the meeting at 7:05 pm to the next Meeting of the Fountain Valley City Council on September 19, 2023 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

_____
Kim Constantine, Mayor

Attest:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: City of Fountain Valley Register of Demands for the period of 8/5/2023 to 9/8/2023

Three-Year Strategic Goals

- ☐ Enhance the culture and environment of "A Nice Place to Live"
- ☒ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- ☐ Attract and retain quality staff through best practices and trends
- ☐ Maintain, build, and modernize infrastructure to support growth and future needs of the City
- ☐ Not applicable

EXECUTIVE SUMMARY:

Attached is the Register of Demands for the City of Fountain Valley to be ratified by the City Council.

DISCUSSION:

Pursuant to the State of California's Government Code 37201 through 37210, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof. Demands paid by the city shall be inspected and ratified by the legislative body on the next available Council agenda. The Finance Department has prepared the attached Register of Demands summarizing the City's payments released since the previous City Council meeting.

FINANCIAL ANALYSIS:

The attached Register of Demands represents payments made by the City of Fountain Valley between 8/5/2023 and 9/8/2023 for a total of $20,073,001.73.

ATTORNEY REVIEW:
The Attorney for the City reviewed this staff report and concurs with the recommended action.

PUBLIC NOTIFICATION:
Not applicable.

ALTERNATIVES:

Alternative No. 1: Approve the attached Register of Demands.
Alternative No. 2: Do not approve as presented and provide direction to staff.

RECOMMENDATION:

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 8/5/2023 and 9/8/2023 for a total of $20,073,001.73.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 8/5/2023 to 9/8/2023.

City Of Fountain Valley
Register of Demands
8/5/2023 - 9/8/2023

Department

Check Date	Vendor	Description	Invoice #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
08/10/23	C.O.D. WHOLESALE, IN	ACPD DANCE SUPPLIES	14039	2306921	28.27
08/23/23	U.S. BANK CORPORATE	CITY PCARDS JULY 2023 4246 0445 5574 3131	17029	1057	40,094.88
		TOTAL NON-DEPARTMENTAL			**40,123.15**
10010102 LEGAL SERVICES					
08/30/23	HARPER AND BURNS, LL	CITY LEGAL SERVICES- JULY 2023	16884	1078	20,610.80
		TOTAL LEGAL SERVICES			**20,610.80**
10010103 OFFICE OF CITY MANAGER					
08/10/23	JACOB GREEN	ORGANIZATIONAL AND LEADERSHIP	15885	2306949	15,000.00
08/31/23	ORANGE CNTY CITY MAN	MEMBERSHIP RENEWL FOR FY23/24	16214	2307317	1,210.00
		TOTAL OFFICE OF CITY MANAGER			**16,210.00**
10010104 ADMIN SERVICES					
08/10/23	VERIZON WIRELESS	ADMIN CP 7/26 - 8/25/23	16501	2307043	121.80
08/10/23	AT&T MOBILITY	ADMIN CELL PHONE 6/27 - 7/26/23	16390	2306904	57.46
08/31/23	QUANTUM SIGNS & GRAP	REPRINT MISSION STATEMENT	16883	2307319	380.63
		TOTAL ADMIN SERVICES			**559.89**
10020200 HUMAN RESOURCES					
08/10/23	LBX#1663	April-June 2023 Drug & Alcohol Testing	16515	2306954	1,658.16
08/10/23	BERLITZ LANGUAGES, I	HR DEPT BI-LINGUAL PROFICIENCY TESTING -	16548	2306905	110.00
08/23/23	MEMORIAL CARE MEDICA	HR DEPT PRE-EMPLOYMENT EXAMS &	16819	2307207	259.00
08/23/23	D.F.POLYGRAPH	POLYGRAPH EXAM 7/5/2023	16822	2307161	175.00
08/10/23	CONCENTRA MEDICAL CE	INV 79840382 7/11/23	16468	2306930	656.80
08/10/23	NATIONAL TESTING NET	NTN MEMBERSHIP FOR FIRE TESTING &	16488	2306958	500.00
08/10/23	CONCENTRA MEDICAL CE	CONCENTRA INV 79920664	16363	2306929	54.40
08/10/23	VERIZON WIRELESS	HR DEPT CELL PHONES 7/26 - 8/25/23	16477	2307024	125.34
08/10/23	AT&T MOBILITY	HR Cell Phones 6/27-7/26/23	16393	2307031	89.86
08/10/23	CONCENTRA MEDICAL CE	INV 79990450 7/21 & 7/25	16469	2306931	972.95
08/23/23	E3 CONSULTING CORPOR	ERGONOMINCS ASSESSMENTS	16816	2307168	600.00
08/23/23	CONCENTRA MEDICAL CE	INV 80077012	16820	2307157	608.30
08/10/23	GARON WYATT INVESTIG	JULY INVESTIGATION SERVICES	16419	2306939	355.44
08/23/23	DEPARTMENT OF JUSTIC	671861 - JULY 2023 HR DEPT	16813	2307166	309.00
08/23/23	DEPARTMENT OF JUSTIC	JULY 2023 HR DEPT PARTIAL PAYMENT	16817	2307167	64.00
08/23/23	LIEBERT, CASSIDY & W	JULY 2023 CLIENT MATTER FO030-00024	16823	2307200	1,122.00
08/23/23	LIEBERT, CASSIDY & W	JULY 2023 - CLIENT MATTER FO030-00001	16824	2307201	1,441.00
08/10/23	THE INTERSECT GROUP	TEMP SERVICES 7/31-8/6 Chante Sims	16545	2307006	802.47
08/10/23	THE INTERSECT GROUP	TEMP SERVICES (7/31-8/6) Campagnolo	16547	2307007	1,998.80
08/23/23	THE INTERSECT GROUP	TEMP SERVICES (8/7-8/13) CAMPAGNOLO	16761	2307237	1,599.04
08/16/23	SHRED-IT USA LLC	HR ACCT #1000103178 DOS: 7/13/2023	16660	2307113	110.60

08/23/23	ALAN DESK BUSINESS I	OFFICE CHAIRS FOR HR DEPT	16893	2307142	3,427.88
08/31/23	KEENAN & ASSOCIATES	BENEFIT BRIDGE EE BENEFIT PORTAL	17066	2307303	15,000.00
08/23/23	THE INTERSECT GROUP	TEMP SERVICES (8/14-8/20) CAMPAGNOLO	16962	2307238	820.51
08/23/23	THE INTERSECT GROUP	TEMP SERVICES (8/14-8/20/23) GLASPIE	16964	2307239	2,218.75
08/31/23	GREENLEAF	Catering for Health Fair	17097	2307297	2,779.98
08/23/23	AMAZON	AMAZON INVOICE 139X-MLPV-3QTC	16981	1031	212.06
08/30/23	AMAZON	1GWF-D3CY-6K9C	17005	1063	180.30
08/30/23	AMAZON	AMAZON CLOROX DISINFECTING WIPES	17069	1065	31.47
08/30/23	AMAZON	AMAZON HEADSET	17067	1064	42.41
08/31/23	THE INTERSECT GROUP	TEMP SERVICES (8/21-8/27) CAMPAGNOLO	17133	2307358	1,599.04
08/30/23	AMAZON	AMAZON 4TH OF JULY ITEMS	17118	1066	50.47
08/30/23	AMAZON	AMAZON OFFICE SUPPLIES	17140	1067	95.60
08/30/23	AMAZON	AMAZON INVOICE USB HEADSET	17145	1070	29.35
08/30/23	AMAZON	AMAZON TISSUE PAPER	17141	1068	13.03
08/30/23	AMAZON	AMAZON 4TH OF JULY CENTERPIECE	17143	1069	67.80
09/06/23	SHRED-IT USA LLC	HR ACCT #1000103178 DOS: 8/14/2023	17437	2307368	111.28
09/06/23	THE INTERSECT GROUP	TEMP SERVICES (8/28-9/3) CAMPAGNOLO	17475	2307382	1,923.85
		TOTAL HUMAN RESOURCES			**42,215.94**
10030300 PLANNING					
08/10/23	KLING CONSULTING GRO	SOILS REVIEW SVCS FOR 2023-1249 9067	16106	2306953	1,200.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16112	2306953	850.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2022-	16113	2306953	350.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SERVICES FOR	16114	2306953	350.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVS FOR 2023-508	16118	2306953	350.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16119	2306953	350.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16121	2306953	850.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16124	2306953	850.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16126	2306953	850.00
08/10/23	KLING CONSULTING GRO	SOILS REVIEW CONSULTING SVCS FOR 2023-	16157	2306953	1,200.00
08/10/23	VERIZON WIRELESS	7/26-8/25 Plng, Bldg, CE CDBG Cell & Ipads	16480	2307021	161.58
08/31/23	INFOSEND, INC	ADVERTISEMENTS - AUG 23	17071	2307300	279.09
08/31/23	CIVICA LAW GROUP	LEGAL SERVICES FOR CODE ENFORCEMENT	17148	2307351	1,815.56
08/10/23	ORANGE COUNTY REGIST	ADVERTISEMENTS PC MEETING	16466	2306963	1,680.32
08/16/23	ESQUER, MARY-ELLEN	COMMISSIONERS STIPEND AUG 2023	16646	2307060	50.00
08/16/23	AJAMIAN, HERMAN JACK	COMMISSIONERS STIPEND AUG 2023	16647	1016	50.00
08/16/23	LOPEZ, RICHARD	COMMISSIONERS STIPEND AUG 2023	16648	1019	50.00
08/16/23	OSBORN, DAVID JOHN	COMMISSIONERS STIPEND AUG 23	16649	1021	50.00
08/16/23	SAAD, AZZAM	COMMISSIONERS STIPEND AUG 2023	16651	1022	50.00
08/16/23	SPEAR, WILLIAM A	COMMISSIONERS STIPEND AUG 2023	16652	1023	50.00
08/31/23	PHIL MARTIN & ASSOCI	MND FOR OUR LADY OF GUADALUPE	17057	2307318	21,250.00
		TOTAL PLANNING			**32,686.55**
10030301 BUILDING & SAFETY					
08/10/23	AT&T MOBILITY	NEW EQUIPMENT IPAD AND SERVICE-KONRAD	16388	2306904	1,245.50
08/31/23	CHARLES ABBOTT ASSOC	AS NEEDED BUILDING DEPT. SVCS AND	17052	2307276	8,470.00
08/10/23	VERIZON WIRELESS	7/26-8/25 Plng, Bldg, CE CDBG Cell & Ipads	16480	2307021	202.15

08/16/23	GRM INFORMATION MANA	GRM Scanning	16722	2307076	298.35
08/10/23	AT&T MOBILITY	MONTHLY SERVICE IPAD - KONRAD	16389	2306904	40.24
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT FOR 23-	16423	2306914	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-1744	16426	2306908	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 23-013	16427	2306909	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT NO 23-472	16430	2306910	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 23-431	16434	2306918	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-2059	16435	2306915	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-1755	16436	2306916	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-2040	16437	2306917	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-1849	16438	2306911	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 22-2212	16439	2306912	218.40
08/10/23	BLDG REFUND	80% REFUND FOR BUILDING PERMIT 23-169	16440	2306913	218.40
08/10/23	BLDG REFUND	80% REFUND FOR ELECTRICAL PERMIT FOR 23-	16450	2306906	60.00
08/31/23	OC SANITATION DISTRI	JULY 2023 SEWER CONNECTION	16513	2307314	(694.16)
		TOTAL BUILDING & SAFETY			**12,024.48**
10040400 FINANCE					
08/23/23	APPLIED BEST PRACTIC	SB 1029 ANNUAL DEBT TRANSPARENCY	16827	2307143	500.00
08/16/23	HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX JULY-SEPT	16378	2307077	3,960.00
08/10/23	CALPERS	GASB 68 REPORTING FEE	16639	1015	2,800.00
08/16/23	TOTAL COMPENSATION S	FY22/23 GASB 75 STATEMENT REPORTING	16658	2307125	3,330.00
08/23/23	CALIFORNIA MUNICIPAL	FY22/23 DIRECT/OVERLAPPING DEBT	16792	2307150	480.00
08/23/23	CMRTA	CMRTA DIV III 3RD QTR MEETING 9/7/23	16856	2307154	40.00
08/30/23	FOSTER & FOSTER	FY22/23 GASB 68 STATEMENT REPORTING	17045	1076	1,950.00
08/31/23	HDL COREN & CONE	FY22/23 ACFR STATISTICAL PACKAGE	17065	2307298	695.00
		TOTAL FINANCE			**13,755.00**
10040401 PURCHASING					
08/23/23	NEOFUNDS/TOTALFUNDS	FUND MAIL FOR AUGUST/SEPTEMBER 2023	16830	2307215	2,000.00
08/16/23	OFFICE DEPOT	PD PAPER DELIVERY (10 BOXES)	16676	2307090	433.80
08/10/23	SPARKLETTS	CITY HALL WATER DELIVERY - JULY 2023	16326	2307003	829.59
		TOTAL PURCHASING			**3,263.39**
10050500 ENGINEERING					
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 02/19/2023	16859	2307281	252.56
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU APR 30, 2023	17136	2307355	901.07
08/10/23	AT&T MOBILITY	CELL PHONE 5/23/2023-6/26/2023 - TEMO	16343	2306904	19.97
08/10/23	HOY CIVIL ENGINEERIN	PROFESSIONAL ENG SERVICE MAY 2023	16405	2306944	6,090.00
08/10/23	HOY CIVIL ENGINEERIN	PROFESSIONAL ENG SERVICES JUNE 2023	16408	2306944	4,350.00
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 6/14/23, 6/16/23,	16868	2307281	6,775.56
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 4/18/2023	16871	2307352	287.00
08/31/23	ANNEALTA GROUP	ENCROACHMENT PERMITS REVIEWS &	17075	2307270	3,492.00
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU JUN 30, 2023	17137	2307355	354.93
08/16/23	VERIZON WIRELESS	ENGINEERING CP 07/26/2023 - 08/25/2023	16674	2307133	135.34
08/10/23	AT&T MOBILITY	CELL PHONE 6/27/2023-7/26/2023 - TEMO	16451	2307045	45.31
		TOTAL ENGINEERING			**22,703.74**

10050501 TRAFFIC ENGINEERING					
08/10/23	HOY CIVIL ENGINEERIN	PROFESSIONAL ENG SERVICE MAY 2023	16405	2306944	4,060.00
08/10/23	HOY CIVIL ENGINEERIN	PROFESSIONAL ENG SERVICES JUNE 2023	16408	2306944	2,900.00
08/31/23	CHARTER COMMUNICATIO	CABLE INTERNET 8/09/2023-9/08/2023	17064	2307350	194.60
		TOTAL TRAFFIC ENGINEERING			**7,154.60**
10050502 CONTSRUCTION INSP					
08/28/23	BARLOW, ALEXANDRA	PARTIAL REFUND FV INVOICE# 4947	17087	2307267	4,000.00
		TOTAL CONTSRUCTION INSP			**4,000.00**
10050503 STREET LIGHTING					
08/31/23	YUNEX, LLC	TRAFFIC SIG MAINT APRIL 2023	17117	2307360	3,132.00
08/31/23	YUNEX, LLC	TRAFFIC SIG CALL OUTS APRIL 2023	17119	2307360	7,311.00
08/31/23	YUNEX, LLC	TRAFFIC SIG CALL OUTS MAY 2023	17121	2307360	3,290.00
08/31/23	YUNEX, LLC	TRAFFIC SIG MAINT MAY 2023	17120	2307360	3,132.00
08/31/23	YUNEX, LLC	TRAFFIC SIG MAINT JUNE 2023	17122	2307360	3,132.00
08/31/23	YUNEX, LLC	TRAFFIC SIG CALL OUTS JUNE 2023	17123	2307360	1,639.00
08/10/23	SO CALIF EDISON CO	STREET LIGHTS NEW - 7/1 - 7/31/23	16489	2306989	17,575.83
08/10/23	SO CALIF EDISON CO	STREET LIGHTS 7/1 - 7/31/23	16490	2306990	9,183.69
		TOTAL STREET LIGHTING			**48,395.52**
10050550 RIGHTS-OF-WAY					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	3.78
08/10/23	IMPERIAL SPRINKLER S	IRRIGATION PARTS FOR MEDIAN	16365	2306946	994.76
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	3.78
08/10/23	IMPERIAL SPRINKLER S	SOLAR CONTROLLERS FOR MEDIAN	16366	2306947	1,700.42
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	3.78
08/10/23	RED WING BUSINESS AD	SAFETY BOOTS-I.C.	16424	2306976	215.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	3.78
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	3.78
08/10/23	NIEVES LANDSCAPE, IN	MEDIANS MAINTENANCE SERVICES CON-20-58	16442	2306959	25,320.07
08/10/23	SO CALIF EDISON CO	ROW ELECTRICITY BILL 7/3/23 - 8/2/23	16586	2307047	80.66
08/23/23	IMPERIAL SPRINKLER S	SEED & FERTILIZER FOR SLATER/TRADEWINDS	16715	2307195	476.16
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	3.78
		TOTAL RIGHTS-OF-WAY			**28,809.75**
10050551 TREE MAINTENANCE					
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS BUILDING CLEARANCE JULY	16740	2307179	2,042.50
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING B-4	16751	2307183	4,410.40
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS REMOVAL OF LIMB JULY 23	16729	2307178	405.00
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING B-5	16749	2307182	3,528.32
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING C-	16748	2307181	4,079.62
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING C-	16773	2307189	2,977.02
08/23/23	GREAT SCOTT TREE SER	TREE MAINTENANCE SERVICES REMOVAL AT	16727	2307177	711.88
08/23/23	GREAT SCOTT TREE SER	TREE MAINT EMERGENCY LIMB REMOVAL &	16720	2307175	911.28
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING C-	16746	2307180	882.08
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING D-	16770	2307188	5,071.96
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS PARKWAY PLANTING &	16765	2307186	3,060.04
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS REMOVAL OF	16716	2307174	427.52

08/23/23	GREAT SCOTT TREE SER	TREE MAINTENANCE SERVICES TRIMMING	16724	2307176	1,282.56
08/23/23	GREAT SCOTT TREE SER	TREE MAINTENANCE SVCS YEARLY PALM	16711	2307172	110.26
08/23/23	GREAT SCOTT TREE SER	TREE MAINTENANCE SVCS YEARLY PALM	16713	2307173	165.39
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING C-	16769	2307187	1,709.03
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING D-	16752	2307184	2,701.37
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING B-7	16762	2307185	1,433.38
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING D-	16779	2307190	2,039.81
08/23/23	GREAT SCOTT TREE SER	TREE MAINT SVCS YEARLY PALM TRIMMING D-	16810	2307191	716.69
08/23/23	DANG, DAVID	REFUND FV#11530	17004	2307162	120.00
		TOTAL TREE MAINTENANCE			**38,786.11**
10050552 PARK MAINTENANCE					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	6.40
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	6.40
08/10/23	AGUINAGA GREEN, INC	CITY YEARD MULCH RESSTOCK	16364	2306898	1,674.75
08/10/23	IMPERIAL SPRINKLER S	IRRIGATION SUPPLIES FOR PARKS MAINT.	16367	2306948	1,884.44
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	6.40
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	6.40
08/30/23	SO CALIF EDISON CO	HARPER PARK LEASE FY 2023/2024 ANNUAL	17063	1086	805.04
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	6.40
08/16/23	SO CALIF EDISON CO	NIEBLAS PARK ELECTRICITY 7/7/23 - 8/3/23	16675	2307117	19.84
08/23/23	MONROE PACIFIC WHOLE	PLANT MATERIAL FOR CITY HALL QUAD	16717	2307210	813.51
08/10/23	SO CALIF EDISON CO	IRRIGATION & PARKS ELECTRICITY 6/27/23 -	16482	2307041	597.52
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	6.40
09/06/23	SO CALIF EDISON CO	MCDOWELL PARK ELECTRICITY 7/20/23 - 8/17/23	16909	2307370	24.16
		TOTAL PARK MAINTENANCE			**5,857.66**
10050553 CONCRETE MAINTENANCE					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	4.04
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	4.04
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	4.04
08/16/23	VERIZON WIRELESS	STREETS CELL (JUNE 26, 2023-JULY 25, 2023)	16689	2307134	290.37
08/10/23	AT&T MOBILITY	CELL PHONES (JUNE 27, 2023-JULY 26, 2023)	16563	2307032	43.36
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	4.04
08/16/23	UNITED RENTALS NORTH	UTILITY REPAIR-10383 CIRCULO DE ZAPATA	16701	2307128	290.36
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	4.04
09/06/23	UNITED RENTALS NORTH	UTILITY REPAIR-10478 APACHE RIVER	17080	2307384	266.44
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	4.04
		TOTAL CONCRETE MAINTENANCE			**914.77**
10050554 PAVEMENT MAINTENANCE					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	16.14
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	16.14
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	16.14
08/10/23	VULCAN MATERIAL COMP	RAMPS D-6	16370	2307026	178.73
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	16.14
08/10/23	VULCAN MATERIAL COMP	9911 DANDELION UTILITY REPAIR	16368	2307025	220.69
08/10/23	GRAINGER, INC.	IGLOO COVERS	16421	2306941	643.96

08/10/23	GRAINGER, INC.	COOLING TOWELS	16422	2306942	153.34
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	16.14
09/06/23	UNITED RENTALS NORTH	PROPANE 8512	17073	2307383	111.85
08/16/23	VULCAN MATERIAL COMP	UTILITY REPAIR-10338 FALCON	16664	2307135	275.22
08/16/23	VULCAN MATERIAL COMP	UTILITY REPAIR-RAINBOW CIR	16665	2307136	271.03
08/16/23	VULCAN MATERIAL COMP	STREET SUPPLIES-9632 TURTLEDOVE	16666	2307137	824.18
08/16/23	VULCAN MATERIAL COMP	UTILITY REPAIRS-9156 ALMOND/16559 MT	16703	2307138	434.64
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	16.14
09/06/23	VULCAN MATERIAL COMP	UTILITY REPAIR-17138 SAN RICARDO	17078	2307389	275.22
		TOTAL PAVEMENT MAINTENANCE			**3,485.70**
10050555 STORM DRAIN MAINT					
08/31/23	GRAINGER, INC.	CALCULATOR FOR SEWER LIFT	17096	2307296	120.20
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	5.58
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	5.58
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	5.58
08/23/23	QUINN COMPANY	SANDALWOOD ENGINE 2	16929	2307224	1,564.33
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	5.58
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	5.58
08/10/23	SO CALIF GAS CO	WALNUT PUMP STN GAS BILL 7/3/23 - 8/2/23	16413	2307000	38.37
08/10/23	SO CALIF GAS CO	SANDALWOOD PUMP STN GAS BILL 7/5/23 -	16414	2307001	17.68
08/23/23	QUINN COMPANY	SANDALWOOD ENGINE 2 CORE RETURN	16930	2307224	(780.34)
08/16/23	GRAINGER, INC.	AIR FRESHENER TABLETS	16667	2307074	74.61
08/16/23	GRAINGER, INC.	AIR FRESHENER TABLETS	16668	2307075	39.42
08/31/23	CHISELED STONE MASON	WALNUT LIFT STATION BRICK WALL REPAIRS	17018	1089	2,000.00
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	5.58
08/23/23	SO CALIF EDISON CO	PUMP STATION ELECTRICITY 7/18/23 - 8/15/23	16851	2307230	530.50
09/06/23	SO CALIF GAS CO	WALNUT PUMP STN NATURAL GAS BILL 8/2/23 -	17448	2307377	120.25
09/06/23	SO CALIF GAS CO	SANDALWOOD PUMP STN NAT GAS BILL 8/3/23 -	17471	2307380	35.81
		TOTAL STORM DRAIN MAINT			**3,794.31**
10050556 TRAFFIC CONTROL					
08/31/23	CITY OF SANTA ANA	SHARED TS ENERGY BILL JUL-DEC 2022	17114	2307277	6,323.18
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	3.62
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	3.62
08/10/23	ROADLINE PRODUCTS IN	PAINT GUN TIPS	16371	2306981	480.41
08/10/23	PACIFIC PRODUCTS	4 CHANNEL POLES FOR SIGN INSTALLATIONS	16369	2306964	1,364.81
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	3.62
08/16/23	ROADLINE PRODUCTS IN	RED PAINT-CITY WIDE RED CURB MAINT	16700	2307107	1,343.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	29.23
09/06/23	ROSEBURROUGH TOOL IN	STRAW HATS-SAFETY APPAREL	16592	2307367	190.41
08/16/23	ROADLINE PRODUCTS IN	RED PAINT	16589	2307105	1,989.50
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	3.62
08/16/23	ROADLINE PRODUCTS IN	PUMP GASKETS	16590	2307106	94.94
08/16/23	ZUMAR INDUSTRIES, IN	SURVEILLANCE SIGNS	16595	2307140	1,012.40
09/06/23	ROADLINE PRODUCTS IN	BALL VALVES FOR 318-PAINT TRUCK	17081	2307366	439.70
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	3.62

09/06/23	ZUMAR INDUSTRIES, IN	TABACCO FREE ZONE SIGNS	17083	2307390	2,411.31
		TOTAL TRAFFIC CONTROL			**15,696.99**
10050557 STREET SWEEPING					
08/10/23	SCA OF CA, LLC	STREET SWEEPING CON-20-20 JUNE 23	16428	1013	31,940.42
		TOTAL STREET SWEEPING			**31,940.42**
10050558 RECREATION CENTER					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	3.19
08/16/23	SAKIOKA WHOLESALE NU	PLANT MATERIAL FOR PLANTER AROUND REC	16607	2307110	54.87
08/16/23	IMPERIAL SPRINKLER S	IRRIGATIONS SUPPLIES	16599	2307080	2,169.15
08/16/23	IMPERIAL SPRINKLER S	GROUNDS/LANDSCAPING FERTILIZER	16604	2307085	253.96
08/16/23	JHM SUPPLY, INC	IRRIGATION VALVES AND VALVE PARTS	16597	2307086	3,129.67
08/16/23	GRAINGER, INC.	TIES FOR FENCING FOR BEAUTIFICATION	16615	2307072	96.38
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	3.19
08/16/23	IMPERIAL SPRINKLER S	IRRIGATIONS SUPPLIES	16598	2307079	528.66
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16614	2307071	277.51
08/16/23	IMPERIAL SPRINKLER S	SPRINKLER CAP REPLACEMENT	16601	2307082	206.49
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	3.19
08/16/23	STOVER SEED COMPANY	SEED FOR FIELD B&C AND COMMON AREAS	16605	2307122	2,169.57
08/16/23	IMPERIAL SPRINKLER S	SPRINKLERS AND SPRINKLER PARTS	16600	2307081	1,816.50
08/16/23	SAKIOKA WHOLESALE NU	PLANT MATERIAL FOR OUTSIDE OF FIELD #8	16608	2307111	183.18
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	3.19
08/16/23	IMPERIAL SPRINKLER S	VALVE BOX LIDS (PURPLE)	16603	2307084	135.36
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16609	2307066	46.25
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16610	2307067	92.50
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16611	2307068	185.01
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16612	2307069	277.51
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16613	2307070	46.25
08/16/23	GRAINGER, INC.	ORANGE FENCING FOR BEAUTIFICATION	16616	2307073	92.50
08/16/23	IMPERIAL SPRINKLER S	IRRIGATION VALVE PARTS	16602	2307083	1,310.03
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	3.19
08/16/23	SAKIOKA WHOLESALE NU	PLANT MATERIAL FOR MEDIANS ON SPINE	16606	2307109	137.92
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	3.19
08/30/23	ORANGE COUNTY WATER	RECYCLED WATER USAGE 4/23/23 TO 8/13/23	17072	1084	22,057.64
		TOTAL RECREATION CENTER			**35,286.05**
10060600 FIRE SUPPRESSION					
08/10/23	ARAMARK REFRESHMENT	COFFEE LEASE STATION 1 JUNE 2023	16360	2306903	25.64
08/10/23	MES MUNICIPAL EMERGE	SCBA PICK-UP/DELIERY OF CYLINDERS -	16361	2306957	386.00
08/31/23	MEMORIAL CARE MEDICA	ZEKARIA ANNUAL PHYSICAL	17151	2307357	504.00
08/10/23	TRAUMA INTERVENTION	ANNUAL AGENCY FEES FOR OPERATION OF	16362	2307013	6,569.00
08/10/23	CITY OF HUNTINGTON B	ANNUAL AGREEMENT FIRE DEPT. TRAINING	16465	2306924	12,586.00
08/09/23	WRIGHT, ERIN	REIMBURSEMENT FOR PARAMEDIC LICENSE	16316	1006	250.00
08/10/23	VERIZON WIRELESS	FIRE AVL TRACKERS 7.23.23 - 8.22.23	16331	2307022	950.25
08/09/23	DDL TRAFFIC, INC	OPTICOM GPS 2100 VEHICLE KIT	16315	992	3,992.21
08/16/23	VERIZON WIRELESS	FIRE CELL PHONES 7.26.23 - 8.25.23	16618	2307131	114.78
08/16/23	ARAMARK REFRESHMENT	COFFEE LEASE STATION 1 JULY 2023	16620	2307054	25.64

08/10/23	WESTERN STATES	EMERGENCY REPAIRS FOR VALLEY TRUCK 31	16461	1014	6,247.87
08/10/23	TOLL ROADS VIOLATION	TOLL ROAD FEE USAGE FOR FIRE RIGS	16354	2307012	6.48
08/16/23	TRICOM FIRE & ELECTR	FIRE HYDRANT FLOW TESTING	16633	2307126	3,315.00
08/23/23	ARAMARK REFRESHMENT	COFFEE SERVICE FILTER REPLACEMENT - FIRE	16795	2307144	81.80
08/30/23	FIREPENNY	CLASS A FOAM	17134	1075	1,799.50
08/31/23	AT&T MOBILITY	FIRE BACK UP CELLS 7.9.23 - 8.8.23	16954	2307271	120.72
08/31/23	AT&T MOBILITY	FIRE CELL PHONES AUGUST 2023	16955	2307272	134.79
08/23/23	COMPRESSED AIR SPECI	SCBA - ADAPTERS FOR AIR TEST KITS	16796	2307156	47.81
08/23/23	AMAZON	MOURNING BANDS - 16WW-TPV1-JTLG	16783	1027	19.56
08/31/23	TURNOUT MAINTENANCE	REPAIR & CLEAN TURNOUTS FOR MILLER	16919	2307343	80.00
08/23/23	AMAZON	5 INCH BINDERS - 1JWJ-17TT-YMNW	16790	1027	67.17
08/23/23	GILBERT, TYLOR J.	REFUND FOR PARAMEDIC LICENSE RENEWAL	16774	1041	250.00
08/30/23	AMAZON	PH TESTING STRIPS - 1HWJ-M67F-LXXH	16961	1062	7.70
08/30/23	AMAZON	DUKELLIS/CELL CASE/SCREEN COVER 17VM-	17135	1062	28.24
08/31/23	MES MUNICIPAL EMERGE	REPAIR OF BREATHING APPARATUS - BATTERY	16958	2307309	283.39
08/31/23	DANIEL'S TIRE SERVIC	TIRES FOR VALLEY TRUCK 31	17098	2307282	946.19
08/30/23	AMAZON	FIRE STATION OVEN THERMOMETERS -1NHL-	17099	1062	17.16
		TOTAL FIRE SUPPRESSION			**38,856.90**
10060601 PARAMEDICS					
08/23/23	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM FIRE STATION 2	16781	2307223	86.05
08/31/23	ALLSTAR FIRE EQUIPME	BULLARD FULL BRIM WILDFIRE HELMETS	17100	2307269	413.07
08/23/23	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM FIRE STATION 1	16780	2307223	121.19
		TOTAL PARAMEDICS			**620.31**
10060602 AMBULANCE SERVICES					
08/10/23	CARE AMBULANCE	AMBULANCE SERVICE CONTRACT 6.27.23 -	16452	1008	45,813.88
08/30/23	CARE AMBULANCE	AMBULANCE SERVICES OT PAY PERIOD 23-14	17152	1072	344.70
08/10/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16357	2306919	313.97
08/10/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16358	2306919	118.42
08/10/23	VERIZON WIRELESS	AMBULANCE AVL TRACKERS 7.23.23 - 8.22.23	16332	2307023	152.04
08/10/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16359	2306919	438.34
08/10/23	ZOLL MEDICAL CORPORA	MEDICAL SUPPLIES	16464	2307028	369.75
08/16/23	VERIZON WIRELESS	AMBULANCE CELL PHONES 7.26.23 - 8.25.23	16617	2307130	83.56
08/10/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16463	2306919	370.32
08/16/23	ZOLL MEDICAL CORPORA	MEDICAL SUPPLIES	16625	2307139	26.75
08/10/23	SPECTRUM GAS PRODUCT	OXYGEN TANK RENTAL STATION 1	16333	2307004	147.25
08/10/23	SPECTRUM GAS PRODUCT	OXYGEN TANK RENTAL - STATION 2	16334	2307004	62.00
08/10/23	CARE AMBULANCE	AMBULANCE SERVICES CONTRACT 7.11.23 -	16453	1008	45,813.88
08/10/23	CARE AMBULANCE	AMBULANCE SERVICES CONTRACT 7.25.23 -	16454	1008	45,813.88
08/10/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16462	1011	269.12
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPUPLIES	16802	2307148	661.00
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16805	2307148	1,333.54
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16804	2307148	1,556.41
08/16/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16619	1020	801.34
08/16/23	LIFE ASSIST	MEDICAL SUPPLIES	16629	2307088	574.20
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16801	2307148	12.49

08/16/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16622	1020	70.41
08/16/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16623	1020	145.13
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16800	2307148	349.07
08/23/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16803	2307148	870.64
08/31/23	TELEFLEX FUNDING, LL	MEDICAL SUPPLIES	16931	2307338	685.66
08/31/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16932	2307274	624.94
08/23/23	LIFE ASSIST	MEDICAL SUPPLIES	16797	2307202	28.80
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16798	1042	743.89
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16799	1042	350.10
08/31/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16933	2307274	891.76
08/31/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	16934	2307274	934.23
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16806	1042	204.34
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16807	1042	134.20
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16808	1042	882.49
08/23/23	MCKESSON MEDICAL-SUR	MEDICAL SUUPPLIES	16809	1042	504.59
08/31/23	BOUND TREE MEDICAL	MEDICAL SUPPLIES	17009	2307274	429.96
08/23/23	WITTMAN ENTERPRISES,	WITTMAN AMBULANCE BILLING FOR JULY 2023	16793	1060	12,528.80
08/31/23	LIFE ASSIST	MEDICAL SUPPLIES	16923	2307307	219.61
08/31/23	LIFE ASSIST	MEDICAL SUPPLIES	16921	2307307	439.21
08/31/23	LIFE ASSIST	MEDICAL SUPPLIES	16924	2307307	439.62
08/23/23	PCARD ONE TIME PAY	WITTMAN REFUND TO ANTHEM BLUE CROSS	16771	2307219	1,982.52
08/23/23	PCARD ONE TIME PAY	WITTMAN REFUND TO CARLI NALL FOR TAYLOR	16772	2307220	432.96
08/30/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	16935	1082	82.24
08/30/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	17102	1082	355.10
08/30/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	17103	1082	330.53
08/30/23	MCKESSON MEDICAL-SUR	MEDICAL SUPPLIES	17104	1082	100.20
08/31/23	LIFE ASSIST	MEDICAL SUPPLIES	17105	2307307	786.76
08/30/23	CARE AMBULANCE	AMBULANCE SERVICES CONTRACT 8.8.23 -	17139	1072	45,813.88
08/30/23	CARE AMBULANCE	AMBULANCE SERVICES CONTRACT 8.22.23 -	17142	1072	45,813.88
08/30/23	CARE AMBULANCE	AMBULANCE SERVICES OT PAY PERIOD 23-15	17146	1072	398.32
08/30/23	CARE AMBULANCE	AMBULANCE SERVICES OT PAY PERIOD 23-16	17147	1072	229.80
		TOTAL AMBULANCE SERVICES			**262,880.48**
10060603 FIRE PREVENTION					
08/16/23	VERIZON WIRELESS	FIRE CELL PHONES 7.26.23 - 8.25.23	16618	2307131	41.78
08/16/23	GRM INFORMATION MANA	FIRE FILE STORAGE JULY 2023	16621	2307076	9.31
08/23/23	CSG CONSULTANTS, INC	FIRE PLAN CHECKS FOR JULY 2023	16775	2307159	4,125.00
08/31/23	AT&T MOBILITY	FIRE CELL PHONES AUGUST 2023	16955	2307272	39.20
08/23/23	AMAZON	SELF INKING STAMP - 1J1C-PF4Y-HHWH	16789	1027	15.76
08/31/23	ENTENMANN-ROVIN CO.	FIRE WALLET BADGE FOR THANG NGUYEN	16920	2307288	197.87
		TOTAL FIRE PREVENTION			**4,428.92**
10060604 FIRE RESERVES					
08/09/23	DELGADILLO, JUAN P.	RESERVE MEAL STIPENED FOR JULY 2023	16455	993	20.00
		TOTAL FIRE RESERVES			**20.00**
10060605 DISASTER PREPAREDNESS					
08/16/23	VERIZON WIRELESS	FIRE CELL PHONES 7.26.23 - 8.25.23	16618	2307131	134.74

		TOTAL DISASTER PREPAREDNESS			**134.74**
10060607 F.I.R.S.T.					
08/16/23	VERIZON WIRELESS	FIRE CELL PHONES 7.26.23 - 8.25.23	16618	2307131	1.59
		TOTAL F.I.R.S.T.			**1.59**
10070700 PATROL					
08/10/23	OCCSA	2023-2024 MEMBERSHIP DUES - VOTING	16353	2306962	500.00
08/23/23	MONSTER IMAGE, INC	VEHICLE WRAP - TAHOE	16584	2307211	1,175.00
08/23/23	VERIZON WIRELESS	DEPARTMENT CELL PHONES 7/26-8/25/23	16587	2307249	1,264.99
08/23/23	AT&T MOBILITY	PARSONS, SHEPPARD, B. NGUYEN, NIELSEN	16569	2307145	313.20
08/23/23	CALIF FORENSIC PHLEB	BLOOD DRAWS - JULY 2023	16753	2307149	1,170.00
08/10/23	PEREZ, VINCENT	TUITION FOR ONLINE REPORT WRITING 7/5/23	16376	1012	134.24
08/10/23	CAHN	TUITION FOR B. NGUYEN	16377	2306922	400.00
08/23/23	ADLERHORST INTERNATI	AGITATOR SEMINAR 8/3/23-8/4/23 D. SHAW	16580	2307141	350.00
08/23/23	SHRED-IT USA LLC	SHREDDING - 7/12 & 7/26	16756	2307228	280.00
08/23/23	MOSHER, BRIAN	HOTEL/MEALS SLI 7/24-7/26/23	16585	1048	419.80
08/23/23	SHAW, DANIEL L	MILEAGE & MEALS AGITATOR SEMINAR 8/3-	16641	1054	148.31
08/31/23	DELTA GLOVES	DEPARTMENT GLOVES	16976	2307283	1,379.40
08/30/23	AMAZON	DRY ERASE MARKERS/PRIVACY FILM - 1FR9-	16969	1062	36.79
08/30/23	AMAZON	TOASTER - 1RNW-77CW-L6X4	16967	1062	26.42
08/30/23	AMAZON	3-RING BINDERS - 1PRT-MTKH-GJCV	16971	1062	15.31
09/06/23	AMAZON	ERGONOMIC KEYBOARD - RODRIGUEZ 1DCN-	17160	1092	70.33
09/06/23	AMAZON	BUTCHER PAPER & CRAYONS PICNIC 1MHH-	17159	1092	46.73
09/06/23	AMAZON	DESKTOP SPEAKERS - GERACI 199K-LQ6H-	17158	1092	17.84
09/06/23	MOSHER, BRIAN	HOTEL & MEALS SLI 8/21-8/23/23	17161	1102	591.09
		TOTAL PATROL			**8,339.45**
10070701 INVESTIGATION					
08/23/23	EFFICIENT X-RAY, INC	BIOHAZARD WASTE PICKUP	16583	2307169	65.00
08/23/23	BADGE FRAME, INC	ENGRAVED NAME PLATES FOR DET BOARD	16877	2307146	74.00
08/23/23	THOMSON REUTERS WEST	PUBLIC & PROPRIETARY RECORDS SEARCHES	16758	2307240	556.36
08/31/23	GOLDEN STATE COMMUNI	TWO-WAY RADIO AIRTIME - TLK100	17055	2307292	4,200.00
08/23/23	COUNTY OF ORANGE	AFIS - AUGUST 2023	16568	2307158	2,052.00
08/23/23	VIGILANT SOLUTIONS,	LICENSE PLATE READER DATA SEPT- AUG 2024	16570	2307251	6,540.00
08/23/23	DEPARTMENT OF JUSTIC	PARTIAL PAYMENT OF PD LIVE SCAN FEES -	16764	2307165	780.00
08/31/23	GOLDEN WEST COLLEGE	MPR & BIDDLE COURSE RENTAL 9/16/23	16965	2307293	450.00
08/31/23	REFUND ONE-TIME	REFUND OVERPAYMENT OF LIVESCAN- 2ND	17039	2307329	300.00
		TOTAL INVESTIGATION			**15,017.36**
10070703 CANINE					
08/23/23	COMMUNITY VETERINARY	K9 POMIX MEDICAL SERVICES 6/3/23	16946	2307155	1,193.50
		TOTAL CANINE			**1,193.50**
10070705 L.E. COMMUNICATIONS					
08/10/23	SPARKLETTS	(REENTRY) PD WATER DELIVERY MARCH 2023	16511	2307002	348.92
08/10/23	SPARKLETTS	CITY HALL WATER DELIVERY - JULY 2023	16326	2307003	(348.92)
08/23/23	CYRACOM INTERNATIONA	NON-EMERGENCY TRANSLATIONS - JULY	16581	2307160	17.55
08/23/23	SPARKLETTS	PD WATER DELIVERY 7/19 & 8/2	16755	2307232	39.75
		TOTAL L.E. COMMUNICATIONS			**57.30**

10070707 CRIME PREVENTION					
08/23/23	J. GARDNER & ASSOCIA	JR. POLICE BADGES	16043	2307197	686.50
08/23/23	JRBADGES	JR OVAL POLICE BADES	16567	2307198	686.50
		TOTAL CRIME PREVENTION			**1,373.00**
10070708 RANGE					
08/30/23	ADKINS, BERTRUM A.	RANGEMASTER SERVICES AUGUST 2023	16970	1061	875.00
08/23/23	CITY OF WESTMINSTER	RANGE FEES - JULY 2023	16763	2307153	900.00
08/31/23	DOOLEY ENTERPRISES,	9 MM 115GR FMJ/45 AUTO 230GR FMJ AMMO	16963	2307287	2,838.14
08/30/23	AMAZON	GUN GREASE LUBRICANT - 114D-391P-JN7Q	16973	1062	21.70
		TOTAL RANGE			**4,634.84**
10070800 ANIMAL CARE SVCS					
08/16/23	COUNTY OF ORANGE	ANIMAL CARE SERVICES - 4/1/23-6/30/23	16565	2307057	152,586.99
		TOTAL ANIMAL CARE SVCS			**152,586.99**
10080800 RECREATION CENTER					
08/31/23	SPECTRUM GAS PRODUCT	BALLOON FILLER RC MAY	17079	2307337	24.00
08/31/23	SPECTRUM GAS PRODUCT	BALLOON FILLER RC JUNE	17082	2307337	24.00
08/23/23	ULINE	TRASH BAGS AND CART	16845	2307266	335.46
08/23/23	ULINE	RC CLEANING EQUIPMENT	16846	2307266	281.12
08/31/23	SPARKLETTS	WATER COOLERS AND WATER FOR STAFF	17012	2307336	110.50
08/31/23	ULINE	GLOVES FOR STAFF	17014	2307345	178.15
08/31/23	VERIZON WIRELESS	PHONE AND HOTSPOTS	17015	2307348	79.74
08/31/23	REC SVCS REFUND	REFUND FOR RENTAL CANCELED 9-15-23 PER	17094	2307324	875.00
		TOTAL RECREATION CENTER			**1,907.97**
10080801 ATHLETICS					
08/10/23	SPARKLETTS	REC CENTER WATER RENTAL JUNE 2023	16239	2307002	115.39
08/10/23	SPARKLETTS	RECREATION CENTER WATER DELIVERY -	16323	2307002	53.94
08/10/23	MANHATTAN STITCHING	Adult Softball & Soccer 2nd place prizes(126) Mugs	16517	2306955	1,491.93
08/10/23	SPARKLETTS	RECREATION CENTER WATER DELIVERY - JULY	16325	2307002	95.88
08/10/23	G&G TROPHY	Youth Basketball Awards	16518	2306938	338.48
08/23/23	SPORTS FACILITIES GR	(6) Dozen 44-375 Softballs for Adult SB Leagues	16922	2307233	590.58
08/31/23	SPARKLETTS	WATER COOLERS AND WATER FOR STAFF	17012	2307336	110.25
08/31/23	VERIZON WIRELESS	PHONE AND HOTSPOTS	17015	2307348	119.51
		TOTAL ATHLETICS			**2,915.96**
10080802 FIELD OPERATIONS					
08/10/23	SITEONE LANDSCAPE SU	(80) 50lb. bags of mound clay for ballfields	16248	2306985	1,609.07
08/23/23	ULINE	TRASH BAGS AND CART	16845	2307266	875.00
08/31/23	ULINE	GLOVES FOR STAFF	17014	2307345	200.00
		TOTAL FIELD OPERATIONS			**2,684.07**
10080810 SENIOR & COMM CENTER					
08/23/23	MANHATTAN STITCHING	STAFF HATS	15009	2307206	646.50
08/23/23	VERIZON WIRELESS	CS Wireless bill 8/2 - 9/1	16857	2307250	401.67
08/10/23	BLDG REFUND	REFUND FOR RENTAL ON 9/16/23	16471	2306907	87.50
08/10/23	S.C. GYM REPAIR	SC FITNESS ROOM SERVICE & REPAIR	16539	2306982	296.43
08/31/23	COM SVCS REFUND	REFUND FOR FITNESS ROOM	17113	2307279	20.00
		TOTAL SENIOR & COMM CENTER			**1,452.10**

10080811 SENIOR TRANSPORTATION

08/23/23	CALIFORNIA YELLOW CA	SENIOR TRANSPORTATION SERVICES - JULY	16991	2307254	3,280.00
		TOTAL SENIOR TRANSPORTATION			**3,280.00**

10080820 CONTRACT CLASSES

08/10/23	COM SVCS REFUND	REFUND FOR LINE DANCING 171133-A1	16472	2306927	46.00
08/10/23	COM SVCS REFUND	REFUND FOR STRETCH & FLEX 171132-a1	16474	2306928	46.00
08/10/23	COM SVCS REFUND	REFUND FOR ZUMBA GOLD 171130-A2	16475	2306926	28.00
08/10/23	COM SVCS REFUND	REFUND FOR MUSICAL CHAIR MOVEMENT	16476	2306925	66.00
08/10/23	REC SVCS REFUND	REFUND FOR 151010-A1 JOAN OWEN	16494	2306967	66.00
08/10/23	REC SVCS REFUND	REFUND FOR 155091-A2 LORRAINE SEDLAK	16497	2306971	122.00
08/10/23	REC SVCS REFUND	REFUND FOR 189060-A1 TAMI MASEK	16500	2306974	135.00
08/10/23	REC SVCS REFUND	REFUND FOR 127017-A2 RANDOLPH VANSISE	16506	2306972	185.00
08/10/23	REC SVCS REFUND	REFUND FOR 127013-A2 CATHY NGO	16507	2306966	316.00
08/10/23	REC SVCS REFUND	REFUND FOR 127105-A2	16509	2306973	181.00
08/10/23	REC SVCS REFUND	REFUND FOR 132151-A1 TRACY NGUYEN	16510	2306975	122.00
08/31/23	REC SVCS REFUND	REFUND FOR 122210-A4	16527	2307327	66.00
08/16/23	REC SVCS REFUND	REFUND FOR 189060-A1 NATHAN CAO	16624	2307099	185.00
08/31/23	REC SVCS REFUND	REFUND FOR 132032-A2 COLIN PHAM	16705	2307322	28.25
08/31/23	REC SVCS REFUND	REFUND FOR 122042-A1 KATHLEEN NOMURA	16707	2307325	127.00
08/31/23	REC SVCS REFUND	REFUND FOR 127121-A2	16708	2307323	181.00
08/31/23	REC SVCS REFUND	REFUND FOR 151010-A1	16709	2307320	66.00
08/31/23	REC SVCS REFUND	REFUND FOR 412040-A1	16710	2307326	160.00
08/23/23	CS DANCE FACTORY	SUMMER PAYMENT FOR MUSICAL CHAIR	16864	2307256	755.30
08/23/23	OLSCHWANG, BARBARA C	SUMMER PAYMENT FOR BRIDGE CLASSES	16865	1050	195.00
08/30/23	CAMARENA, EDWARD J	SUMMER PAYMENT FOR 100961	16866	1071	3,692.00
08/23/23	CHILCOTT, ELIZABETH	SUMMER PAYMENT FOR 100958	16867	1035	552.50
08/30/23	MAD SCIENCE	SUMMER CAMP PAYMENTS	16835	1081	6,428.50
08/23/23	THE RINKS WESTMINSTE	SUMMER CLASSES	16836	1056	378.00
08/23/23	WEST GROVE VOLLEYBAL	SUMMER CLASSES	16837	1059	363.35
08/23/23	N AMERICAN YOUTH ACT	SUMMER CLASSES	16838	1049	1,494.35
08/30/23	PLAY-WELL TEKNOLOGIE	SUMMER CAMPS	16839	1085	4,670.25
08/23/23	CHALLENGER SPORTS CO	SUMMER CAMP	16840	1033	1,250.60
08/31/23	REC SVCS REFUND	REFUND FOR 122041-A1	16841	2307328	127.00
08/31/23	REC SVCS REFUND	REFUND FOR 127025-A2	16842	2307321	107.00
08/31/23	COM SVCS REFUND	REFUND FOR LINE DANCING FOR BEGINNERS	16869	2307278	46.00
08/30/23	JAEGER, NANCY J	SUMMER PAYMENT FOR ZUMBA GOLD	17053	1080	505.05
08/30/23	FOX, CAROLYN J.	INSTRUCTOR PAYMENT 08/28/23	17085	1077	538.20
08/30/23	FOX, CAROLYN J.	INSTRUCTOR PAYMENT 08/28/23	17086	1077	57.20
08/30/23	JACKSON, VICKIE LEE	INSTRUCTOR PAYMENT 08/28/23	17088	1079	273.00
08/30/23	DEN HARTOG, ERICA	INSTRUCTOR PAYMENT 08/28/23	17089	1073	404.30
08/30/23	WARDECKI, CARRIE L.	INSTRUCTOR PAYMENT 08/28/23	17090	1087	1,521.00
08/30/23	YOUNG CHAMPIONS, INC	INSTRUCTOR PAYMENT 08/28/23	17091	1088	2,255.50
08/30/23	ELYSIAN ARTS & EVENT	INSTRUCTOR PAYMENT 08/28/23	17092	1074	1,081.60
		TOTAL CONTRACT CLASSES			**28,821.95**

10080821 SPECIAL EVENTS					
08/23/23	DMS FACILITY SERVICE	PORTERS FOR CONCERTS IN THE PARK	16726	2307257	1,248.00
08/31/23	THE GREEN ANGELS PRI	OVERNIGHT SECURITY - GREAT FV CAMPOUT	16725	2307339	210.00
		TOTAL SPECIAL EVENTS			**1,458.00**
10080822 ANNUAL EVENTS					
08/10/23	REC SVCS REFUND	REFUND FOR 189060-A1 KATHERINE VARGAS	16502	2306968	45.00
08/10/23	REC SVCS REFUND	REFUND FOR 189060-A1 LINDA KIM	16503	2306970	55.00
08/10/23	REC SVCS REFUND	REFUND FOR 189060-A1 LINDA KIM	16504	2306969	55.00
08/16/23	REC SVCS REFUND	REFUND FOR 189060-A1 MELISSA SIERRA	16523	2307098	55.00
08/16/23	REC SVCS REFUND	REFUND FOR 189060-A1 SUMMER REMIS	16524	2307101	55.00
08/16/23	REC SVCS REFUND	REFUND FOR 189060-A1 CAROL JOHNS	16525	2307096	55.00
08/16/23	REC SVCS REFUND	REFUND FOR 189060-A1 CYNTHIA TIEU	16526	2307097	45.00
08/31/23	FOUNTAIN VALLEY COMM	CAMPOUT REGISTRATION TRANSFER FUNDS	16847	2307290	6,770.00
		TOTAL ANNUAL EVENTS			**7,135.00**
10080823 PARK PATROL					
08/31/23	VERIZON WIRELESS	PHONE AND HOTSPOTS	17015	2307348	200.00
		TOTAL PARK PATROL			**200.00**
10091001 GENERAL FUND					
08/16/23	AMAZON	RETURN CREDIT FOLDERS 1YTN-L1LV-YDTV	16262	1017	(26.85)
08/16/23	AMAZON	RETURN CREDIT FOLDERS 1X7Y-YYG1-Y1GH	16263	1017	(27.83)
08/23/23	MEYERS CONSTRUCTION	CONSTRUCTION: FINANCE OFFICES WORK	16908	1043	31,600.00
08/23/23	MEYERS CONSTRUCTION	PP#1 CITY HALL SECURITY 5/1/23-6/30/2023	17007	1043	39,680.00
08/31/23	IDS GROUP, INC	CITY HALL INTERIOR REMODEL	17040	2307299	666.50
		TOTAL GENERAL FUND			**71,891.82**
10093001 GENERAL FUND					
08/31/23	THE PLANNING CENTER	GENERAL PLAN UPDATE-JUNE 2023	17132	2307340	11,458.13
		TOTAL GENERAL FUND			**11,458.13**
10093002 GENERAL FUND					
08/31/23	THE PLANNING CENTER	GENERAL PLAN UPDATE-JUNE 2023	17132	2307340	840.00
		TOTAL GENERAL FUND			**840.00**
10095000 GENERAL FUND					
08/10/23	KIRBY BUILT	TABLES FOR CITY HALL COURT YARD	16418	2306952	3,073.24
		TOTAL GENERAL FUND			**3,073.24**
10095001 GENERAL FUND					
08/23/23	ORANGE COUNTY TREASU	COST REIMBURSEMENT OCFCD ENVIRO	16951	2307216	828,805.92
08/23/23	ORANGE COUNTY TREASU	4/20/22 OC PUBLIC WORKS STAFF JUN-JUL 2022	16953	2307217	5,899.52
08/23/23	PSOMAS	I 405 DESIGN & CONST SVCS 4/01/23 4/30/23	16814	2307222	34,785.46
08/23/23	MICHAEL BAKER INTERN	NPDES PROG MGMT THRU MAY 28, 2023	16899	2307208	1,512.00
08/23/23	PSOMAS	I 405 DESIGN & CONST SVCS 5/01/2023 TO	16818	2307222	31,831.45
08/23/23	PSOMAS	I405 DESIGN & CONST SVCS 6/01/2023 TO	16826	2307222	32,518.44
08/23/23	MICHAEL BAKER INTERN	NPDES PROG MGMT THRU JUL 2, 2023	16900	2307208	2,687.25
		TOTAL GENERAL FUND			**938,040.04**
10097001 GENERAL FUND					
08/31/23	INTERWEST CONSULTING	CONSTRUCTION MGMT - PD	17093	2307301	990.00
08/31/23	INTERWEST CONSULTING	CONSTRUCTION MGMT - PD REMODEL PM &	17109	1090	165.00
08/31/23	TR DESIGN GROUP INC.	ARCHITECTURE DESIGN OF PD LOCKER &	16928	2307342	2,015.75

08/31/23	C2 IMAGING	FVPD IMPROVEMENTS REPROGRAPHICS	16938	2307275	4,672.61
08/31/23	INTERWEST CONSULTING	CONSTRUCTION MGMT - PD REMODEL PM &	17111	1090	4,550.00
		TOTAL GENERAL FUND			**12,393.36**
10098001 GENERAL FUND					
08/31/23	DMS CONSULTANTS INC	SPORT PARK ROAD NETWORK REHAB	16907	2307353	8,000.00
		TOTAL GENERAL FUND			**8,000.00**
11010050 ISF IS ADMIN CAPITAL					
08/31/23	KONICA MINOLTA BUSIN	KONICA HOSTING SERVICE/HYLAND ONBASE -	17107	2307305	1,513.87
08/31/23	KONICA MINOLTA BUSIN	KONICA HOSTING SERVICE/HYLAND ONBASE -	17108	2307305	1,513.87
08/23/23	DELL MARKETING L.P.	DELL PRO WIRELESS KEYBOARD & MOUSE	16873	2307164	37.83
08/23/23	DELL MARKETING L.P.	BASE, DS, WD22TB4 US 180W	16916	2307164	226.24
08/23/23	DELL MARKETING L.P.	DELL 24 MONITOR - P2422H	16917	2307164	206.83
08/23/23	DELL MARKETING L.P.	DELL LATITUDE 7440 XCTO	16918	2307164	1,729.72
08/31/23	KONICA MINOLTA BUSIN	KONICA HOSTING SERVICE/HYLAND ONBASE -	17112	2307305	1,513.87
08/16/23	ADVANCED OFFICE / IN	RICOH LEASED 24 - 7/15 TO 8/15/23	16714	2307052	2,436.47
09/06/23	ADVANCED OFFICE / IN	CONTRACT 41290-01 OVERAGE 6/26 - 7/25/23	17479	2307362	412.30
08/10/23	CHARTER COMMUNICATIO	CH FIBER 7/31 - 8/30/23	16498	2307033	1,975.00
09/06/23	ADVANCED OFFICE / IN	CONTRACT M9769-02 OVERAGE	17476	2307362	18.49
08/10/23	CHARTER COMMUNICATIO	DIGITAL BOXES 8/1 - 8/31/23	16496	2307033	167.75
08/10/23	NMK CORPORATION	TROUBLESHOOT NETWORK PERFORMANCE	16383	2306960	1,200.00
09/06/23	ADVANCED OFFICE / IN	CONTRACT M9483-01 OVERAGE 7/1 -7/31/23	17477	2307362	180.43
09/06/23	ADVANCED OFFICE / IN	CONTRACT 41635-01 OVERAGE 6/3 -7/2/23	17478	2307362	49.97
09/06/23	ADVANCED OFFICE / IN	CONTRACT 41585-01 OVERAGE 7/6 - 8/5/23	17474	2307362	30.09
08/16/23	AMAZON	BLACK TONER CARTRIDGE	16728	1017	110.81
08/31/23	NMK CORPORATION	CISCO SWITCHES	16956	2307313	42,181.42
09/06/23	ADVANCED OFFICE / IN	CONTRACT 41194-01 OVERAGE 7/18 - 8/17/23	17473	2307362	29.04
09/06/23	AMAZON	FLUKE NETWORKS LIQ-100 LINKIQ	17466	1092	2,387.01
09/06/23	DELL MARKETING L.P.	BASE,DS,WD22TB4 US	17484	2307363	37,298.42
09/06/23	AMAZON	HP 410A BLACK TONER CARTRIDGE	17464	1092	110.81
09/06/23	AMAZON	TROY HIGH-YIELD MICR TONER (CHECK	17465	1092	421.18
09/06/23	ADVANCED OFFICE / IN	CONTRACT 41585-01 OVERAGE 8/6 - 9/5/23	17485	2307361	63.11
		TOTAL ISF IS ADMIN CAPITAL			**95,814.53**
11010104 ISF IS					
08/10/23	AT&T MOBILITY	IT CELL PHONES 6/27 - 7/26/23	16386	2306904	94.13
08/10/23	AT&T MOBILITY	EMERGENCY CELL 6/27 - 7/26/23	16387	2307030	43.24
08/10/23	VERIZON WIRELESS	IS CELL PHONE 7/29 - 8/28/23	16508	2307044	46.78
		TOTAL ISF IS			**184.15**
11094001 ISF IS FINANCE PRJ NON-REC					
08/23/23	TYLER TECHNOLOGIES	INCODE HARDWARE/MAINT 4/1/23 - 3/31/24	16828	2307241	637.76
08/16/23	TYLER TECHNOLOGIES	IMP - HCM 7/26/23 A ABRAHAM	16673	2307127	1,400.00
08/31/23	TYLER TECHNOLOGIES	MUNIS LICENSE FEE 33% OF PHASE 3 LICENSE	16968	2307344	10,422.06
08/23/23	TYLER TECHNOLOGIES	IMP-HCM 8/1, 8/3, & 8/9/23 ANESA ABRAHAM	16972	2307265	4,200.00
		TOTAL ISF IS FINANCE PRJ NON-REC			**16,659.82**
11110000 ISF GB CITY HALL					
08/31/23	MEYERS CONSTRUCTION	FIREPROOF DRYWALL BARRIER INSTALLATION	17162	1091	2,800.00

08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	9.10
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	125.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	8.88
08/16/23	SOUTH COAST AIR QUAL	ANNUAL EMISSIONS FEES - FY23-24	16550	2307119	160.35
08/16/23	SOUTH COAST AIR QUAL	ANNUAL PERMIT FEES - EM ELEC GEN-DIESEL	16551	2307120	504.91
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	170.69
08/10/23	FRONTIER COMMUNICATI	T-1 METRO NET 7/25 - 8/24/23	16491	2307035	698.96
08/10/23	AT&T MOBILITY	CELL PHONES (JUNE 27, 2023-JULY 26, 2023)	16563	2307032	241.44
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	7.10
08/10/23	FRONTIER COMMUNICATI	EOC LINES 7/29 - 8/27/23	16495	2307038	511.04
08/10/23	JMG SECURITY SYSTEMS	CITY HALL-FIRE MONITORING-7/31/23-9/30/23	16425	2306950	81.33
08/16/23	VERIZON SELECT SERVI	LD SELECT 6/30 - 7/29/23	16671	2307129	15.58
08/16/23	FRONTIER COMMUNICATI	METRONET 8/1 - 8/31/23	16669	2307062	516.86
08/31/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 AUGUST 2023	17028	2307286	3,347.93
08/10/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 JULY 2023	16375	2306933	3,347.93
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	7.10
08/10/23	SO CALIF GAS CO	CITY HALL GAS BILL 7/3/23 - 8/2/23	16407	2306995	191.62
08/16/23	SO CALIF EDISON CO	CITY HALL ELECTRICITY 7/8/23 - 8/6/23	16650	2307115	16,540.83
08/16/23	SUPERIOR POOL PRODUC	FOUNTAIN FILTER CARTRIDGES	16680	2307123	183.09
08/16/23	DAVID CROWELL ELECTR	TV OUTLET FOR HOUSING	16681	2307059	275.00
08/23/23	DAVID CROWELL ELECTR	POWER FOR TV MONITOR AT FRONT	16815	2307163	275.00
08/23/23	PACIFIC COAST REFRIG	HVAC REPLACEMENT FOR PHONE ROOM	16886	2307218	7,200.00
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	7.10
08/31/23	ROAD RUNNER EXTERMIN	CITY HALL PEST CONTROL MONTHLY SERVICE-	17033	2307333	72.00
08/31/23	KEN'S LOCKSMITHERY	NEW FINANCE DOORS REKEY	17035	2307304	164.57
08/30/23	OFFICE FURNITURE CON	HR WALLS AND FINANCE REPLACEMENT	17149	1083	10,654.24
09/06/23	SO CALIF GAS CO	CITY HALL NATURAL GAS BILL 8/2/23 - 8/31/23	17435	2307374	276.48
		TOTAL ISF GB CITY HALL			**48,394.13**
11150000 ISF GB CITY YARD					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	25.30
08/10/23	AMTECH ELEVATOR SERV	CITY YARD-PM SERVICE 8/1/23-8/31-23	16433	2306901	221.67
08/31/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 AUGUST 2023	17028	2307286	2,700.49
08/10/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 JULY 2023	16375	2306933	2,700.49
08/10/23	SO CALIF GAS CO	CITY YARD GAS BILL 7/5/23 - 8/3/23	16412	2306999	1.69
08/10/23	SO CALIF EDISON CO	CORP YARD ELECTRICITY 7/3/23 - 8/2/23	16596	2307042	1,447.47
08/31/23	DEPARTMENT OF INDUST	ANNUAL PERMIT FEE	17030	2307284	225.00
08/31/23	GRAINGER, INC.	HVAC REPAIR PARTS	17037	2307295	24.18
09/06/23	SO CALIF GAS CO	CORP YARD NATURAL GAS BILL 8/3/23 - 9/1/23	17472	2307381	3.59
		TOTAL ISF GB CITY YARD			**7,349.88**
11160001 ISF GB FS1					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	20.92
08/16/23	FRONTIER COMMUNICATI	CKT FS#1 METRONET 8/1 - 8/31/23	16670	2307063	43.04
08/10/23	SO CALIF GAS CO	FIRE STATION #1 GAS BILL 7/3/23 - 8/2/23	16406	2306994	248.88
08/16/23	COUNTY OF ORANGE	ANNUAL STATE INSPECTION-FIRE STATION #1	16688	2307058	157.00
08/10/23	SO CALIF EDISON CO	FIRE STATION #1 ELECTRICITY 6/27/23 - 7/27/23	16522	2306992	3,011.66

08/16/23	PROFESSIONAL PLUMBIN	CLEAR MAIN SEWER LINE	16685	2307094	583.00
08/16/23	PACIFIC COAST REFRIG	HVAC REPAIRS FIRE STATION #1 JULY 2023	16686	2307092	502.00
09/06/23	SO CALIF EDISON CO	FIRE STATION #1 ELECTRICITY BILL 7/28/23 -	17115	2307372	3,165.54
09/06/23	SO CALIF GAS CO	FIRE STATION #1 NATURAL GAS BILL 8/2/23 -	17444	2307375	245.96
		TOTAL ISF GB FS1			**7,978.00**
11160002 ISF GB FS2					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	20.92
08/10/23	SO CALIF GAS CO	FIRE STATION #2 GAS BILL 7/5/23 - 8/3/23	16411	2306998	73.40
08/16/23	ROAD RUNNER EXTERMIN	QUARTLY SERVICE-PEST CONTROL FIRE	16588	2307104	81.00
08/23/23	SO CALIF EDISON CO	FIRE STATION #2 ELECTRICITY 7/21/23 - 8/20/23	16926	2307263	1,571.54
09/06/23	SO CALIF GAS CO	FIRE STATION #2 NATURAL GAS BILL 8/3/23 -	17470	2307379	75.24
		TOTAL ISF GB FS2			**1,822.10**
11160003 ISF GB BUSHARD					
08/10/23	CAL-STATE SITE SERVI	REPAIRS ON EXTERIOR CHAINLINK FENCE FOR	16374	2306923	598.75
08/23/23	SO CALIF EDISON CO	FIRE STATION #3 ELECTRICITY 7/20/23 - 8/17/23	16943	2307264	580.50
		TOTAL ISF GB BUSHARD			**1,179.25**
11170000 ISF GB POLICE DEPARTMENT					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	125.00
08/10/23	FRONTIER COMMUNICATI	PD DISPATCH FAX 7/13 - 8/12/23	16286	2306937	109.06
08/10/23	AMTECH ELEVATOR SERV	PD-PM SERVICE 8/1/23-8/31/23	16432	2306900	200.41
08/10/23	COUNTY OF ORANGE	OCATS - JULY 2023	16351	2306932	1,374.20
08/10/23	FRONTIER COMMUNICATI	PD DISPATCH 7/28 - 8/27/23	16492	2307036	373.39
08/10/23	FRONTIER COMMUNICATI	CENTRA NET - 911 7/28 - 8/27/23	16493	2307037	298.63
08/31/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 AUGUST 2023	17028	2307286	6,960.84
08/10/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 JULY 2023	16375	2306933	6,960.84
08/10/23	SO CALIF GAS CO	PD GAS BILL 7/3/23 - 8/2/23	16404	2306993	615.93
08/16/23	FRONTIER COMMUNICATI	JAIL PHONE 8/7 - 9/6/23	16723	2307065	93.76
08/23/23	COUNTY OF ORANGE	OCATS - AUGUST 2023	16757	2307158	1,374.20
08/16/23	SO CALIF EDISON CO	POLICE DEPARTMENT ELECTRICITY 7/8/23 -	16653	2307116	13,713.28
08/16/23	PACIFIC COAST REFRIG	HVAC REPAIRS POLICE DEPARTMENT JULY 25,	16683	2307091	184.00
08/31/23	ROAD RUNNER EXTERMIN	PD PEST CONTROL MONTHLY SERVICE-AUG	17034	2307334	107.00
09/06/23	SO CALIF GAS CO	POLICE DEPARTMENT NAT GAS BILL 8/2/23 -	17434	2307373	590.49
		TOTAL ISF GB POLICE DEPARTMENT			**33,081.03**
11180000 ISF GB REC CENTER					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	83.43
08/31/23	UNITED RENTALS NORTH	EMERGENCY RESTROOMS FOR FIELDS	17059	2307346	4,844.54
08/31/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 AUGUST 2023	17028	2307286	14,398.21
08/10/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 JULY 2023	16375	2306933	14,398.21
08/10/23	SO CALIF GAS CO	REC CENTER GAS BILL 7/5/23 - 8/1/23	16410	2306997	124.06
08/10/23	SO CALIF EDISON CO	REC CTR - MAINT BLDG ELECTRICITY 6/28/23 -	16415	2306987	14.80
08/10/23	SO CALIF EDISON CO	SPORTS PARK ELECTRICITY BILL 6/28/23 -	16416	2306988	29.23
08/16/23	SO CALIF EDISON CO	PARK & RIDE ELECTRICITY 7/8/23 - 8/6/23	16677	2307118	403.86
08/16/23	PROFESSIONAL PLUMBIN	RE-ATTACH KITCHEN GAS LINE	16684	2307093	1,690.00
08/31/23	JMG SECURITY SYSTEMS	FIRE PULL STATION RESET	17031	2307302	250.00
08/31/23	GRAINGER, INC.	TOUCHLESS HAND REFILLS	17032	2307294	177.68

08/31/23	ROAD RUNNER EXTERMIN	REC CENTER PEST CONTROL MONTHLY	17024	2307331	82.00
08/31/23	ROAD RUNNER EXTERMIN	SPORTS PARK PEST CONTROL MONTHLY	17025	2307332	175.00
09/06/23	SO CALIF GAS CO	REC CENTER NATURAL GAS BILL 8/3/23 - 9/1/23	17469	2307378	89.57
		TOTAL ISF GB REC CENTER			**36,760.59**
11180001 ISF GB SR CENTER					
08/16/23	CLIMATEC, LLC	TSA AGREEMENT 7/1 - 7/31/23	16384	1018	83.43
08/10/23	AMTECH ELEVATOR SERV	SENIOR CENTER-PM MAINT 8/1/23-8/31/23	16431	2306899	188.31
08/16/23	STATE OF CALIF INDUS	ANNUAL PERMIT - SENIOR CENTER	16554	2307121	225.00
08/10/23	JMG SECURITY SYSTEMS	SENIOR CENTER-BURG/FIRE MONITORING	16429	2306951	266.50
08/31/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 AUGUST 2023	17028	2307286	5,150.62
08/10/23	DMS FACILITY SERVICE	JANITORIAL SERVICES CON-19-54 JULY 2023	16375	2306933	5,150.62
08/10/23	SO CALIF GAS CO	SENIOR CENTER GAS BILL 7/3/23 - 8/2/23	16409	2306996	179.82
08/16/23	FRONTIER COMMUNICATI	SC ELEV/FIRE 8/4 - 9/3/23	16721	2307064	295.44
08/10/23	SO CALIF EDISON CO	SENIOR CENTER ELECTRICITY 6/27/23 - 7/27/23	16521	2306991	1,457.55
08/16/23	KEN'S LOCKSMITHERY	LOS ALAMOS DUPLICATE KEY	16687	2307087	32.33
08/31/23	OMNI CONCEPTS, INC	FLOATING WALL REPAIR	17036	2307316	1,316.55
09/06/23	SO CALIF EDISON CO	MONTHLY ELECTRICITY SENIOR CTR 7/28/23 -	17106	2307371	1,760.13
09/06/23	SO CALIF GAS CO	SENIOR CENTER NATURAL GAS BILL 8/2/23 -	17446	2307376	188.49
		TOTAL ISF GB SR CENTER			**16,294.79**
11250001 PW - FLEET MGMT					
08/23/23	LONG BEACH BMW	BMW MOTORCYCLE SERVICE	16794	2307205	395.49
08/23/23	LONG BEACH BMW	BMW MOTORCYCLE SERVICE	16777	2307203	395.49
08/23/23	LONG BEACH BMW	BMW MOTORCYCLE SERVICE	16791	2307204	395.49
08/16/23	ASBURY ENVIRONMENTAL	USED OIL SERVICE	15265	2307055	95.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	163.14
08/10/23	SC FUELS	SC FUELS DELIVERED BULK FUEL DIESEL FOR	16341	2306983	1,347.99
08/10/23	SC FUELS	SC FUELS DELIVERED BULK FUEL DIESEL FOR	16342	2306983	3,871.49
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	71.06
08/10/23	THE PAPE GROUP INC	TIRES FOR SHOP FORKLIFT	16347	2307009	923.75
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	91.58
08/10/23	VERIZON WIRELESS	FLEET CELL PHONE-6/26/23-7/25/23	16549	2307048	112.18
08/10/23	RINCON TRUCK CENTER,	STOCK PARTS	16345	2306980	231.59
08/10/23	AT&T MOBILITY	CELL PHONES (JUNE 27, 2023-JULY 26, 2023)	16563	2307032	89.86
08/10/23	MCPEEK DODGE OF ANAH	UNIT 416 REPAIR	16340	2306956	1,417.61
08/10/23	HUB AUTO SUPPLY	PART FOR UNIT 420	16346	2306945	25.09
08/10/23	FACTORY MOTOR PARTS	SHOP SAFETY SUPPLY	16349	2306935	320.18
08/10/23	FACTORY MOTOR PARTS	SHOP SUPPLY	16350	2306935	33.15
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	154.03
08/16/23	RED WING BUSINESS AD	SAFETY BOOTS-C.R.	16682	2307102	183.55
08/10/23	TILLEY CRANE INSPECT	ANNUALLY CRANE INSPECTION	16344	2307011	1,800.00
08/10/23	FACTORY MOTOR PARTS	PART FOR UNIT 205	16348	2306935	37.39
08/16/23	SC FUELS	MONTHLY FUEL CARDS FOR JULY 2023	16638	2307112	28,400.87
08/16/23	RINCON TRUCK CENTER,	STOCK PARTS	16626	2307103	134.73
08/16/23	RINCON TRUCK CENTER,	PART FOR VACTOR #323	16628	2307103	270.39
08/16/23	SNAP-ON INDUSTRIAL	A/C 134A FILTERS	16630	2307114	287.80

08/16/23	FACTORY MOTOR PARTS	STOCK PARTS	16635	2307061	139.29
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	68.53
08/16/23	MCPEEK DODGE OF ANAH	PART FOR UNIT 416	16631	2307089	88.66
08/16/23	RON TURLEY ASSOCIATE	QUARTERLY HOSTING FLEET APP	16632	2307108	1,980.00
08/16/23	FACTORY MOTOR PARTS	STOCK BATTERY	16636	2307061	134.13
08/16/23	FACTORY MOTOR PARTS	STOCK BATTERIES	16637	2307061	578.29
08/23/23	CONTROLLED MOTION SO	HOSE REEL FOR CAMEL TRUCK UNIT 8969	16952	2307255	567.77
08/23/23	FACTORY MOTOR PARTS	BATTERY FOR UNIT 8656	16945	2307258	132.62
08/23/23	LONG BEACH BMW	BMW MOTORCYCLE TIRES	16947	2307261	500.40
08/31/23	LONG BEACH BMW	PART FOR BMW MOTORCYCLE	16948	2307308	17.62
08/23/23	LONG BEACH BMW	BMW STOCK PARTS	16949	2307261	868.92
08/31/23	LONG BEACH BMW	BMW COMMUNICATION MODERM	16950	2307308	589.77
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	68.53
08/31/23	SC FUELS	BULK GAS FOR FS-1	17125	2307335	4,781.81
08/31/23	SC FUELS	BULK DIESEL FOR FS-2	17126	2307335	2,065.24
08/31/23	RINCON TRUCK CENTER,	STOCK PARTS	17131	2307330	48.15
08/31/23	RINCON TRUCK CENTER,	STOCK PARTS	17130	2307330	16.14
09/06/23	GARDEN GROVE HYUNDAI	WINDSHIELD REPAIR FOR UNIT 297	17459	2307365	1,120.85
08/31/23	FACTORY MOTOR PARTS	STOCK PARTS	17127	2307289	309.01
08/31/23	THEODORE ROBINS FORD	PART FOR UNIT 8921	17128	2307341	70.10
08/31/23	CONNELL CHEVROLET	PART FOR UNIT 403	17129	2307280	142.90
		TOTAL PW - FLEET MGMT			**55,537.63**
11360053 ISF EQ FD R&C CAPITAL					
08/10/23	ZOLL MEDICAL CORPORA	AUTOPULSE LI ION BATTERY FOR CARDIAC	16355	2307028	3,050.44
08/10/23	ZOLL MEDICAL CORPORA	BATTERY LITHIUM ION SUREPOWER FOR	16356	2307028	853.40
08/16/23	ZOLL MEDICAL CORPORA	SINGLE BAY CHARGER/CARDIAC MONITOR	16627	2307139	1,078.13
08/31/23	ZOLL MEDICAL CORPORA	AUTOPULSE/CARDIAC MONITORS CABLES &	17026	2307349	1,164.45
08/31/23	ZOLL MEDICAL CORPORA	AUTOPULSE LHON BATTERY	17027	2307349	2,033.63
		TOTAL ISF EQ FD R&C CAPITAL			**8,180.05**
11370053 ISF EQ PD R&C CAPITAL					
08/23/23	GALLS, LLC	VEST - V. PEREZ	16760	2307171	1,302.23
08/23/23	GALLS, LLC	VEST - M. AVILA	16759	2307171	1,302.23
08/31/23	GALLS, LLC	VEST - L. WARDELL	16986	2307291	847.95
08/31/23	GALLS, LLC	VEST FOR DIAZ	16989	2307291	847.95
		TOTAL ISF EQ PD R&C CAPITAL			**4,300.36**
11400000 ISF CITY SELF INSURANCE					
08/14/23	PANISH, SHEA, BOYLE	INSURANCE PASS-THRU SETTLEMENT PMT	16655	2307049	12,500,000.00
08/14/23	TORKLAW, APC	INSURANCE PASS-THRU SETTLEMENT PMT	16656	2307050	100,000.00
08/14/23	TORKLAW, APC	INSURANCE PASS-THRU SETTLEMENT PMT	16657	2307051	100,000.00
08/23/23	ATHENS ADMINISTRATOR	WORKERS COMP ADMINISTRATION (A	16831	1032	135,000.00
		TOTAL ISF CITY SELF INSURANCE			**12,835,000.00**
11400400 SELF INSURANCE					
09/06/23	ATHENS ADMINISTRATOR	Replenishment of checks written for 8/1/23-8/31/23	17438	1093	1,142.53
		TOTAL SELF INSURANCE			**1,142.53**

11400411 SELF INSURANCE

08/31/23	LIEBERT, CASSIDY & W	HR RELATED CLAIMS	17058	2307306	3,814.50
08/23/23	LAWRENCE M. RICHMAN	FORENSIC & MEDICAL RETAINER - AUSTER	16743	2307199	7,488.86
08/10/23	EMPLOYMENT DEVELOPME	ACCT #932-0092-1 UNEMP BENEFITS (4/1/23 -	16473	2306934	2,627.00
08/10/23	PUBLIC RISK, INNOVAT	FY23/24 ALL RISK PROPERTY INSURANCE	16420	2307046	92,169.00
08/10/23	ALLIANT INSURANCE SE	MASTER CRIME INSURANCE FY 23/24	16556	1007	10,233.00
08/10/23	L/O OF BARBER & BAUE	CITY LEGAL SERVICES: DEFENSE OF Auster	16557	2307039	3,509.72
08/10/23	L/O OF BARBER & BAUE	CITY LEGAL SERVICES: DEFENSE OF Tilden	16558	2307039	10,117.69
08/10/23	HARPER AND BURNS, LL	CLAIMS LITIGATION - July 2023	16559	1009	9,632.95
08/23/23	THE COUNSELING TEAM	AUGUST MONTHLY EAP SERVICES FOR FVFD &	16960	2307236	1,100.00
08/31/23	VALENTINE, KATHLEEN	Settlement in full for claim	17013	2307347	190.00
		TOTAL SELF INSURANCE			**140,882.72**

11400430 SELF INSURANCE

08/10/23	THE LINCOLN NATIONAL	LIFE INSURANCE/LTD/ADD/EAP (08/01/23-	16519	2307008	2,747.18
08/09/23	FOUNTAIN VALLEY FIRE	FVFA LTD FOR SEPTEMBER 2023	16401	996	663.00
08/23/23	MYERS-STEVENS & TOOH	SEPTEMBER 2023 PORAC LTD (ACCT 54541)	16812	2307214	1,336.50
		TOTAL SELF INSURANCE			**4,746.68**

11500000 ISF EMPLOYEE BENEFITS

08/08/23	CALPERS	CALPERS MEDICAL - AUGUST 2023	15962	948	269,921.01
08/10/23	THE LINCOLN NATIONAL	LIFE INSURANCE/LTD/ADD/EAP (08/01/23-	16519	2307008	1,374.71
08/16/23	U.S. BANK N.A.	2015A POBS P&I DS PMT	16642	1025	1,098,562.50
08/09/23	U.S. BANK N.A.	PR PPE 080423 PAR & PRE DEDUCTIONS	16528	1005	3,571.88
08/09/23	MISSION SQUARE RET P	PR PPE 080423 RHF & RHS DED #803216	16529	1000	2,211.01
08/09/23	MISSION SQUARE RET P	PR PPE 080423 RHA & RHC DED #800389	16530	1001	1,131.11
08/09/23	MISSION SQUARE RET P	PR PPE 080423 RHM DED #800414	16531	1002	192.31
08/09/23	PAYFLEX SYSTEMS USA,	PR PPE 080423 FSD & FSM DEDUCTIONS	16532	1004	2,003.76
08/09/23	FOUNTAIN VALLEY CRED	PR PPE 080423 CU DEDUCTIONS	16533	994	45,146.10
08/09/23	FOUNTAIN VALLEY FIRE	PR PPE 080423 DFR DEDUCTIONS	16534	995	2,807.64
08/09/23	FOUNTAIN VALLEY GENE	PR PPE 080423 DGE DEDUCTIONS	16535	997	507.00
08/09/23	FOUNTAIN VALLEY POLI	PR PPE 080423 DPD DEDUCTIONS	16536	998	2,400.00
08/09/23	ORANGE COUNTY EMPLOY	PR PPE 080423 DPT & DYD DEDUCTIONS	16537	1003	399.85
08/09/23	FVPOA PAC	PR PPE 080423 POL DEDUCTIONS	16538	999	525.00
08/10/23	FRANCHISE TAX BOARD	ACCT# 607745390	16540	2306936	647.05
08/10/23	FRANCHISE TAX BOARD	ACCT# 573679043	16541	2306936	100.00
08/16/23	AFLAC	AUGUST 2023 AFLAC ACCT HH049	16697	2307053	2,650.74
08/18/23	CALPERS	CALPERS MEDICAL - SEPTEMBER 2023	16848	1026	261,332.99
08/23/23	STANDARD INSURANCE C	2308_VISION_COBRA	16911	2307234	60.44
08/23/23	STANDARD INSURANCE C	2308_VISION_ACTIVE	16912	2307235	2,256.72
08/23/23	MUNICIPAL DENTAL POO	SEPTEMBER 2023 DELTA DENTAL PPO	16974	2307212	10,010.49
08/23/23	MUNICIPAL DENTAL POO	SEPTEMBER 2023 DELTACARE HMO -	16977	2307262	2,223.56
08/23/23	FRANCHISE TAX BOARD	ACCT# 573679043	16985	2307259	100.00
08/23/23	FRANCHISE TAX BOARD	ACCT# 607745390	16988	2307260	647.05
08/23/23	FVPOA PAC	PR PPE 081823 POL DEDUCTIONS	16992	1040	510.00
08/23/23	ORANGE COUNTY EMPLOY	PR PPE 081823 DPT & DYD DEDUCTIONS	16993	1051	399.85
08/23/23	FOUNTAIN VALLEY POLI	PR PPE 081823 DPD DEDUCTIONS	16994	1039	2,350.00

08/23/23	FOUNTAIN VALLEY GENE	PR PPE 081823 DGE DEDUCTIONS	16995	1038	481.00
08/23/23	FOUNTAIN VALLEY FIRE	PR PPE 081823 DFR DEDUCTIONS	16996	1037	2,727.64
08/23/23	FOUNTAIN VALLEY CRED	PR PPE 081823 CU DEDUCTIONS	16997	1036	44,472.10
08/23/23	PAYFLEX SYSTEMS USA,	PR PPE 081823 FSD & FSM DEDUCTIONS	16998	1053	2,003.76
08/23/23	MISSION SQUARE RET P	PR PPE 081823 RHM DED #800414	16999	1047	203.54
08/23/23	MISSION SQUARE RET P	PR PPE 081823 RHA & RHC DED #800389	17000	1046	1,131.11
08/23/23	MISSION SQUARE RET P	PR PPE 081823 RHF & RHS DED #803216	17001	1045	2,186.01
08/23/23	U.S. BANK N.A.	PR PPE 081823 PAR & PRE DEDUCTIONS	17002	1058	3,145.15
09/06/23	U.S. BANK N.A.	PR PPE 090123 PAR & PRE DEDUCTIONS	17486	1105	2,602.78
09/06/23	MISSION SQUARE RET P	PR PPE 090123 RHF & RHS DED #803216	17487	1099	2,161.01
09/06/23	MISSION SQUARE RET P	PR PPE 090123 RHA & RHC DED #800389	17489	1100	1,131.11
09/06/23	MISSION SQUARE RET P	PR PPE 090123 RHM DED #800414	17490	1101	203.54
09/06/23	PAYFLEX SYSTEMS USA,	PR PPE 090123 FSD & FSM DEDUCTIONS	17491	1104	1,813.13
09/06/23	FOUNTAIN VALLEY CRED	PR PPE 090123 CU DEDUCTIONS	17492	1094	44,658.10
09/06/23	FOUNTAIN VALLEY FIRE	PR PPE 090123 DFR DEDUCTIONS	17493	1095	2,727.64
09/06/23	FOUNTAIN VALLEY GENE	PR PPE 090123 DGE DEDUCTIONS	17494	1096	481.00
09/06/23	FOUNTAIN VALLEY POLI	PR PPE 090123 DPD DEDUCTIONS	17495	1097	2,300.00
09/06/23	ORANGE COUNTY EMPLOY	PR PPE 090123 DPT & DYD DEDUCTIONS	17496	1103	399.85
09/06/23	FVPOA PAC	PR PPE 090123 POL DEDUCTIONS	17497	1098	495.00
		TOTAL ISF EMPLOYEE BENEFITS			**1,829,366.24**
11500450 EMPLOYEE BENEFITS					
08/08/23	CALPERS	CALPERS MEDICAL - AUGUST 2023	15962	948	29,686.08
08/23/23	STERLING HEALTH SERV	FSA ADMIN FEES 07/01/2023 - 07/31/2023	16786	1055	87.50
08/09/23	U.S. BANK N.A.	PR PPE 080423 PAR & PRE DEDUCTIONS	16528	1005	111.16
08/18/23	CALPERS	CALPERS MEDICAL - SEPTEMBER 2023	16848	1026	29,673.16
08/23/23	MISSION SQUARE RET P	OCTOBER 2023 RETIREE PAYMENT	16850	1044	130,393.13
08/23/23	MUNICIPAL DENTAL POO	SEPTEMBER 2023 DELTA DENTAL PPO	16974	2307212	10,509.87
08/23/23	MUNICIPAL DENTAL POO	SEPTEMBER 2023 DELTACARE HMO -	16977	2307262	445.78
08/23/23	U.S. BANK N.A.	PR PPE 081823 PAR & PRE DEDUCTIONS	17002	1058	82.59
09/06/23	U.S. BANK N.A.	PR PPE 090123 PAR & PRE DEDUCTIONS	17486	1105	72.30
		TOTAL EMPLOYEE BENEFITS			**201,061.57**
23030310 CDBG CODE ENFORCEMENT					
08/10/23	VERIZON WIRELESS	7/26-8/25 Plng, Bldg, CE CDBG Cell & Ipads	16480	2307021	79.79
		TOTAL CDBG CODE ENFORCEMENT			**79.79**
24000000 GT NON-DEPARTMENTAL					
08/10/23	SEQUEL CONTRACTORS	Contract Withholding: 1002	16575	2307040	19,213.71
08/10/23	SEQUEL CONTRACTORS	RETAINAGE RELEASE CONTRACT 21-36	16578	2307040	66,906.22
		TOTAL GT NON-DEPARTMENTAL			**86,119.93**
24095050 PW PROJECT (OPERATING)					
08/10/23	BUCKNAM INFRASTRUCTU	GIS OPERATION & MAINT JUNE 2023	16078	2306920	1,176.14
		TOTAL PW PROJECT (OPERATING)			**1,176.14**
24295001 TRAFFIC IMP					
08/31/23	AGA ENGINEERS, INC	TRAFFIC SIGNAL MOD - 8 INTERSECTIONS DEC	17011	2307268	197.00
08/31/23	OCTA	OCTA COOP AGMT NO C-0-2037 EDINGER	17051	2307315	25,305.00
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 02/19/2023	16859	2307281	252.56

08/31/23	AGA ENGINEERS, INC	ANNUAL TRAFFIC SIG TIMING MONITORING	16878	2307268	8,430.00
08/31/23	AGA ENGINEERS, INC	SPECS EUCLID & TALBERT MAR 2023	16889	2307268	2,065.00
08/31/23	AGA ENGINEERS, INC	TRAFFIC SIGNAL MOD 8 INTERSECTIONS MAR	17010	2307268	1,018.00
08/23/23	PSOMAS	MAR 23 (8)TRAFFIC SIGNAL MODIFICATION	16829	2307222	21,929.83
08/16/23	R J NOBLE	REHAB OF HEIL & WARD PP#2 4/1-4/30 2023	16573	2307095	820,814.43
08/31/23	AGA ENGINEERS, INC	ANNUAL TRAFFIC SIG TIMING MONITORING APR	16879	2307268	4,150.00
08/31/23	AGA ENGINEERS, INC	SPECS EUCLID & TALBERT APR 2023	16890	2307268	330.00
08/16/23	R J NOBLE	REHAB OF HEIL & WARD PP #3 4/1-4/30 2023	16574	2307095	13,164.08
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU APR 30, 2023	17136	2307355	901.07
08/23/23	PSOMAS	APR 23 (8)TRAFFIC SIGNAL MODIFICATION	16832	2307222	8,899.42
08/31/23	OCTA	COOP AGMT NO C-0-2039 WRNER TSSP NOV	17049	2307315	22,792.35
08/31/23	OCTA	COOP NO C-0-2038 TALBRT/MACART JUN 2021-	17050	2307315	19,584.31
08/31/23	AGA ENGINEERS, INC	ANNUAL TRAFFIC SIG TIMING MONITORING	16880	2307268	14,235.00
08/31/23	AGA ENGINEERS, INC	ASSESSMENT FV SCH SIGNAGE MAY 2023	16894	2307268	2,000.00
08/31/23	AGA ENGINEERS, INC	TRAFFIC SIGNAL MOD - 8 INTERSECTIONS MAY	16984	2307268	984.00
08/31/23	OCTA	COOP AGMT NO C-7-1828 MAGNOLIA (MAY2018-	17048	2307315	33,211.71
08/16/23	ILB ELECTRIC	TRAFFIC SIG MOD PP 10 MAY & JUNE 2023	16704	2307078	26,686.06
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 6/19/2023	16861	2307281	31,145.17
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 6/14/23, 6/16/23,	16868	2307281	6,775.55
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 4/18/2023	16871	2307352	287.00
08/31/23	AGA ENGINEERS, INC	ANNUAL TRAFFIC SIG TIMING MONITORING JUN	16881	2307268	4,765.00
08/31/23	AGA ENGINEERS, INC	SPECS EUCLID & TALBERT JUN 2023	16892	2307268	500.00
08/31/23	AGA ENGINEERS, INC	ASSESSMENT FV SCH SIGNAGE JUN 2023	16895	2307268	500.00
08/31/23	DMS CONSULTANTS INC	DESIGN ELLIS - BROOKHURST TO BUSHARD	16905	2307285	9,350.00
08/31/23	DMS CONSULTANTS INC	DESIGN WARNER - BROOKURST TO BUSHARD	16906	2307285	13,250.00
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU JUN 30, 2023	17137	2307355	354.93
		TOTAL TRAFFIC IMP			**1,093,877.47**
27097001 CRIMINAL DIVERSION					
08/23/23	PREMIER UNIFORMS	ALTERATIONS AND SHIPPING COSTS	16338	2307221	2,526.67
		TOTAL CRIMINAL DIVERSION			**2,526.67**
30095300 CAPITAL IMP - FACILITIES					
08/23/23	CHARLES TAYLOR ENVIR	ASBESTOS & LEAD SURVEY: 10-1000 PT CT	16747	1034	1,950.00
08/23/23	CHARLES TAYLOR ENVIR	ASBESTOS & LEAD SURVEY COMPLETE	16750	1034	4,489.00
		TOTAL CAPITAL IMP - FACILITIES			**6,439.00**
34095001 DRAINAGE					
08/31/23	NINYO AND MOORE GEOT	NB NEWLAND EMERGENCY MATERIALS	17042	2307312	19,541.00
08/31/23	DMS CONSULTANTS INC	DESIGN SVCS NEWLAND 6/13/23-7/17/23	16904	2307285	12,080.00
		TOTAL DRAINAGE			**31,621.00**
40000000 FVPFA DEBT SERVICE					
08/16/23	THE BANK OF NEW YORK	2017 CREBS DS PMT (P&I)	16643	1024	111,991.83
		TOTAL FVPFA DEBT SERVICE			**111,991.83**
50000000 WF NON-DEPARTMENTAL					
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 7/21/23	16392	2307019	230.76
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 7/27/23	16394	2307020	18.71
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 07/20/23	16395	2307017	46.56

08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 07/27/23	16396	2307014	33.11
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 07/27/23	16397	2307018	11.92
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 03/30/23	16398	2307016	80.00
08/10/23	UTILITY REFUND	UTILITY REFUND - FINALED 07/25/23	16399	2307015	54.80
08/23/23	UTILITY REFUND	UTILITY REFUND - FINALED 08/16/23	16778	2307245	116.60
08/23/23	UTILITY REFUND	UTILITY REFUND - FINALED 08/11/23	16782	2307248	17.18
08/23/23	UTILITY REFUND	UTILITY REFUND - FINALED 08/14/23	16785	2307247	23.26
08/23/23	UTILITY REFUND	UTILITY REFUND - FINALED 08/07/23	16787	2307246	19.49
08/23/23	UTILITY REFUND	UTILITY REFUND - FINALED 08/16/23	16788	2307244	100.39
09/06/23	UTILITY REFUND	UTILITY REFUND - FINALED 8/18/23	17060	2307388	91.62
09/06/23	UTILITY REFUND	UTILITY REFUND - FINALED 8/22/23	17061	2307385	157.10
09/06/23	UTILITY REFUND	UTILITY REFUND - ACTIVE ACCOUNT	17062	2307387	400.00
09/06/23	UTILITY REFUND	UTILITY REFUND - ACTIVE ACCOUNT	17163	2307386	1,192.10
		TOTAL WF NON-DEPARTMENTAL			**2,593.60**

50050570 WF WTR PROD. OPNS

08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 02/19/2023	16859	2307281	252.56
08/10/23	JENKINS, JEFFREY D	WELL 6 MIOX SERVICE	16566	1010	758.00
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU APR 30, 2023	17136	2307355	901.06
08/23/23	RED WING BUSINESS AD	SAFETY BOOTS - K. DEASON	16853	2307225	215.00
08/23/23	RED WING BUSINESS AD	SAFETY BOOTS - D. KELLY	16852	2307225	215.00
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR MAY & JUNE 2023	16863	2307281	10,161.80
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 6/14/23, 6/16/23,	16868	2307281	6,775.56
08/31/23	CROSSTOWN ELECTRICAL	FIBER OPTIC INTEG REPAIR 4/18/2023	16871	2307352	287.00
08/23/23	ORANGE COUNTY WATER	FY 2022/23 BASIN EQUITY ASSESSMENT 7/1/22 -	16957	1052	539,615.60
08/31/23	ITERIS INC.	FIBER OPTIC MAINTENANCE THRU JUN 30, 2023	17137	2307355	354.93
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	21.68
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	21.68
08/23/23	BLUE-WHITE INDUSTRIE	NAF PUMP TUBES	16285	2307147	790.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	78.12
08/16/23	VERIZON WIRELESS	WATER CELL PHONE- 6/26/23-7/25/23	16640	2307132	1,069.26
08/10/23	AT&T MOBILITY	CELL PHONES (JUNE 27, 2023-JULY 26, 2023)	16563	2307032	366.75
09/06/23	EWING IRRIGATION PRO	WELL 10 VACUUM ATTACHMENTS	17008	2307364	24.98
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	19.86
08/31/23	LIFECOM	GAS MONITOR CALIBRATION	17006	2307356	65.00
09/06/23	SMARDAN SUPPLY CO.	WELL 10 VACUUM COPPER	16915	2307369	103.83
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	19.86
08/23/23	AMAZON	PHONE COVER FOR M.S. -1WFW-9F1N-9QTJ	16741	1028	24.96
08/23/23	AMAZON	SHARPIES FOR J.M.-1VR7-7NHK-9X6M	16742	1029	14.79
08/23/23	MUNICIPAL WATER DIST	JULY 2023 - IMPORT WATER	16870	2307213	3,325.69
08/23/23	AMAZON	SPIRALS, PENS, HIGHLIGHTERS-1J6G-9H3G-	16811	1030	43.35
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	19.86
08/23/23	SO CALIF EDISON CO	RESERVOIR & WELL ELEC 7/3/23- 8/15/23	16910	2307231	94,709.28
08/30/23	ORANGE COUNTY WATER	RECYCLED WATER USAGE 4/23/23 TO 8/13/23	17072	1084	249,328.12
		TOTAL WF WTR PROD. OPNS			**909,583.58**

50050571 WF DISTRIBUTION SYSTEM

08/10/23	BUCKNAM INFRASTRUCTU	GIS OPERATION & MAINT JUNE 2023	16078	2306920	1,176.14
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	26.22
08/10/23	RED WING BUSINESS AD	SAFETY BOOTS-E.M.	16447	2306978	215.00
08/10/23	HANSON AGGREGATES, L	ROAD BASE	16444	2306943	325.72
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	25.46
08/10/23	RED WING BUSINESS AD	SAFETY BOOTS-F.R.	16446	2306977	215.00
08/23/23	RED WING BUSINESS AD	SAFETY BOOTS-J.S.	16696	2307226	215.00
08/23/23	RED WING BUSINESS AD	SAFETY BOOTS-J.C.	16698	2307227	215.00
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	25.46
08/10/23	YO FIRE	DUCTILE SPOOLS	16441	2307027	696.00
08/10/23	SMARDAN SUPPLY CO.	PIPE FITTINGS	16445	2306986	211.66
08/10/23	FERGUSON ENTERPRISES	SOIL PIPE CUTTER	16543	2307034	904.64
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	25.46
08/23/23	HANSON AGGREGATES, L	CRUSHED ROCK	16692	2307192	598.27
08/23/23	HANSON AGGREGATES, L	ROAD BASE	16699	2307194	324.19
08/10/23	GRAINGER, INC.	GLOVES AND UTILITY ROLL	16544	2306940	128.54
08/10/23	PR DIAMOND PRODUCTS,	14" BLADES	16546	2306965	1,087.00
08/23/23	FERGUSON ENTERPRISES	TOOLS-PIPE LOCATOR	16690	2307170	194.28
08/23/23	UNITED RENTALS NORTH	TOOLS-SAW BLADES ETC.	16694	2307243	605.67
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	55.44
08/23/23	UNITED RENTALS NORTH	SAFETY VESTS	16691	2307242	195.64
08/31/23	MUNICIPAL WATER DIST	FY 23-24 CHOICE PROGRAMS	17044	2307311	18,607.59
08/23/23	J & R CONCRETE	CONCRETE BOX AND LIDS	16693	2307196	1,530.05
08/23/23	HANSON AGGREGATES, L	SAND	16695	2307193	1,023.39
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	35.32
08/31/23	HANSON AGGREGATES, L	ROAD BASE	17022	2307354	335.89
08/31/23	VULCAN MATERIAL COMP	COLD MIX ASPHALT	17020	2307359	1,395.59
08/23/23	BARLOW, ALEXANDRA	EXP#000007 REFUND FV INVOICE# 4947	17019	2307253	662.26
		TOTAL WF DISTRIBUTION SYSTEM			**31,055.88**
50050572 WF WTR QUAL & TREATMENT					
08/10/23	SIERRA ANALYTICAL LA	WATER QUALITY SAMPLING 6/05-6/26 2023	16479	2306984	5,584.00
08/16/23	SWEETNER PROD	SALT FOR CHLORINE	16661	2307124	2,801.60
		TOTAL WF WTR QUAL & TREATMENT			**8,385.60**
50050573 WF CUSTOMER SERVICE					
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	6.54
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	6.54
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	6.54
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	6.40
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	6.40
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	6.40
		TOTAL WF CUSTOMER SERVICE			**38.82**
50050574 WF METER M & R					
08/10/23	AQUA-METRIC SALES	MXU PARTS	16443	2306902	62.91
08/10/23	AQUA-METRIC SALES	MXU ADAPTER PARTS	16542	2307029	105.14
		TOTAL WF METER M & R			**168.05**

50150580 SF SEWER MAINTENANCE

08/10/23	OC SANITATION DISTRI	Q2 22/23 FOG INSPECTIONS	16251	2306961	91.50
08/10/23	OC SANITATION DISTRI	Q3 2022/2023 FOG INSPECTIONS	16253	2306961	640.50
08/10/23	BUCKNAM INFRASTRUCTU	GIS OPERATION & MAINT JUNE 2023	16078	2306920	1,176.14
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/6/23)	16483	2307056	8.77
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/13/23)	16484	2307056	8.77
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/20/23)	16485	2307056	8.77
08/10/23	AT&T MOBILITY	CELL PHONES (JUNE 27, 2023-JULY 26, 2023)	16563	2307032	88.42
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-JULY (7/27/23)	16486	2307056	8.77
08/16/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8/3/23)	16487	2307056	8.77
08/23/23	SO CALIF EDISON CO	SEWER LIFT STATION ELECTRICITY 7/14/23 -	16849	2307229	421.69
08/23/23	CERTIFIED SEWER INSP	PACP/MACP/LACP CLASS FOR S.K. & B.P.	16718	2307151	1,905.00
08/23/23	CINTAS CORPORATION 6	UNIFORM RENTAL-AUGUST (8-17-23)	16862	2307152	8.77
		TOTAL SF SEWER MAINTENANCE			**4,375.87**

50195000 SEWER FUND

08/31/23	MICHAEL BAKER INTERN	DES SVCS - SEWER REHAB PROJ THRU JUN 30,	17021	2307310	3,617.00
		TOTAL SEWER FUND			**3,617.00**

50250590 SWF SOLID WASTE

08/23/23	WSP USA, INC	TRASH ORDER IMPLEMENTATION PLAN/MAP	16896	2307252	444.00
08/23/23	WSP USA, INC	TRASH ORDER IMPLEMENTATION PLAN/MAP	16897	2307252	2,939.78
08/10/23	SURE-CLOSE, INC	SURE-CLOSE FOOD SCRAP CONTAINERS	16088	2307005	28,200.00
08/23/23	WSP USA, INC	TRASH ORDER IMPLEMENTATION PLAN/MAP	16898	2307252	4,944.00
08/23/23	MICHAEL BALLIET CONS	COMPLIANCE PROG DEV ASSIST SB1383 FEB	16902	2307209	2,093.75
08/10/23	REPUBLIC SERVICES, I	RUBBISH HAULING - JULY 2023	16391	2306979	367,085.90
		TOTAL SWF SOLID WASTE			**405,707.43**

60030301 CUSTODIAL - BLDG SAFETY

08/31/23	BLDG REFUND	REFUND FOR OVER CHARGE ON OC	16512	2307273	53.00
08/31/23	OC SANITATION DISTRI	JULY 2023 SEWER CONNECTION	16513	2307314	13,883.18
		TOTAL CUSTODIAL - BLDG SAFETY			**13.936.18**

TOTAL **$20,073,001.73**

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: City of Fountain Valley Six Month Strategic Objectives Adoption for May 11, 2023 through November 16, 2023

Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☒ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☒ Attract and retain quality staff through best practices and trends
☒ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:
On May 11, 2023 the City Council held a strategic planning session with executive management team and department managers. Those that were in attendance collaborated to establish the City's vision and mission statements, three-year goals and six-month strategic planning objectives for May 11, 2023 through November 16, 2023 for adoption. The strategic plan has and will continue to serve as a guideline for both the Council and City staff as we work to achieve our goals over the next few years. The Strategic Plan goals on the attached spreadsheet have been updated so that the City Council can see the progress that has been made on the action items.

DISCUSSION:
During the City's Strategic Planning session on May 11, 2023, City Council, executive management team including department managers discussed achievements and missed opportunities. There were group discussions that led to the creation of the City's vision and mission statements.

The City of Fountain Valley vision statement is:
Fountain Valley is a safe, inclusive, and desirable community where you can live your best life!

The City of Fountain Valley mission statement is:
The City of Fountain Valley is a team driven organization committed to providing excellent service to our community through our Core Values: Fiscal Stability, Honesty, Integrity and Ethical Behavior, Teamwork, Innovation, Quality of Life, and Excellent Customer Service.

Through the collaborative efforts, City Council and City staff help clearly define the goals and priorities of the City in which a finalized Six Month Strategic Objectives Matrix for May 11, 2023 through November 16, 2023 was prepared for adoption.

The recommended 2023-2026 goals were agreed upon and are not in any priority:

- Enhance the culture and environment of "A Nice Place to Live"
- Achieve fiscal stability by evaluating processes and attract and retain revenue producing businesses/opportunities
- Attract and retain quality staff through best practices and trends
- Maintain, build, and modernize infrastructure to support growth and future needs of the City

City Council and City staff prepared the six-month objectives in support of the new goals for 2023-2026. These objectives and staff's progress toward achieving them are attached for your reference under Attachment No. 1.

FISCAL REVIEW:
The fiscal impact has been budgeted in Fiscal Year 2023-24.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
Attorney for the City has reviewed this item.

ALTERNATIVES:

Alternative No. 1:	Adopt the vision and mission statements, six-month strategic objectives matrix for May 11, 2023 through November 16, 2023.
Alternative No. 2:	Direct staff to take an alternate action.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1.

Prepared by:	Maggie Le, City Manager
Reviewed by:	Ryan Smith, Finance Director
Approved by:	Colin Burns, Attorney for the City

Attachment:

1. Six Month Strategic Objectives Matrix for May 11, 2023 – November 16, 2023

C I T Y O F F O U N T A I N V A L L E Y

SIX-MONTH STRATEGIC OBJECTIVES

May 11, 2023 – November 16, 2023

City of Fountain Valley Vision Statement

Fountain Valley is a safe, inclusive, and desirable community where you can live your best life!

City of Fountain Valley Mission Statement

The City of Fountain Valley is a team driven organization committed to providing excellent service to our community through our core values.

Core Values

Fiscal Stability, Honesty, Integrity and Ethical Behavior, Teamwork, Innovation, Quality of Life, and Excellent Customer Service

	THREE-YEAR GOAL: **ENHANCE THE CULTURE AND ENVIRONMENT OF "A NICE PLACE TO LIVE"**						
WHEN	**WHO**	**WHAT**	**STATUS**				**COMMENTS**
			DONE	ON TARGET	REVISED	BUDGET	
1. By August 15, 2023, City Council meeting	Police Chief and Finance Director	Review and present options to solicitor/peddler city ordinance.	X			N/A	Presented at a City Council Study Session on August 15, 2023.
2. By June 6, 2023, City Council meeting	Police Chief	Facilitate a new contract for unhoused outreach and engagement.	X			N/A	Contract Approved by City Council
3. By August 1, 2023	Community Services Director/City Clerk/Deputy City Manager	Present to City Manager a unified messaging platform to help brand public facing information.	X			$9,000	New City logo and brand identity guide has been submitted to the City Manager for Review
4. By September 19, 2023, City Council Meeting	Community Services Director and City Clerk	Present to City Council for direction a proposal for a robust and professional community survey on the quality of services in Fountain Valley.		X		$30,000	Staff has received multiple quotes on providing a robust professional survey and option will be presented to CC on 9/19 study session

A

	THREE-YEAR GOAL: ***ACHIEVE FISCAL STABILITY BY EVALUATING PROCESSES, AND* ATTRACT AND RETAIN REVENUE PRODUCING BUSINESSES/OPPORTUNITIES**						
WHEN	**WHO**	**WHAT**	**STATUS**				**COMMENTS**
			DONE	ON TARGET	REVISED	BUDGET	
1. By October 31, City Council meeting	Deputy City Manager/Community Development Director	Complete and present Economic Development plan update.			X	In budget	Draft presented to City Council on July 18, 2023. Currently under revision based on comments received.
2. By November 7, 2023, City Council meeting	Deputy City Manager/Community Development Director	Complete the Crossings Specific Plan rebranding.		X		In budget	Working with consultant on finalizing options and scheduling Study Session.
3. By October 3, 2023, City Council meeting	Finance Director	Identify facilities in need of major repair or replacement and place in a newly created fund.		X		N/A	
4. By August 1, 2023	Finance Director	Retain services of a consultant to conduct a fee study and present to the City Manager.	X			In budget	Contract under review to retain the services of Wildan Group
5.. By October 3, 2023	Deputy City Manager/Community Development Director	Retain services of a consultant to identify surplus land for possible hotels and present to City Manager.	X			In budget	Contract completed

B

	THREE-YEAR GOAL: **ATTRACT AND RETAIN QUALITY STAFF THROUGH BEST PRACTICES AND TRENDS**						
WHEN	**WHO**	**WHAT**	**STATUS**				**COMMENTS**
			DONE	ON TARGET	REVISED	BUDGET	
1. By June 6, 2023, City Council Meeting	Cross City Committee with Oversite/Assistance From Fire Chief and HR Director	Present results from Engagement Team – Increase Engagement of staff for teambuilding, equity, inclusion, retention, and morale.	X			$25,000	Completed in study session
2. By June 6, 2023, City Council meeting	HR Director-lead, Community Services Director, Police Chief, Public Works Director, Fire Chief	Staff to identify creative solutions and options to address the current trends in workforce and labor market that are having a negative impact on recruitment and retention efforts.	X				Completed in study session
3. By June 6, 2023, City Council meeting	PW Director-lead, Community Services Director, HR Director, Police Chief, and IT Director	Present to City Council suggested improvements to the hiring and on-boarding process.	X			$10,000/annually	IT and HR are working to implement Neo-Gov onboarding software and single sign-on. Completed in study session
4. By December 5, 2023 City Council meeting	HR Director, Community Services Director and Engagement Team	Present and bring forward top trends in workforce and labor market for approval and adoption.		X			New engagement team is re-engaging the group and will revisit labor trends to prioritize.
5. By July 31, 2023, Council Communicator	HR Director-lead and Engagement Team	Conduct survey to identify enhancements to employee benefits and provide to Council in the Council Communicator.	X				Provided in the first Council Communicator in August 2023.

C

	THREE-YEAR GOAL: **MAINTAIN, BUILD, AND MODERNIZE INFRASTRUCTURE TO SUPPORT GROWTH AND FUTURE NEEDS OF THE CITY**						
WHEN	**WHO**	**WHAT**	**STATUS**				**COMMENTS**
			DONE	ON TARGET	REVISED	BUDGET	
1. By September 16, 2023, City Council meeting	Public Works Director and Deputy Public Works Director	Present the status of 405 Fwy Project.	X				Done: OCTA provided an update on June 6, 2023 City Council Meeting.
2. By October 17, 2023, City Council meeting	IT Director	Present the status of Office 365 and new servers-Nutanix.		X			IT is on schedule to finish the O365 email migration and Server migration to Nutanix.
3. By October 17, 2023 City Council meeting	Public Works Director and Deputy Public Works Director	Present the status of fiber optics phase one.		X			On Target
4. By July 20, 2023	Deputy City Manager/Interim Public Works Director/Fire Chief	Secure property, close escrow and initiate RFP for design, explore and identify revenue sources for 17101 Bushard property.	X				We closed escrow, the RFP has been posted, the property has been secured with fencing and cameras, and revenue sources are being evaluated both internally and through the RFP.
5. By November 21, 2023, City Council meeting	Deputy City Manager/Community Development Director	Present General Plan update and EIR adoption.				X	Currently responding to public comments and preparing related amendments to the Zoning Code.

D

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-24 budget

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Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Attract and retain revenue-producing businesses
☐ Achieve fiscal stability in accordance with the 20-Year Financial Plan
☐ Attract and retain quality staff
☐ Not applicable

EXECUTIVE SUMMARY:

The State Office of Traffic Safety offers local law enforcement agencies grants to staff selective traffic enforcement programs on an overtime basis. The time period for this grant is based on the Federal Fiscal Year beginning October 1, 2023, and ending September 30, 2024. This grant consists of a comprehensive program, which includes overtime funding for selective enforcement details, bicycle safety programs, Officer training, and specialized equipment. Due to strict timelines, Staff submitted a grant application in keeping with the Office of Traffic Safety guidelines, which are explained in detail below. This was a competitive process, and the City was granted money in part because of its collision rates. Council's authorization is required to accept these funds and begin this program. The City will be reimbursed for overtime costs, training costs and equipment in the amount of $60,000.

DISCUSSION:

The Police Department is committed to traffic safety in the City. The Police Department is continually analyzing traffic trends in an effort to combat DUI, hazardous vehicle operation violations, and the reduction of traffic collisions. The grant requires traffic enforcement components, such as DUI checkpoints, DUI saturation patrols, primary collision factor violations, distracted driver, motorcycle, pedestrian and bicycle enforcement, be conducted in an effort to reduce injury collisions. These components are

designed to complement existing Police Department programs and are to be conducted on an overtime basis.

DUI checkpoints, DUI saturation patrols, the enforcement of primary collision factor violations, distracted drivers, motorcycle, pedestrian and bicycle violation enforcement activities are effective ways to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle in a dangerous manner.

The Police Department was awarded the grant in the amount of $60,000. Of the amount awarded, $57,000 is to cover overtime expenses for staffing various enforcement and education components. The enforcement programs will be placed at different locations and time frames as determined by traffic collision analysis. The grant provides reimbursement for two DUI checkpoints to be conducted during the summer and winter holiday. Additionally, the grant provides the funding to operate two bicycle safety programs at local elementary schools. The grant also provides $1,800 in travel expenses for traffic-related training, which is approved by the California Office of Traffic Safety. Additionally, the grant will provide for the purchase of $1,200 in equipment (DUI checkpoint supplies).

Projected goals for the program are as follows:

1. To reduce the number of collisions and the number of victims killed or injured in alcohol-involved collisions.

2. To reduce the number of collisions and the number of victims killed or injured as a result of violations of the California Vehicle Code to include: Primary collision factor, distracted driver, and motorcycle-related violations.

3. To reduce the number of bicyclists and pedestrians killed or injured as a result of a collision.

The total program costs are $60,000. The City will receive 100 percent reimbursement for these costs as a result of the grant.

FISCAL REVIEW:
The OTS grant allocation for the City of Fountain Valley is $60,000, which is the projected expense to staff a variety of enforcement components. The following is a breakdown of enforcement components and reimbursable costs:

Enforcement Component	Reimbursable Overtime Costs
DUI/DL Checkpoints	$19,000
DUI Saturation Patrols	17,100
Collaborative DUI Enforcement	2,700
Traffic Enforcement	8,100
Distractive Driving	2,700
Motorcycle Safety Enforcement	1,800
Bicycle/Pedestrian Safety Enforcement	1,800
Collaborative Traffic Enforcement	2,700
Traffic Safety Education Presentations	1,100
SUBTOTAL	**$57,000**

Training	Reimbursable Costs
Travel Expenses For California Office of Traffic Safety Approved Training	$1,800
SUBTOTAL	**$1,800**

Other Direct Costs	Reimbursable Costs
DUI Checkpoint Supplies	$1,200
SUBTOTAL	**$1,200**

GRAND TOTAL **$60,000**

Without the grant money, the Police Department will have to spend budgeted money for overtime to staff each component, and these expenses would not be reimbursed. The Police Department would then have to choose between incurring these costs or neglecting valuable enforcement and education tools.

The Budget Amendment appropriates $60,000 in additional revenue from the State of California Office of Traffic Safety. The revenue will be posted to the Federal OTS Step Grant account in the Police Department Criminal Diversion grants program 270.70.97002.44003, and the purchase will be expensed to the following accounts below:

Fund	Dept	Program	Object	Description	Amount
270	70	97002	50150	Overtime/Callback Sworn	$57,000
270	70	97002	53052	Educational Meetings Emp	$ 1,800
270	70	97002	55505	Misc. Equipment	$ 1,200
				TOTAL:	$60,000

The current FY 2023-24 adopted budget includes sufficient appropriations for these expenditures. No additional expenditure appropriations are needed at this time.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney(s) for the City has reviewed and concurs with the recommended action.

ALTERNATIVES:

Alternative No. 1: Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES Fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-24 budget.

Alternative No. 2: Do not approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-24 budget and provide direction to Staff.

RECOMMENDATION:

Staff is requesting City Council approve Alternative No. 1**:** Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2023-24 budget COPS/SLES fund in the amount of $60,000 and appropriate an expenditure to incorporate the changes into the FY 2023-24 budget.

Prepared by:	Brian D. Mosher, Sergeant
Reviewed by:	Matthew L. Sheppard, Chief of Police
Fiscal Review:	Ryan Smith, Finance Director
Attorney Review:	Alexandra Halfman, Attorney for the City
Approved by:	Maggie Le, City Manager

Attachments:
1. OTS S.T.E.P. grant documents

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY AUTHORIZING AND ACCEPTING THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND AMENDING THE FY 2023-2024 BUDGET TO INCREASE APPROPRIATIONS IN THE AMOUNT OF $60,000

WHEREAS, the City Council recognizes the enforcement of traffic laws and the education of the public in traffic safety are important components in maintaining safe streets and fulfilling the Police Department's Traffic Plan; and

WHEREAS, the City Council recognizes the acceptance of the Office of Traffic Safety grant money will allow the purchase of enforcement and equipment, which will assist he Police Department in the enforcement of traffic laws and in the education of the public in traffic safety; and

WHEREAS, the City Council recognizes the acceptance of this Office of Traffic Safety grant money will allow additional traffic enforcement programs that will complement the Police Department's existing Traffic Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain Valley that the City Manager is authorized to accept the "Selective Traffic Enforcement Program" grant and enter into the resultant grant agreement and any amendments, the Office of Traffic Safety (OTS) to fund equipment purchased, training and overtime costs to staff selective traffic enforcement, DUI checkpoints and DUI saturation patrols between October 1, 2023 and September 30, 2024, in the amount of $60,000. The Director of Finance, or his/her designee, shall amend the FY 2023-2024 budget and appropriate an expenditure to incorporate the changes into the FY 2023-2024 budget in the amount of $60,000.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at the regular adjourned meeting this 19th day of September 2023.

ATTEST:

_____ _____

Rick Miller, City Clerk Kim Constantine, Mayor

APPROVED AS TO FORM:
HARPER & BURNS LLP

_____
Attorneys for the City

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Fountain Valley

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Fountain Valley Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $60,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Brian Mosher
TITLE: Traffic Sergeant
EMAIL: brian.mosher@fountainvalley.gov
PHONE: (714) 593-4481
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Maggie Le
TITLE: City Manager
EMAIL: maggie.le@fountainvalley.gov
PHONE: (714) 593-4410
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Ryan Smith
TITLE: Finance Director
EMAIL: ryan.smith@fountainvalley.gov
PHONE: (714) 593-4501
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: E6HUBPTD4AZ1 REGISTERED ADDRESS: 10200 Slater Ave. CITY: Fountain Valley ZIP+4: 92708-4736

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$60,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$60,000.00**
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$60,000.00**

1. PROBLEM STATEMENT

The City of Fountain Valley is located in Orange County, California, just north of Huntington Beach, Costa Mesa, and Newport Beach, and just south of Santa Ana and Anaheim. Given that the geographical size of Fountain Valley is roughly 10 square miles, mostly comprised of several major, arterial highways and many ingress/egress ramps to the 405 freeway, the fatal and injury rate of crashes is alarming.

According to the Office of Traffic Safety statistics for the year 2020, the City of Fountain Valley was identified as part of group C based on population size. The group was made up of 106 cities, of which Fountain Valley ranked 69th with respect to crashes involving fatalities and injuries, when compared to other cities throughout the state within the same group. This indicates drivers within the City of Fountain Valley are more likely to be involved in a traffic crash resulting in injury or death, greater than 37 other cities of comparable size. The City of Fountain Valley continues to rank high among cities within its population group for injury traffic crashes and alcohol-involved injury traffic crashes. Fountain Valley also ranked high regarding speed related crashes, bicycle involved crashes, and pedestrian crashes. Of concern, Fountain Valley ranked 19 out of 106 regarding bicyclists under 15 years old who were injured or killed in traffic crashes and 58 out of 106 with regards to pedestrian crashes.

Since 2020, until now, the City of Fountain Valley has experienced 18 crashes resulting in 18 fatalities. At least 2 crashes involved motorcycle riders who were killed, 6 crashes involved pedestrians who were killed, and 5 fatal bicyclist crashes. In two of those crashes, at least one party that was tested was found to be under the influence of alcohol, drugs, or a combination of mind-altering substances. Upon examining primary crash factors of these 18 crashes, Right-Of-Way violations were the most common as the primary factor in 7 crashes (CVC 21801(a), 21804(a), 21954(a), 21950(a), 22103). Speed was a primary factor in 4 crashes and mentioned as a contributing factor in at least 3 other crashes. Finally, red light violations (CVC 21453(a)) were listed as primary crash factors in at least 2 of these crashes. Aside from fatal traffic crashes, an approximate 1,233 people have been injured in traffic crashes in the City of Fountain Valley since 2020.

With the assistance of OTS funds, the Fountain Valley Police Department aims to mitigate the crash rate while simultaneously increasing the overall highway safety of the roads in Fountain Valley by targeting the population of individuals driving upon the Fountain Valley roadways. The City of Fountain Valley is not funded to provide traffic enforcement operations on an overtime basis to address our traffic problem. Without funding from OTS, these operations to reduce injury traffic crashes would not be possible.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	3
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	19
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	9
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	3
16. Participate in highly visible collaborative Traffic Enforcement operations.	3
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.

- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$40,000.00
402PT-24	20.600	State and Community Highway Safety	$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$9,500.00	2	$19,000.00
DUI Saturation Patrols	164AL-24	$900.00	19	$17,100.00
Collaborative DUI Enforcement	164AL-24	$900.00	3	$2,700.00
Traffic Enforcement	402PT-24	$900.00	9	$8,100.00
Distracted Driving	402PT-24	$900.00	3	$2,700.00
Motorcycle Safety	402PT-24	$900.00	2	$1,800.00
Pedestrian and Bicycle Enforcement	402PT-24	$900.00	2	$1,800.00
Collaborative Traffic Enforcement	402PT-24	$900.00	3	$2,700.00
Traffic Safety Education	402PT-24	$550.00	2	$1,100.00
Category Sub-Total				$57,000.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$1,800.00	1	$1,800.00
				$0.00
Category Sub-Total				$1,800.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	$1,200.00	1	$1,200.00
Category Sub-Total				$1,200.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$60,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for Water Quality Testing Services

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Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☐ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

The City of Fountain Valley Water Department vigilantly safeguards the City's water supply to ensure that the water delivered to our customers meets or exceeds federal and state drinking water quality standards. Pursuant to the California Safe Drinking Water Act, the City's water supply is monitored for contaminants through ongoing drinking water quality testing.

The City's water quality testing program consists of daily, weekly, monthly and quarterly water sampling and testing conducted by City staff and an outside laboratory.

In accordance with the City's procurement policies, the City issued a request for quote (RFQ) for the required outside water quality testing services.

Based on the quotes received and the quality of service provided during a trial period, staff is requesting that the City Council award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for Water Quality Testing Services.

DISCUSSION:

The City of Fountain Valley Water Department vigilantly safeguards the City's water supply to ensure that the water delivered to our customers meets or exceeds the drinking water quality standards established and enforced by the U.S. Environmental Protection Agency and the State Water Resources Control Board, Division of Drinking Water. Pursuant to the California

Safe Drinking Water Act, the City's water supply is monitored for over 100 contaminants through ongoing drinking water quality testing.

For the past few years, the City has relied solely on groundwater pumped from a natural underground aquifer for its water supply. This groundwater basin is managed by the Orange County Water District and replenished with water from the Santa Ana River, local rainfall, recycled Groundwater Replenishment System (GWRS) water and imported water. However, the City does have the ability to supply imported water, when needed, from the Colorado River and Northern California provided by the Metropolitan Water District of Southern California via the Municipal Water District of Orange County.

Since the City's water supply has multiple sources, the water is constantly monitored from source to tap through drinking water quality testing programs carried out by the Orange County Water District for groundwater, the Metropolitan Water District of Southern California for treated surface water (imported water) and the City for the local water distribution system.

The City's water quality testing program consists of daily, weekly, monthly and quarterly water sampling and testing conducted by City staff and an outside laboratory. The outside laboratory is required to be a California State Water Resources Control Board certified laboratory and is responsible for the following:

- Weekly sampling/testing from 30 approved representative sample sites for total chlorine residuals, Heterotrophic plate counts and the presence/absence of total coliform and E. Coli
- Monthly sampling/general physical quality analysis from 30 approved representative sample sites, plus an additional 8 samples in months with 5 weeks, for turbidity, odor, color, field pH and temperature
- Monthly testing for Heterotrophic plate counts and the presence/absence of total coliform and E. Coli of 6 raw well water samples collected by City staff and picked up by laboratory
- Monthly testing of one sample collected by City staff and picked up by laboratory for Fluoride
- Quarterly sampling/testing from 8 approved sample sites for total trihalomethanes (TTHM) and haloacetic acids (HAA5)
- Repeat sampling/testing as needed
- Testing of samples provided by City and picked up by laboratory for the City's lead and copper monitoring program and lead testing in schools

All testing must be conducted in accordance with "Standard Methods", Title 22 of the California Code of Regulations entitled "California Domestic Water Quality and Monitoring Regulations", the Clean Water Act and the Code of Federal Regulations. Testing data must be reported in the required format, in accordance with the EPA Information Collection Rule.

In accordance with the City's procurement policies, the City issued a request for quote (RFQ) on Planet Bids on August 11, 2022, for water quality testing services. On September 1, 2022, the City received a total of five (5) quotes from qualified laboratories.

		Clinical Laboratory of San Bernardino	Sierra Analytical Labs	Alpha Analytical Laboratories	Montrose Environmental Group	Rubicon Engineering Corporation
Coliform SM 9223 P/A	ea.	$ 8.50	$ 10.00	$ 11.00	$ 20.00	$ 30.00
HPC SM 9215	ea.	$ 8.50	$ 8.00	$ 11.00	$ 25.50	$ 30.00
Field Cl Residual (Total)	ea.	$ 0.00	$ 2.00	$ 3.50	$ 15.00	$ 35.00
Field pH	ea.	$ 0.00	$ 10.00	$ 3.50	$ 15.00	$ 20.00
Field Temp.	ea.	$ 0.00	$ 0.00	$ 3.50	$ 0.00	$ 20.00
General Physical Panel	ea.	$ 15.00	$ 18.00	$ 30.00	$ 76.50	$ 20.00
Fluoride EPA 300.0	ea.	$ 10.00	$ 30.00	$ 20.00	$ 20.00	$ 30.00
552 Haloacetic Acids	ea.	$100.00	$125.00	$ 60.00	$115.00	$135.00
524 Trihalomethanes	ea.	$ 35.00	$ 50.00	$ 50.00	$ 63.75	$135.00
Estimated Quarterly Total*		$ 8,580	$ 11,210	$ 13,450	$ 31,505	$ 41,850
Estimated Annual Total*		$ 34,320	$ 44,840	$ 53,800	$126,020	$167,400

**Estimated totals are based on 1,369 scheduled tests per quarter and 5,476 scheduled tests per year. They do not include costs for resampling. Additional costs for sample collection may apply.*

The lowest quote was from Clinical Laboratory of San Bernardino, the laboratory that the City had been using for the past several years. Unfortunately, the City had been receiving unsatisfactory service from Clinical Laboratory of San Bernardino following a staffing change. This resulted in false positives, resampling, additional samples and inaccurate results due to poor sampling procedures. As a result, the City wanted to go with the second lowest quote from Sierra Analytical Labs, Inc.

Before entering into a multi-year contract with Sierra Analytical Labs, staff opted to utilize their services on a trial basis. Staff has been using Sierra Analytical Labs since October 2022 and has been satisfied with the water quality testing services provided. The City has not had a single false positive test result since utilizing their services.

Sierra Analytical has agreed to honor the pricing they submitted in response to the request for quote for the first two-year term of the contract. Therefore, staff would like to proceed with a two-year contract in an amount not to exceed $70,000 annually, with the option to extend the contract for up to two additional two-year periods. Each extension, along with any changes to the cost of service, will be presented to City Council for review and approval.

Awarding a contract to Sierra Analytical Labs supports the City's strategic goal of enhancing the culture and environment of "A Nice Place to Live" by helping to ensure that the water delivered to our customers continues to meet or exceed the quality standards required by federal and state regulatory agencies.

FISCAL REVIEW:
The cost of the contract is for an amount not to exceed $70,000 annually, which will be expensed to the Public Works' Water Quality & Treatment – Professional Services account (500.50.50572.53003) within the Water Utility Fund.

The approved FY 2023-24 budget allocates $60,000 specifically for water quality monitoring services in the Public Works' Water Quality & Treatment – Professional Services account (500.50.50572.53003). Plus there is an additional $10,000 for water quality reporting in the same account that can be used to ensure that there are sufficient funds for any required water quality testing. Therefore, there are sufficient funds for this contract.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney for the City has reviewed and approved the contract.

ALTERNATIVES:

Alternative No. 1: Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for water quality testing services. This is the recommended action.

Alternative No. 2: Do not award a contract to Sierra Analytical Labs, Inc. and direct staff to issue a contract to another laboratory. This is not recommended because Sierra Analytical's service has been satisfactory and their pricing is competitive. Awarding the contract to another laboratory may result in unsatisfactory service and/or increased costs.

Alternative No. 3: Do not award a contract to Sierra Analytical Labs, Inc. and direct staff to issue a new Request for Quote (RFQ) for water quality testing services. This is not recommended because Sierra Analytical's service has been satisfactory and their pricing is competitive. Soliciting new quotes may result in increased costs and/or unsatisfactory service.

RECOMMENDATION:
Staff is requesting City Council approval of Alternative No. 1 to award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $70,000 annually for water quality testing services.

Prepared by:	Christine Smith, Senior Management Analyst
Reviewed by:	Mark Sprague, Field Services Manager
Approved by:	Scott Smith, Public Works Director
Fiscal review by:	Ryan Smith, Finance Director
Approved by:	Maggie Le, City Manager

Attachment:

1. Contract

AGREEMENT FOR CONSULTANT SERVICES
CON – –
WATER QUALITY TESTING SERVICES

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Sierra Analytical Labs, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on October 1, 2023 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than September 30, 2025, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT. This AGREEMENT may be extended for up to two additional two-year periods at the option of the CITY.

2. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. PERFORMANCE

CONSULTANT shall always faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. CITY MANAGEMENT

The Public Works Director or his designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks

to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed **SEVENTY THOUSAND AND 00/100 Dollars ($70,000.00)** per year for the total term of this 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 that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. PUBLIC WORK

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records

showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it about the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply after receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. If CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least

thirty (30) days prior, written notice. Upon receipt said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If 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, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, if the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. DEFAULT OF CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. If CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. If CONSULTANT fails to cure its default within such period, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as 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 such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts 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, termination, or suspension of this AGREEMENT all plans, specifications, engineer's estimates, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at CONSULTANT's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability.

(i) Indemnification for Professional Liability Generally. 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 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 attorney's fees and costs to the extent the same are 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 entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

(ii) Indemnification for Services of a Design Professional. If this AGREEMENT is for design professional services, CONSULTANT's duty to defend, indemnity, and hold CITY harmless for CONSULTANT's design professional liability shall be as provided in this paragraph. To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless INDEMNIFIED PARTIES from and against any and all losses, liabilities, damages, costs, expenses, and claims, including attorney's fees and costs, to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault. CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT.

(b) Indemnification 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 attorney's 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 entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

(1) The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY's successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY's option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT's expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly 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 whatsoever against CITY, or bind 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 this 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. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

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. CONSULTANT shall always observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. POLITICAL REFORM ACT

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY about 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 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 CITY to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL 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 this AGREEMENT.

19. 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 Manager or unless requested by the Attorney for 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. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(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, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with 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.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards considering the assessment.

21. 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:

CITY	CONSULTANT
City of Fountain Valley 10200 Slater Avenue Fountain Valley, California 92708 Attention: City Clerk	Sierra Analytical Labs, Inc. 26052 Merit Circle, Suite 104 Laguna Hills, CA 92653 Attention: Chris Forsyth

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

[Check if Applicaple ☐] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

[Check if applicable ☐] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Click or tap here to enter text. ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of PRINCIPAL from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

24. GOVERNING LAW

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 Orange County Superior Court or Central District of California Federal District Court.

25. 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, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering 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.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

27. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of

his/her/its obligations hereunder

IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

_____
Kim Constantine, Mayor

ATTEST:

_____
Rick Miller, City Clerk

Approved as to Form:
HARPER & BURNS LLP

_____
Attorneys for the City

CONSULTANT

_____
Signature

_____
Typed Name

_____
Title

_____
Corporate seal (or attach Notary acknowledgment)

Exhibit “A”

Scope of Services and Payment Terms

SIERRA
ANALYTICAL

September 5, 2023

To: Kevin Deason
City of Fountain Valley-Utilities

Re: Services Agreement Extension Offer-Water Quality PO#00230093

This notice is to inform the City of Fountain Valley that Sierra Analytical Labs, Inc. would like to extend our current agreement, and honor the current pricing, for the Water Quality Testing Services for the 2-Year contract starting October 1st.

Please see this as a formal intent of extending the 1-Year Contract as it was approved initially. Any required or updated documents needed to move forward can be provided upon your request. Please contact Chris Forsyth with any questions or concerns in this matter.

We appreciate the opportunity this last year, and hopefully in the future, to build a reputable working relationship with the City of Fountain Valley.

Sincerely,

Rick Forsyth
Lab Director

Chris Forsyth
Field Services Director

26052 MERIT CIRCLE SUITE 104, LAGUNA HILLS, CALIFORNIA 92653
TELEPHONE: (949) 348-9389 FAX: (949) 348-9115
E-MAIL: SIERRALABS@SIERRALABS.NET

Bid Results

Bidder Details

Vendor Name	Slerra Analytical Labs, Inc.
Address	26052 Merit Circle #104 Laguna Hills, California 92653 United States
Respondee	Richard Forsyth
Respondee Title	Lab Director
Phone	949-348-9389
Email	rickf@sierralabs.net
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	09/01/2022 2:59 PM (PDT)
Delivery Method	Ebid/3:00pm
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	303246

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Fountain Valley Non-Collusion Signed Form.pdf	Fountain Valley Non-Collusion Signed Form.pdf	General Attachment Non Collusion signed

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Test							$253.0000		
1			Coliform SM 9223 P/A	Unit Cost	1	$10.0000	$10.0000	Yes	Addiitional $10.00 sampling fee per site is added to the coliform test when Sierra performs the sampling
2			HPC SM 9215	Unit Cost	1	$8.0000	$8.0000	Yes	
3			Field Cl Residual (Total)	Unit Cost	1	$2.0000	$2.0000	Yes	
4			Field pH	Unit Cost	1	$10.0000	$10.0000	Yes	
5			Field Temp.	Unit Cost	1	$0.0000	$0.0000	Yes	
6			General Phsycal Panel	Unit Cost	1	$18.0000	$18.0000	Yes	
7			Fluoride EPA 300.0	Unit Cost	1	$30.0000	$30.0000	Yes	
8			552 Haloacetic Acids	Unit Cost	1	$125.0000	$125.0000	Yes	
9			524 Trihalomethanes	Unit Cost	1	$50.0000	$50.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Test	**$253.0000**
Grand Total	**$253.0000**

Exhibit “B”
Insurance Specifications

EXHIBIT "B"
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, 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, that is 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 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Check if Applicable ☒ **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 CONSULTANT arising out of or about the 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 dollars combined single limit for each accident.

Check if Applicable ☒ **Workers' compensation insurance**. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $ 1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Check if Applicable ☐ **Umbrella or excess liability insurance**. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Check if Applicable ☐ **Professional liability (errors & omissions) insurance.**

CONSULTANT shall maintain professional liability insurance that covers the services to be performed about this AGREEMENT, in the minimum amount of $1,000,000.00 dollars 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.

Check if Applicable ☐ **Pollution liability insurance**. Environmental Impairment Liability Insurance shall be written on CONSULTANT's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Check if Applicable ☐ **Explosion, collapse, underground insurance**. CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with "XCU" or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

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 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

AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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's 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

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 CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications 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.

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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies. Coverage available to the additional insured shall be primary and non-contributory.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONSULTANT shall give 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.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for Backflow Testing Services

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Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☐ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

The City of Fountain Valley owns about 350 backflow devices located throughout the City. Each of these devices is required to be tested annually and repaired, if necessary, per the City's cross connection control program.

In accordance with the City's procurement policies, the City issued a request for quote (RFQ) for the required backflow testing services.

Based on the quotes received and the quality of service provided, staff is requesting that the City Council award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for Backflow Testing Services.

DISCUSSION:

The City of Fountain Valley, along with the State Water Resources Control Board Division of Drinking Water and the Orange County Health Care Agency, has established a cross connection control program to ensure the quality of the water provided by the City. Under the requirements of the Fountain Valley Municipal Code, Section 14.17, and the California Administrative Code, Title 17, businesses and some residential properties may be subject to a backflow device which prevents contamination of cross connection in the water system. Property owners that are required to have backflow devices are also required to have the backflow devices tested annually by a backflow prevention device tester certified by the Orange County Health Care Agency, Division of Environmental Health, and submit the

completed test form to the City's water quality technician who oversees the cross connection control program.

In addition to businesses and some residential properties, the City is also subject to the use of backflow devices when necessary to prevent contamination of cross connection in the water system. The City of Fountain Valley owns about 350 backflow devices located throughout the City, mostly at parks, landscaped areas, and civic facilities. Each of these devices is required to be tested annually and repaired if necessary.

In accordance with the City's procurement policies, the City issued a request for quote (RFQ) on Planet Bids on August 11, 2022, for backflow testing services, including repairing and retesting devices that fail. On August 25, 2022, the City received a total of six (6) quotes.

The lowest quote was from Sierra Analytical Labs, Inc. Initially the City entered a one-year agreement for FY 2022-23 with Sierra Analytical Labs, Inc. on an approved purchase order form.

Staff has been satisfied with the backflow testing services provided by Sierra Analytical Labs and would like to enter into a two-year contract with them in an amount not to exceed $25,000 annually, with the option to extend the contract for up to two (2) additional two-year periods. Sierra Analytical Labs has agreed to honor the pricing they submitted in response to the request for quote for the first two-year term of the contract. Each extension, along with any changes to the cost of service, will be presented to City Council for review and approval.

Awarding a contract to Sierra Analytical Labs supports the City's strategic goal of enhancing the culture and environment of "A Nice Place to Live" by helping to ensure that the water delivered to our customers continues to be protected from cross connection contamination.

FISCAL REVIEW:
The cost of the contract is for an amount not to exceed $25,000 annually, which will be expensed to the Public Works' Water Distribution – Distribution Systems M&R account (500.50.50571.53581) within the Water Utility Fund.

The approved FY 2023-24 budget allocates a total of $157,000 for Distribution Systems M&R (500.50.50571.53581), of which $40,000 is intended for fire hydrants and the remaining balance is available for miscellaneous maintenance activities such as backflow testing. Therefore, there are sufficient funds for this contract.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney for the City has reviewed and approved the contract.

ALTERNATIVES:

Alternative No. 1: Award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for backflow testing services. This is the recommended action.

Alternative No. 2: Do not award a contract to Sierra Analytical Labs, Inc. and direct staff to issue a contract to another consultant. This is not recommended because Sierra Analytical's service has been satisfactory and they submitted the lowest quote. Awarding the contract to another consultant will increase costs and may result in unsatisfactory service.

Alternative No. 3: Do not award a contract to Sierra Analytical Labs, Inc. and direct staff to issue a new Request for Quote (RFQ) for backflow testing services. This is not recommended because Sierra Analytical's service has been satisfactory and they submitted the lowest quote. Soliciting new quotes may result in increased costs and/or unsatisfactory service.

RECOMMENDATION:
Staff is requesting City Council approval of Alternative No. 1 to award a contract to Sierra Analytical Labs, Inc. in an amount not to exceed $25,000 annually for backflow testing services.

Prepared by: Christine Smith, Senior Management Analyst

Reviewed by: Mark Sprague, Field Services Manager

Approved by: Scott Smith, Public Works Director

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachment:

1. RFQ Results
2. Contract

City of Fountain Valley
Bid Results for Project BACKFLOW TESTER RFQuote 22-007 (22-007)
Issued on 08/11/2022
Bid Due on August 25, 2022 4:00 PM (PDT)
Exported on 08/30/2022

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Sierra Analytical Labs, Inc. - Unit Price	DB Backflow & Plumbing Service - Unit Price	Prevent Backflow and Plumbing Inc. - Unit Price	Madrid Landscape & Backflow - Unit Price	Community Fire Protection - Unit Price	Verne's Plumbing, Inc. - Unit Price
1	Device Test	½" PVB	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
2	Device Test	¾" PVB	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
3	Device Test	1" PVB	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
4	Device Test	1.5" PVB	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
5	Device Test	2" PVB	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
6	Device Test	½" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
7	Device Test	3/4" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
8	Device Test	1" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
9	Device Test	1.5" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
10	Device Test	2" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
11	Device Test	3" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
12	Device Test	4" RPPD	each	1	$30.00	$35.00	$50.00	$59.00	$90.00	$105.00
13	Clean & ReTest	½" PVB	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
14	Clean & ReTest	¾" PVB	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
15	Clean & ReTest	1" PVB	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
16	Clean & ReTest	1.5" PVB	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
17	Clean & ReTest	2" PVB	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
18	Clean & ReTest	½" RPPD	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
19	Clean & ReTest	3/4" RPPD	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
20	Clean & ReTest	1" RPPD	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
21	Clean & ReTest	1.5" RPPD	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
22	Clean & ReTest	2" RPPD	each	1	$20.00	$45.00	$99.00	$150.00	$18.00	$105.00
23	Clean & ReTest	3" RPPD	each	1	$30.00	$45.00	$154.00	$180.00	$118.00	$105.00
24	Clean & ReTest	4" RPPD	each	1	$30.00	$45.00	$154.00	$180.00	$118.00	$105.00
25	Repair & Retest (complete Rebuild Kit)	½" PVB	each	1	$140.00	$95.00	$421.00	$250.00	$361.00	$450.00
26	Repair & Retest (complete Rebuild Kit)	¾" PVB	each	1	$140.00	$95.00	$421.00	$250.00	$361.00	$450.00
27	Repair & Retest (complete Rebuild Kit)	1" PVB	each	1	$160.00	$95.00	$471.00	$250.00	$386.00	$450.00
28	Repair & Retest (complete Rebuild Kit)	1.5" PVB	each	1	$225.00	$95.00	$599.00	$390.00	$651.00	$500.00
29	Repair & Retest (complete Rebuild Kit)	2" PVB	each	1	$225.00	$95.00	$599.00	$390.00	$651.00	$550.00
30	Repair & Retest (complete Rebuild Kit)	½" RPPD	each	1	$285.00	$95.00	$557.00	$250.00	$486.00	$450.00
31	Repair & Retest (complete Rebuild Kit)	3/4" RPPD	each	1	$455.00	$95.00	$774.00	$250.00	$486.00	$450.00
32	Repair & Retest (complete Rebuild Kit)	1" RPPD	each	1	$455.00	$95.00	$774.00	$250.00	$598.00	$450.00
33	Repair & Retest (complete Rebuild Kit)	1.5" RPPD	each	1	$590.00	$95.00	$1,101.00	$390.00	$961.00	$500.00
34	Repair & Retest (complete Rebuild Kit)	2" RPPD	each	1	$590.00	$95.00	$1,101.00	$390.00	$961.00	$550.00
35	Repair & Retest (complete Rebuild Kit)	3" RPPD	each	1	$2,000.00	$95.00	$2,487.00	$950.00	$2,256.00	$650.00
36	Repair & Retest (complete Rebuild Kit)	4" RPPD	each	1	$2,250.00	$95.00	$2,680.00	$1,050.00	$4,536.00	$850.00
37	Repair & Retest w/Rubber kit	½" PVB	each	1	$85.00	$165.00	$351.00	$200.00	$163.00	$450.00
38	Repair & Retest w/Rubber kit	¾" PVB	each	1	$85.00	$185.00	$351.00	$200.00	$163.00	$450.00
39	Repair & Retest w/Rubber kit	1" PVB	each	1	$85.00	$255.00	$400.00	$200.00	$163.00	$450.00
40	Repair & Retest w/Rubber kit	1.5" PVB	each	1	$150.00	$255.00	$470.00	$300.00	$173.00	$500.00
41	Repair & Retest w/Rubber kit	2" PVB	each	1	$150.00	$255.00	$470.00	$300.00	$173.00	$550.00
42	Repair & Retest w/Rubber kit	½" RPPD	each	1	$75.00	$165.00	$313.00	$200.00	$173.00	$450.00
43	Repair & Retest w/Rubber kit	3/4" RPPD	each	1	$75.00	$175.00	$325.00	$200.00	$173.00	$450.00
44	Repair & Retest w/Rubber kit	1" RPPD	each	1	$75.00	$175.00	$325.00	$200.00	$188.00	$450.00
45	Repair & Retest w/Rubber kit	1.5" RPPD	each	1	$150.00	$225.00	$459.00	$300.00	$376.00	$500.00
46	Repair & Retest w/Rubber kit	2" RPPD	each	1	$150.00	$225.00	$459.00	$300.00	$376.00	$550.00
47	Repair & Retest w/Rubber kit	3" RPPD	each	1	$490.00	$54.00	$1,093.00	$650.00	$786.00	$650.00
48	Repair & Retest w/Rubber kit	4" RPPD	each	1	$590.00	$545.00	$1,093.00	$750.00	$516.00	$850.00
49	Replace Test Cock	½" PVB	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
50	Replace Test Cock	¾" PVB	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
51	Replace Test Cock	1" PVB	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
52	Replace Test Cock	1.5" PVB	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
53	Replace Test Cock	2" PVB	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
54	Replace Test Cock	½" RPPD	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
55	Replace Test Cock	3/4" RPPD	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
56	Replace Test Cock	1" RPPD	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
57	Replace Test Cock	1.5" RPPD	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
58	Replace Test Cock	2" RPPD	each	1	$16.00	$50.00	$45.00	$25.00	$42.00	$25.00
59	Replace Test Cock	3" RPPD	each	1	$25.00	$50.00	$55.00	$40.00	$60.00	$85.00
60	Replace Test Cock	4" RPPD	each	1	$25.00	$50.00	$55.00	$40.00	$60.00	$85.00

AGREEMENT FOR CONSULTANT SERVICES
CON – –
BACKFLOW TESTING SERVICES

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Sierra Analytical Labs, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on October 1, 2023 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than September 30, 2025, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT. This AGREEMENT may be extended for up to two additional two-year periods at the option of the CITY.

2. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. PERFORMANCE

CONSULTANT shall always faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. CITY MANAGEMENT

The Public Works Director or his designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks

to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed **TWENTY-FIVE THOUSAND AND 00/100 Dollars ($25,000.00)** per year for the total term of this 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 that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. PUBLIC WORK

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records

showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it about the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply after receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. If CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least

thirty (30) days prior, written notice. Upon receipt said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If 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, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, if the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. DEFAULT OF CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. If CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. If CONSULTANT fails to cure its default within such period, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as 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 such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts 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, termination, or suspension of this AGREEMENT all plans, specifications, engineer's estimates, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at CONSULTANT's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability.

(i) Indemnification for Professional Liability Generally. 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 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 attorney's fees and costs to the extent the same are 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 entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

(ii) Indemnification for Services of a Design Professional. If this AGREEMENT is for design professional services, CONSULTANT's duty to defend, indemnity, and hold CITY harmless for CONSULTANT's design professional liability shall be as provided in this paragraph. To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless INDEMNIFIED PARTIES from and against any and all losses, liabilities, damages, costs, expenses, and claims, including attorney's fees and costs, to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault. CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT.

(b) Indemnification 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 attorney's 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 entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

(1) The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY's successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY's option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT's expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly 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 whatsoever against CITY, or bind 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 this 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. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

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. CONSULTANT shall always observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. POLITICAL REFORM ACT

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY about 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 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 CITY to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL 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 this AGREEMENT.

19. 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 Manager or unless requested by the Attorney for 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. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(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, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with 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.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards considering the assessment.

21. 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:

CITY	CONSULTANT
City of Fountain Valley 10200 Slater Avenue Fountain Valley, California 92708 Attention: City Clerk	Sierra Analytical Labs, Inc. 26052 Merit Circle, Suite 104 Laguna Hills, CA 92653 Attention: Chris Forsyth

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

[Check if Applicaple ☐] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

[Check if applicable ☐] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Click or tap here to enter text. ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of PRINCIPAL from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

24. GOVERNING LAW

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 Orange County Superior Court or Central District of California Federal District Court.

25. 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, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering 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.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

27. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of

his/her/its obligations hereunder

IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

_____
Kim Constantine, Mayor

ATTEST:

_____
Rick Miller, City Clerk

Approved as to Form:
HARPER & BURNS LLP

_____
Attorneys for the City

CONSULTANT

_____
Signature

_____
Typed Name

_____
Title

_____
Corporate seal (or attach Notary acknowledgment)

Exhibit “A”

Scope of Services and Payment Terms

SIERRA
ANALYTICAL

September 5, 2023

To: Kevin Deason
City of Fountain Valley-Utilities

Re: Services Agreement Extension Offer-Backflow Testing #00230088

This notice is to inform the City of Fountain Valley that Sierra Analytical Labs, Inc. would like to extend our current agreement, and honor the current pricing, for the Backflow Testing Services for the 2-Year contract starting October 1st.

Please see this as a formal intent of extending the 1-Year Contract as it was approved initially. Any required or updated documents needed to move forward can be provided upon your request. Please contact Chris Forsyth with any questions or concerns in this matter.

We appreciate the opportunity this last year, and hopefully in the future, to build a reputable working relationship with the City of Fountain Valley.

Sincerely,

Rick Forsyth
Lab Director

Chris Forsyth
Field Services Director

26052 MERIT CIRCLE SUITE 104, LAGUNA HILLS, CALIFORNIA 92653
TELEPHONE: (949) 348-9389 FAX: (949) 348-9115
E-MAIL: SIERRALABS@SIERRALABS.NET

Bid Results

Bidder Details

Vendor Name	Slerra Analytical Labs, Inc.
Address	26052 Merit Circle #104 Laguna Hills, California 92653 United States
Respondee	CHRIS FORSYTH
Respondee Title	DIRECTOR OF FIELD SERVICES
Phone	714-504-9110
Email	chrisf@sierralabs.net
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	08/25/2022 1:50 PM (PDT)
Delivery Method	
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	302491

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
doc02623620220825132713.pdf	doc02623620220825132713.pdf	non-collusion signed
doc02623720220825132720.pdf	doc02623720220825132720.pdf	price/cost sheet(s)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Device Test							$360.00		
1			½" PVB	each	1	$30.00	$30.00	Yes	
2			¾" PVB	each	1	$30.00	$30.00	Yes	
3			1" PVB	each	1	$30.00	$30.00	Yes	
4			1.5" PVB	each	1	$30.00	$30.00	Yes	
5			2" PVB	each	1	$30.00	$30.00	Yes	
6			½" RPPD	each	1	$30.00	$30.00	Yes	
7			3/4" RPPD	each	1	$30.00	$30.00	Yes	
8			1" RPPD	each	1	$30.00	$30.00	Yes	
9			1.5" RPPD	each	1	$30.00	$30.00	Yes	
10			2" RPPD	each	1	$30.00	$30.00	Yes	
11			3" RPPD	each	1	$30.00	$30.00	Yes	
12			4" RPPD	each	1	$30.00	$30.00	Yes	
Clean & ReTest							$260.00		
13			½" PVB	each	1	$20.00	$20.00	Yes	
14			¾" PVB	each	1	$20.00	$20.00	Yes	
15			1" PVB	each	1	$20.00	$20.00	Yes	
16			1.5" PVB	each	1	$20.00	$20.00	Yes	
17			2" PVB	each	1	$20.00	$20.00	Yes	
18			½" RPPD	each	1	$20.00	$20.00	Yes	
19			3/4" RPPD	each	1	$20.00	$20.00	Yes	
20			1" RPPD	each	1	$20.00	$20.00	Yes	
21			1.5" RPPD	each	1	$20.00	$20.00	Yes	
22			2" RPPD	each	1	$20.00	$20.00	Yes	
23			3" RPPD	each	1	$30.00	$30.00	Yes	
24			4" RPPD	each	1	$30.00	$30.00	Yes	
Repair & Retest (complete Rebuild Kit)							$7,515.00		
25			½" PVB	each	1	$140.00	$140.00	Yes	
26			¾" PVB	each	1	$140.00	$140.00	Yes	
27			1" PVB	each	1	$160.00	$160.00	Yes	
28			1.5" PVB	each	1	$225.00	$225.00	Yes	
29			2" PVB	each	1	$225.00	$225.00	Yes	
30			½" RPPD	each	1	$285.00	$285.00	Yes	
31			3/4" RPPD	each	1	$455.00	$455.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
32			1" RPPD	each	1	$455.00	$455.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
33			1.5" RPPD	each	1	$590.00	$590.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
34			2" RPPD	each	1	$590.00	$590.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
35			3" RPPD	each	1	$2,000.00	$2,000.00	Yes	UNIT PRICE IS ESTIMATED. COMPLETE KITS ARE N/A, SUBDIVIDED INDIVIDUALLY, PRICING VARIES WITH MODEL. IF COMPLETE REQUIRED, TOTAL COST TO BE PRESENTED PRIOR TO WORK EXECUTED
36			4" RPPD	each	1	$2,250.00	$2,250.00	Yes	UNIT PRICE IS ESTIMATED. COMPLETE KITS ARE N/A, SUBDIVIDED INDIVIDUALLY, PRICING VARIES WITH MODEL. IF COMPLETE REQUIRED, TOTAL COST TO BE PRESENTED PRIOR TO WORK EXECUTED
Repair & Retest w/Rubber kit							$2,160.00		
37			½" PVB	each	1	$85.00	$85.00	Yes	
38			¾" PVB	each	1	$85.00	$85.00	Yes	
39			1" PVB	each	1	$85.00	$85.00	Yes	
40			1.5" PVB	each	1	$150.00	$150.00	Yes	
41			2" PVB	each	1	$150.00	$150.00	Yes	
42			½" RPPD	each	1	$75.00	$75.00	Yes	
43			3/4" RPPD	each	1	$75.00	$75.00	Yes	
44			1" RPPD	each	1	$75.00	$75.00	Yes	
45			1.5" RPPD	each	1	$150.00	$150.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
46			2" RPPD	each	1	$150.00	$150.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
47			3" RPPD	each	1	$490.00	$490.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
48			4" RPPD	each	1	$590.00	$590.00	Yes	MAX PRICE BASED ON PROVIDED MODELS. OTHER MODELS CHEAPER IN PARTS
Replace Test Cock							$210.00		
49			½" PVB	each	1	$16.00	$16.00	Yes	
50			¾" PVB	each	1	$16.00	$16.00	Yes	
51			1" PVB	each	1	$16.00	$16.00	Yes	
52			1.5" PVB	each	1	$16.00	$16.00	Yes	
53			2" PVB	each	1	$16.00	$16.00	Yes	
54			½" RPPD	each	1	$16.00	$16.00	Yes	
55			3/4" RPPD	each	1	$16.00	$16.00	Yes	
56			1" RPPD	each	1	$16.00	$16.00	Yes	
57			1.5" RPPD	each	1	$16.00	$16.00	Yes	
58			2" RPPD	each	1	$16.00	$16.00	Yes	
59			3" RPPD	each	1	$25.00	$25.00	Yes	
60			4" RPPD	each	1	$25.00	$25.00	Yes	

Line Item Subtotals

Section Title	Line Total
Device Test	**$360.00**
Clean & ReTest	**$260.00**
Repair & Retest (complete Rebuild Kit)	**$7,515.00**
Repair & Retest w/Rubber kit	**$2,160.00**
Replace Test Cock	**$210.00**
Grand Total	**$10,505.00**

Exhibit “B”
Insurance Specifications

EXHIBIT "B"
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, 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, that is 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 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Check if Applicable ☒ **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 CONSULTANT arising out of or about the 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 dollars combined single limit for each accident.

Check if Applicable ☒ **Workers' compensation insurance**. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $ 1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Check if Applicable ☐ **Umbrella or excess liability insurance**. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Check if Applicable ☐ **Professional liability (errors & omissions) insurance.**

CONSULTANT shall maintain professional liability insurance that covers the services to be performed about this AGREEMENT, in the minimum amount of $1,000,000.00 dollars 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.

Check if Applicable ☐ **Pollution liability insurance**. Environmental Impairment Liability Insurance shall be written on CONSULTANT's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Check if Applicable ☐ **Explosion, collapse, underground insurance**. CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with "XCU" or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

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 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

AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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's 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

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 CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications 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.

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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies. Coverage available to the additional insured shall be primary and non-contributory.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONSULTANT shall give 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.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager to Approve Information Technology Software, Hardware, and Professional Service Purchases for Vendors with Multiple Contracts that Cumulatively Exceed Fifty Thousand Dollars and to Issue Change Orders of up to $50,000 or 20-Percent of the Original Contract Amount, Whichever is Greater.

Three-Year Strategic Goals

☐ Enhance the culture and environment of "A Nice Place to Live"
☐ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☒ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

Adopt a Resolution that specifies/clarifies that the City Manager can award multiple IT Vendor contracts of $50,000 or less to the same vendor notwithstanding that the cumulative value of the contracts exceeds $50,000 and authorize the City Manager to issue contract amendments to IT Vendor contracts of $50,000, or 20-percent of the original contract amount, whichever is greater.

DISCUSSION:

Fountain Valley Municipal Code ("F.V.M.C.") section 2.36.110, subdvs. (a), authorizes the City Manager to award and sign contracts on behalf of the City when the total amount of the City's expenditure on the contract is $50,000 or less.

The City frequently enters into multiple contracts with the same Information Technology vendor for software, hardware, and professional services where each individual contract is less than $50,000, however, the cumulative amount of the contracts with the same vendor exceeds $50,000, in some cases, such as in issuing various software licenses, there are a multitude of contracts that would, under a conservative read of Section 2.36.110 each require

Council approval, notwithstanding that each of the contracts required only a minor monetary expenditure.

Therefore, staff asks the City Council to authorize the City Manager to award and sign contracts with the same Information Technology vendor for software, hardware, and professional services when each contract is $50,000 or less but, due to multiple purchases from the same vendor, the cumulative amount of the contracts exceeds $50,000. Staff also asks Council to allow the City Manager to award and sign amendments to contracts for Information Technology vendors for software, hardware, and professional services where the amendment is $50,000 or less or does not exceed 20-percent of the original contract amount, whichever is greater.

The IT Director will provide a quarterly purchase report to the City Council for the contracts and purchases authorized by the attached Resolution, if approved.

FISCAL REVIEW:
There is no fiscal impact related to this item. The attached resolution modifies the contract signing authority given to the City Manager for Information Technology Software, Hardware, and Professional Services. Other than the modifications noted above, all aspects of the City's purchasing policy remain in place, including all informal and formal bidding procedures.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney for the City reviewed the Resolution and concurs with the recommended action.

ALTERNATIVES:

Alternative No. 1:	Adopt the proposed Resolution authorizing the City Manager to approve information technology software, hardware, and professional service purchases for vendors with multiple contracts that cumulatively exceed fifty thousand dollars and to issue change orders of up to $50,000 or 20-percent of the original contract amount, whichever is greater.
Alternative No. 2:	Do not adopt the proposed Resolution

RECOMMENDATION:

Staff is requesting City Council approval of Alternative No. 1: Adopt the proposed Resolution authorizing the City Manager to approve information technology software, hardware, and professional service purchases for vendors with multiple contracts that cumulatively exceed fifty thousand dollars and to issue change orders of up to $50,000 or 20-percent of the original contract amount, whichever is greater.

Prepared by: Scott Kim, IT Director

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY AUTHORIZING THE CITY MANAGER TO APPROVE INFORMATION TECHNOLOGY SOFTWARE, HARDWARE, AND PROFESSIONAL SERVICE PURCHASES FOR VENDORS WITH MULTIPLE CONTRACTS THAT CUMULATIVELY EXCEED FIFTY THOUSAND DOLLARS AND TO ISSUE CHANGE ORDERS OF UP TO $50,000 OR 20-PERCENT OF THE ORIGINAL CONTRACT AMOUNT, WHICHEVER IS GREATER

WHEREAS, Fountain Valley Municipal Code ("F.V.M.C.") section 2.36.110, subdvs. (a), authorizes the City Manager to award and sign contracts on behalf of the City of Fountain Valley when the total amount of the City's expenditure on the contract is $50,000 or less;

WHEREAS, the City frequently enters into multiple contracts with the same Information Technology vendor for software, hardware, and professional services where each individual contract is less than $50,000, however, the cumulative amount of the contracts with the same vendor exceeds $50,000;

WHEREAS, while the City Manager is authorized to award and sign contracts of $50,000 or less, pursuant to F.V.M.C. 2.36.110, subdvs. (c)**,** the City Council desires to specifically clarify / authorize the City Manager to award and sign contracts with the same Information Technology vendor for software, hardware, and professional services when each contract is $50,000 or less but, due to multiple purchases from the same vendor, the cumulative amount of the contracts exceeds $50,000; and

WHEREAS, the City Council also desires to authorize the City Manager to award and sign amendments to contracts for Information Technology vendors for software, hardware, and professional services where the amendment is $50,000 or less or does not exceed 20-percent of the original contract amount, whichever is greater.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve as follows:

1. The City Manager is authorized to award and sign contracts for Information Technology vendors for software, hardware, and professional services when, due to multiple purchases from the same vendor, the cumulative amount of the contracts with one vendor exceeds $50,000.

2. The IT Director will provide a quarterly purchase report to the City Council for the contracts and purchases authorized by this resolution.

3. All original contracts for Information Technology vendors for software, hardware, and professional services that exceed $50,000 still need City Council authorization.

4. The City Manager is also authorized to award and sign contract amendments for Information Technology vendors for software, hardware, and professional services that increase the contract compensation by $50,000 or less, or twenty percent of the original contract amount, whichever is higher. Any contract amendment above these amounts will need City Council authorization.

5. Other than the exceptions provided herein, the City Manager's authority to award and sign contracts remains unchanged.

PASSED, APRROVED AND ADOPTED this 19th day of September, 2023, by the following vote:

ATTEST:

Rick Miller, City Clerk	Kim Constantine, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP

Attorneys for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Public Hearing – FY 2022-23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

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Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☐ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

Title I of the National Affordable Housing Act of 1990, as amended, requires the City of Fountain Valley (City) to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD), summarizing the annual accomplishments of the City's Community Development Block Grant (CDBG) program, and specifying how the CDBG funding was utilized. The City has completed its CAPER in the format prescribed by HUD, which describes the programs implemented by the City in an effort to address the housing and community development goals and objectives outlined in its Consolidated Plan.

Staff is recommending that the City Council conduct a public hearing to obtain public input regarding the CAPER (Attachment 1), and, at its conclusion, approve the CAPER and authorize staff to submit the report to HUD for review and approval.

DISCUSSION:

One of the requirements for receiving CDBG funding from HUD is that recipients prepare a Consolidated Plan to govern the use of all federal funds. The Consolidated Plan is a five-year planning document that coordinates all elements of community development including housing, neighborhood improvement, economic development, and human services into a single plan, and serves to provide a unified vision of a community and its goals regarding the use of CDBG funding to assist low income members of the community. The current City of

Fountain Valley five-year Consolidated Plan covers the period of July 1, 2020 to June 30, 2025 and is titled the FY 2020-24 Consolidated Plan.

At the end of each fiscal year, HUD grantees are required to submit a report, in the format prescribed by HUD, which reviews and reports the programs implemented by the City that address the community development needs and priorities outlined in its Consolidated Plan. This annual report is known as the CAPER. The City's FY 2022-23 CAPER reports on Housing and Community Development programs and activities implemented by the City of Fountain Valley during FY 2022-23 and covers the third year of the FY 2020-24 Consolidated Plan. The CAPER also includes the accomplishments of activities funded using CDBG-CV funds provided to the City through the passage of the CARES Act that must specifically be used to fund programs that prevent, prepare for, and/or respond to COVID-19.

The FY 2020-24 Consolidated Plan outlines the following priorities:

1. Improve and preserve existing residential neighborhoods by implementing home, infrastructure, and public facility improvements, and code enforcement programs.

2. Address the needs of persons with special needs through the provision of financial assistance to public service agencies, and the removal of architectural barriers to the physically challenged.

3. Provide affordable housing opportunities for renter households through an on-going partnership with the Orange County Housing Authority.

4. Administer available federal, state, and locally funded housing and community development grant programs, including providing fair housing services, and ensuring compliance with applicable state and federal regulations.

Highlights of the City's accomplishments in implementing its FY 2022-23 housing and community development grant programs include:

1. The Home Improvement Program completed 32 projects at a total cost of $282,298 in CDBG funds. This included 19 rehabilitation grants, two (2) rebates, one (1) loan, 10 lead based paint grants, and program administration costs. Eight (8) of the grants began and were counted in the prior fiscal year but paid out of FY 2022-23.

2. 146 properties located within the City's low-income CDBG target areas had code violations identified and abated at a cost of $63,442 in CDBG funds.

3. Five (5) non-profit organizations funded by the Public Service Agency (PSA) Grant Program provided services to 509 persons/households. The six (6) programs included childcare scholarships, youth diversion services, congregate and home delivered meals for elderly, case management for developmentally disabled adults (ended mid-year), and emergency and transitional shelter and services for domestic violence victims. $47,748 in CDBG funds were used for these services.

4. The Fair Housing Council of Orange County assisted 126 unduplicated households and

resolved 392 issues between renters and landlords. Issues included security deposits, discrimination, substandard conditions, harassment, unlawful detainers, etc. All issues were resolved in-house at a cost of $5,000 in CDBG funds.

5. The Senior Social Services Program in Response to COVID assisted 289 persons during the third year of the program. $28,584 of CDBG-CV funding was expended for this activity.

6. Orange County Housing Authority (OCHA) administers the federally funded Housing Choice Vouchers (Section 8) for the City. 431 low-income renter households in Fountain Valley currently have HUD vouchers. This program is provided at no cost to the City.

A public meeting of the Housing and Community Development Advisory Board (HCDAB) was conducted on September 6, 2023, to review the draft FY 2022-23 CAPER. The HCDAB unanimously voted to forward a recommendation to City Council to approve the CAPER and submit the report to HUD prior to the September 30, 2023 deadline. No public comments were received.

FISCAL REVIEW:
There is no fiscal impact related to this item; however, submitting the CAPER is a regulatory requirement to receive CDBG funding from HUD. Failure to submit a CAPER would affect future CDBG funding.

PUBLIC NOTIFICATION:
A public notice was published in the Fountain Valley View on Thursday, August 24, 2023 announcing the public comment period and public hearing for the CAPER. The public comment period began on September 1, 2023, and ended on September 15, 2023. The public notice also advised of the public hearing before the City Council on September 19, 2023.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
This does not require the Attorney for the City review or approval.

ALTERNATIVES:

Alternative No. 1: Conduct a public hearing to consider the City of Fountain Valley FY 2022-23 CAPER, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2023 deadline.

Alternative No. 2: Conduct a public hearing to consider the City of Fountain Valley FY 2022-23 CAPER, make any needed amendments to the report, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2023 deadline.

RECOMMENDATION:

Staff is requesting City Council approval of Alternative No. 1 - Conduct a public hearing to consider the City of Fountain Valley FY 2022-23 CAPER, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2023 deadline.

Prepared by: Ashlyn Newman, Housing Coordinator

Reviewed by: Omar Dadabhoy, Community Development Director

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. FY 2022-23 CAPER

CITY OF

FOUNTAIN VALLEY

FY 2022-2023

CONSOLIDATED ANNUAL

PERFORMANCE EVALUATION

REPORT

(CAPER)

CITY OF FOUNTAIN VALLEY

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

CITY COUNCIL

Kim Constantine, Mayor

Glenn Grandis, Mayor Pro Tempore

Ted Bui, Council Member

Jim Cuneen, Council Member

Patrick Harper, Council Member

Maggie Le, City Manager

HOUSING AND COMMUNITY DEVELOPMENT ADVISORY BOARD

Michael White, Chair

Cindy Cao, Vice Chair

Ray Pasos, Board Member

Prem Balani, Board Member

Bryan Noble, Board Member

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

Omar Dadabhoy, Community Development Director

Ashlyn Newman, Housing Coordinator

Nikesha Hazel, Housing Technician

EXECUTIVE SUMMARY

The City of Fountain Valley (City) is an entitlement jurisdiction, receiving an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies housing and community needs, prioritizes these needs, identifies resources to address the needs, and establishes annual goals and objectives to meet the identified needs. This five-year plan is known as the Consolidated Plan. The purpose of the Consolidated Plan is to outline a strategy for the City to follow in using CDBG funding to achieve the goals of the CDBG program, "*to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons*." The Consolidated Plan is created as a work plan that is divided into five separate planning and reporting cycles. Since factors such as decreases in funding are not usually known from year to year, the five-year goals must remain fluid and are adjusted on an annual basis.

Each year, the City is required to provide the public and HUD with an assessment of its accomplishments toward meeting the priority goals outlined in the Consolidated Plan. This annual assessment is known as the Consolidated Annual Performance and Evaluation Report (CAPER). This document provides a review and evaluation of the City of Fountain Valley's progress toward meeting the 2022-23 annual goals and outcomes as outlined in the 2022-23 Action Plan, as well as the larger five-year goals of the 2020-24 Consolidated Plan. This report will summarize the City's accomplishments for the time period July 1, 2022, to June 30, 2023.

In addition to the annual allocation the City receives from HUD each year, a separate allocation was provided through the passage of the CARES Act in 2020 that authorized HUD to distribute additional funding to entitlement communities to be used to fund programs that prevent, prepare for, and respond to coronavirus (COVID-19). These funds are designated as CDBG-CV funds. This fiscal year, the City used the CDBG-CV allocation to fund year three of the Senior Social Services Program in Response to COVID-19.

This document will provide the narratives and budget information for activities undertaken during 2022-23, as well as a summary of the progress towards achieving the goals of the Consolidated Plan.

The CAPER contains the following basic elements:

- HUD receives necessary information for the Department to meet its regulatory requirement to assess the City of Fountain Valley's ability to carry out the CDBG Program in compliance with all applicable rules and regulations;

- Required information for HUD's Annual Report to the U.S. Congress;

- The document outlines programs, projects and activities that the City of Fountain Valley has undertaken to address priority needs and local objectives during Fiscal Year 2022-23;

- A detailed overview of all activities carried out using funds under HUD's CDBG program and CDBG-CV program;

- Planned activities utilizing other funds including Fountain Valley Housing Authority funds; and

- Provides the City of Fountain Valley an opportunity to describe and disseminate to its citizens the many successes of the program in meeting the goals stated in the 2020-24 Consolidated Plan.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This CAPER has been prepared to provide information to the residents of the City of Fountain Valley, interested persons, and HUD regarding the City's use of federal grant funds to meet the priority needs identified in the City's 2020-24 Consolidated Plan. The CAPER focuses on annual goals and accomplishments for the period of July 1, 2022, through June 30, 2023. This reporting period covers the third year of the 2020-24 Consolidated Plan cycle. (Note: Not all five-year goals were addressed during the 2022-23 report period).

During FY 2022-23, the City of Fountain Valley made good progress in working toward meeting the goals outlined in the 2020-24 Consolidated Plan. The impact of COVID-19 on the CDBG program lessened this year however many modifications that were made to existing programs in order to comply with COVID-19 protocols remain in place to prioritize community safety.

Highlights of the City's accomplishments in implementing its FY 2022-23 Housing and Community Development Grant programs include:

- Owner Occupied Home Improvement – 21 grants, rebates, low-interest, deferred payment loans, and lead testing grants were completed for income eligible properties
- Fair Housing Services - 126 individuals assisted
- Code Enforcement – 146 violations abated in CDBG eligible areas
- Emergency Shelter and Services for Battered Women – 73 individuals/families assisted
- Disabled Adult Services –11 individuals assisted
- Senior Services – 623 individuals assisted, 289 of those clients were assisted by the CDBG-CV funded Senior Social Services Program in Response to COVID-19
- Youth Services – 91 youth and their families assisted

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520 (g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program goals.

Table 1- Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23 Program Year	FY 22-23 Percent Complete
Administration	Administration	CDBG: $65,807	Other	Other	5	3	60%	1	1	100%
Affordable Housing Development	Affordable Housing	CDBG: $0	Rental Units Constructed	Household Housing Unit	50	50	100%	0	0	N/A
Code Enforcement	Affordable Housing Code Enforcement	CDBG: $82,000	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	1250	733	59%	150	146	97%
Economic Development	Non-Housing Community Development Economic Development	CDBG: $0 CDBG-CV: $171,000	Jobs created/ retained	Jobs	45	42	93%	0	0	N/A

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23Program Year	FY 22-23 Percent Complete
Fair Housing Report	Fair Housing Report not part of Administrative 20%	CDBG: $0	Other	Other	1	0	0	0	0	N/A
Fair Housing Services	Fair Housing Services	CDBG: $5,000	Other	Other	350	360	103%	60	126	210%
Homeless Services and Housing	Homeless Domestic violence shelter and services	CDBG: $13,800	Public service activities other than Low/Moderate Income Housing Benefit	Persons assisted	350	190	54%	55	73	133%
Housing Choice Voucher – Rental Assistance	Affordable Housing Homeless Rental Assistance-OCHA	CDBG: $0	Other	Other	2100	1331	63%	440	431	98%

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23 Program Year	FY 22-23 Percent Complete
Lead Based Paint Hazard Grant	Affordable Housing Lead Based Paint Hazards Testing	CDBG: $13,170	Other	Other	75	20	27%	15	10	66%
Neighborhood Revitalization	Affordable Housing	CDBG: $256,791	Homeowner Housing Rehabilitation	Household Housing Unit	75	46	61%	15	11	73%
Services for Disabled	Non-Homeless Special Needs Disable Adults	CDBG: $6,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	32	64%	10	11	110%
Services for Frail/Elderly	Non-Homeless Special Needs Services for Elderly/Frail Elderly	CDBG: $15,355 CDBG-CV: $20,547	Public service activities other than Low/ Moderate Income Housing Benefit	Persons Assisted	775	1651	213%	351	623	177%

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23 Program Year	FY 22-23 Percent Complete
Youth Services	Non-Homeless Special Needs Youth Services	CDBG: $15,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	475	268	56%	95	91	96%

Table 1- Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following priorities are outlined in the five–year Consolidated Plan:

- Improve and preserve existing residential neighborhoods by implementing home, infrastructure, and public facility improvements, and code enforcement programs.
- Address the needs of persons with special needs through the provision of financial assistance to PSAs, and the removal of architectural barriers to the physically challenged.
- Provide affordable housing opportunities for renter households through an on-going partnership with the Orange County Housing Authority.
- Administer available federal, state and locally funded housing and community development grant programs, including providing fair housing services and ensuring compliance with applicable state and federal regulations.

Funding priorities for FY 2022-23 were established based on the extent of the need, the availability of other funding sources to address those needs, and whether a similar program was offered by other entities. The City has determined the most effective use of funds is to fund PSAs at the maximum 15% cap and to utilize the majority of remaining CDBG funds toward offering rehabilitation grants, rebates and loans to income qualified residents to provide decent and sanitary housing and to provide code enforcement in CDBG eligible areas to ensure a suitable living environment.

The allocation of CDBG-CV funding through the CARES Act has allowed the City to provide additional assistance for public service agencies that provide activities that prevent, prepare for, or respond to coronavirus. After using most of the initial funding to provide two small business grants to business owners effected by COVID-19, the City has earmarked the remaining funds from the CDBG-CV allocation to fund the third and fourth year of the Senior Social Services Program in Response to COVID-19 to provide support to seniors who continue to be affected by the virus.

The City of Fountain Valley provides grants to a diverse group of PSAs who offer a variety of programs to assist low- and moderate-income households with services that they may not otherwise be able to afford. Services provided through the grant program included childcare scholarships, youth diversion services, congregate and home delivered meals for elderly, case management for developmentally disabled adults, senior social services programs, and emergency and transitional shelter and educational services for domestic violence victims. During the reporting period, 798 low- and moderate-income residents received services from the PSA's participating in the City's PSA grant program. This is 52% higher than the projected number of clients served for the year primarily due to the increased number of clients utilizing the Meals on Wheels programs, the Senior Social Services Program in Response to COVID-19, and the domestic violence shelter. The youth diversion program had a lower number of clients served than anticipated. This seems to be a resulting fallout of COVID-19 restrictions that

required or encouraged schooling from home. The juvenile diversion program received less referrals from schools however as school schedules return to normality, and children are becoming accustomed to attending school in person, they are seeing the number of referrals increase. The Senior Social Services in Response to COVID-19, funded with CDBG-CV funds, spent 94% of their allocation while helping 47% more clients than initially projected. The total expenditure for PSA services was $76,332.05. $28,584.00 of that amount was for the Senior Social Services in Response to COVID-19 Program funded by CDBG-CV, which, per HUD regulations, may be spent outside the 15% cap on annual CDBG funding.

Elwyn California, a longtime city PSA Grant Program participant who received funding for case management for disabled adults, was forced to discontinue their program halfway through the grant period at the end of 2022. The remaining grant allocation was transferred to the Meals on Wheels Congregate program to assist with their escalating food costs.

The City of Fountain Valley administered a number of programs to assist low- and moderate-income households with affordable housing concerns. These programs all met or had higher projected outcomes possibly due to the community becoming more comfortable with COVID-19 concerns. The total expenditures for Housing Programs was $345,757.73 and included the following programs:

- Neighborhood Preservation Program - This program completed 22 single-family home and mobile home grants, loans and rebates. Of those, 11 began and were counted in the prior year however completed in FY 22-23. The expenditures for this activity including program administration totaled $269,396.03.
- Lead Based Paint Hazard Grant Program - This program grants funds necessary for the testing and remediation of lead based paint hazards in the home. In 2022-23, 10 homes were tested for lead based paint hazards with one home requiring lead abatement. The expenditure for the activity was $12,920.00.
- Code Enforcement Program - This program helps preserve the housing stock by addressing municipal code violations in the designated low-mod census tracts that are showing signs of deterioration. In 2022-23, Code Enforcement abated 146 municipal code violation cases. The amount expended on this activity was $63,441.70.

CDBG regulations allows no more than 20% of the total annual grant to go towards Administration of the CDBG entitlement grant. This amount includes the cost of the HUD requirement to provide fair housing services to city residents. For the fiscal year, a total of $56,927.14 was expended on administrative costs with an additional $5,000 spent to provide fair housing services to city residents through an agreement with Fair Housing Council of Orange County (FHCOC). The total cost of Administration of the FY 2022-23 entitlement allocation was $61,927.14.

FHCOC provided fair housing services that includes community education regarding issues such as fair lending practices, tenants' rights, and housing discrimination. The FHCOC also investigates cases of home mortgage discrimination and other fair lending practices. Since the pandemic, FHCOC has

primarily hosted virtual workshops regarding fair housing, for both landlords and tenants. They continue to be available via phone and email to assist residents as well as in-office appointments. FHCOC prepares an annual update to the Regional Analysis of Fair Housing Impediments (AI) report for the City of Fountain Valley, which can be reviewed in the attachments to this report. During FY 2022-23, FHCOC assisted 126 households with issues and questions regarding housing matters which was 68% higher than projected for the fiscal year. Further details can be reviewed in FHCOC's Analysis of Impediments to Fair Housing for FY 22-23 in the appendices of this report.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	437
Black or African American	9
Asian	343
American Indian or American Native	2
Native Hawaiian or Other Pacific Islander	7
Total	**798**
Hispanic	74
Not Hispanic	724

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Based on the data from Table 2, the racial breakdown of households assisted with CDBG funding is:

- White – 55%
- Black or African American - .8%
- Asian – 43%
- American Indian or American Native – 0.2%
- Native Hawaiian or Other Pacific Islander - .8%

Of the 797 families, 9% identified as Hispanic.

The 2022 United States Census Bureau estimates from July 2022 approximates the following racial breakdown for the City of Fountain Valley:

- White – 46.7 %
- Black or African American - 0.4%
- Asian – 37.3%
- American Indian/Native Alaskan - .3%
- Other- 15.3%
- Identify as Hispanic - 16.7%

According to the Consolidated Plan, no racial or ethnic group is disproportionately experiencing HUD

identified “housing problems.” For this report period, it appears that all racial groups and ethnicities are using services in an amount consistent with the percentages of population within the city.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$500,000.00	$425,625.29
Other / CDBG-CV	public - federal	$30,547.00	$28,584.00
CDBG Program Income	public - federal	$29,807.63	$29,807.63
TOTAL EXPENDITURES			**$484,016.92**

Table 2 - Resources Made Available

Narrative

The FY 2022-23 Action Plan estimated a budget of $530,547 to fund CDBG activities for this reporting period. This amount included the current year allocation, additional funds from prior year's allocations that had not yet been spent, and CDBG-CV funds. This year, one rehabilitation loan was paid off in the amount of $29,807.63 (original loan + interest). The funds were receipted as program income, and expended prior to spending the regular CGBG allocation, in compliance with HUD regulations.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation**	Narrative Description
CDBG ELIGIBLE EXCEPTION CRITERIA	0	0	N/A
CDBG/Code Enforcement Eligible Exception Criteria	25	13	Code Enforcement
City-Wide	75	87	All other activities

Table 3 – Identify the geographic distribution and location of investments

Narrative

As reflected in Table 3, the majority of CDBG funds were distributed city-wide. Both the PSA program and the Neighborhood Home Improvement Program services are not limited to the CDBG eligible areas. This is because areas of the City outside of the CDBG target areas can benefit from federally assisted programs provided that they meet the program's eligibility criteria. Eligibility is established by household income and household size. City staff collects income and household data when determining income eligibility for the Neighborhood Improvement Program and PSA's collect the same data from their clients. The majority of the

City's PSA grant recipients serve communities that are presumed low-income by HUD definitions, so clients do not need to provide proof of income. Program administration is also expended on a citywide basis.

Code enforcement numbers in CDBG eligible areas are remaining consistent. Staff is finding that many cases are becoming more complex and are taking more staff time to bring properties into compliance. A map of CDBG-eligible areas is provided in the attachments at the end of the report.

SHORT TERM RENTALS

SOBER LIVING HOMES

NUISANCE PROPERTIES

ILLEGAL HOME BUSINESSES

UNPERMITTED CONSTRUCTION

STREET VENDOR ENFORCEMENT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG Program is leveraged by various funding sources. The highest ratio of leveraging CDBG funds is the PSA Program. Many of the non-profit organizations receive funds from a variety of federal, state, local and private sources. The CDBG funds they receive from the city are generally a very small portion of their overall funding. PSA organizations provide the greatest return for the amount of CDBG funds spent due to their ability to leverage the CDBG funds with their overall funding. This leveraging allows low-income Fountain Valley residents access to services that they may not have an opportunity to receive otherwise, at no cost. The services include programs for battered women and children, youth criminal diversion programs, youth services, and senior services.

To help offset PSA program costs for grant recipients, the City provides use of the Senior Center for the senior meal program and the senior social services program and provides office space at the Police Department for the youth criminal diversion program. This is an example of how the city used publicly owned facilities to assist in addressing the needs identified in the plan.

Examples of other leveraged funds come from the Home Improvement Program. Eligible low-income homeowners can use their personal funds to pay for a rehabilitation project and will receive 50% of their costs back in CDBG funds, per program policy, in the form of a rebate. Code Enforcement CDBG funds are also leveraged by general funds.

The City does not participate in any programs that have matching requirements.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	440	431
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	15	11
Number of households supported through Acquisition of Existing Units	0	0
Total	**455**	**442**

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City collaborates with Orange County Housing Authority who administers the voucher assistance program for the city. This ensures that rental assistance is made available to the most disadvantaged households in the city and helps provide rental assistance to special needs populations to ensure they have affordable housing. As Table 5 shows, the amount of vouchers issued was just slightly lower than the one–year goal.

As noted on Table 5, the City reached about 75% of its annual goal for the projected number of households supported through the Rehab of Existing Units. The Home Improvement Program had several projects that started in the prior year and were finished this year that limited the number of new projects that could be started and completed within the fiscal year. The City continues to receive a good number of applicants and reviewing applications to approve qualified low-income candidates and determining the scope of work for each project, takes a significant amount of time. Staff continued to market the Home Improvement Program by posting program information and availability on the City's

social media pages and website, posting flyers at the Senior Center, asking City Council members, Commissioners and Board members to disseminate information on the program, publishing articles in community newsletters, and mailing targeted letters to homes with deferred maintenance. The program is advertised in Fountain Valley Living Magazine, the local city magazine that is delivered to all city households, and has successfully generated applicants. One of the most effective means of advertising is word of mouth from satisfied participants. We have found this to be the most valuable way that qualified residents find out about the program.

Discuss how these outcomes will impact future annual action plans.

The FY 2022-23 CDBG program outcomes show that the activities funded were successful in assisting low-income households in the city. In future plans, the City will continue to focus on providing grants to a wide variety of PSAs to assist the underserved, and to offer grants, rebates and loans to low-income homeowners for rehabilitation of their homes, as the City has had measured success with these programs.

Code enforcement in eligible areas will also be utilized, as it continues to be an effective tool to address issues of deteriorated or deteriorating properties, and to ensure that all properties obtain building permits when required, to support the safety of all residents. Code enforcement also helps in the marketing of the Home Improvement Program as they provide information of the availability of funds to residents who are oftentimes unaware of the existence of the programs.

While CDBG funds can be used to assist with renovations and creation of new public facilities and capital projects in targeted neighborhoods, the city has determined that other community needs like housing and human services are a higher priority and can be more successfully addressed with the limited amount of CDBG funds that are available.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3	N/A
Low-income	7	N/A
Moderate-income	1	N/A
Total	**11**	**N/A**

Table 7 – Number of Households Served

Narrative Information

City of Fountain Valley funds programs and projects through the PSA Grant Program, Neighborhood Revitalization Program, and by contracting with Fair Housing Council of Orange County to provide services to households with income levels that are 80% or less of the median County income.

Of the 21 projects funded through the City's Neighborhood Revitalization Home Improvement Program 15% had income of less than 30% Orange County median income, 24% had incomes at between 31-50% of the Orange County median income and the remaining 46% were between 51% and 80% of the Orange County median income. 30% of the households were disabled, 48% were elderly, and 26% were female head of households. All households assisted in the Home Improvement Program were owner-occupied households as required by program policy.

431 vouchers for rental assistance were provided by OCHA in Fountain Valley. This includes regular Housing Choice Vouchers, Veterans Affairs Supportive Housing Vouchers, Non-Elderly Disabled Vouchers, Family Unification Vouchers, Family Self-Sufficient Vouchers and Port-in Vouchers from other Housing Authorities. Of this amount, 327 vouchers were for elderly households, and 53 were for disabled households. All OCHA voucher recipients qualify as low-income. (Table 6)

The households assisted by the City's Neighborhood Revitalization Program are reflected in Table 6 and Table 7. Interval House Domestic Violence Shelter assisted 73 domestic households which is almost double last year's number of clients served. Per HUD regulations domestic violence victims in need of emergency shelter are counted in public service agency accomplishments and do not fit the definition of homeless that are accounted for in Table 4.

Outside of the CDBG program, the Fountain Valley Housing Authority provided funding for a 50-unit affordable housing apartment complex that has eight units set aside for permanent supportive housing for Veterans Affairs Supportive Housing (VASH) recipients. This new affordable housing complex, named Prado Family Homes, is available to extremely low and very low-income households and addresses "worst case needs" for low-income households in the community. The project has been fully occupied since June 2022.

The City also monitors 78 affordable for-purchase owner occupied units, 156 senior affordable apartments, and 14 affordable all-age apartments to ensure they continue to comply with affordability restrictions. The City will also begin monitoring the 50-unit Prado project for compliance in 2024.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The number of persons experiencing homelessness in the City of Fountain Valley, tallied in the 2022 Point in Time (PIT) count, was 38 unsheltered and zero sheltered persons. The City continues to contract with City Net to address the need for specialized homeless outreach. City Net provides homeless housing navigation services to persons experiencing homelessness in Fountain Valley, and assists them in connecting to shelter and housing. City Net is one of the largest and most effective providers of street outreach and engagement services in southern California and has successfully provided services to many neighboring communities. City Net offers a number of programs to assist persons experiencing homelessness such as:

- Street Outreach
- Engagement Services
- Housing Navigation
- Case Management
- Transportation
- Emergency Health/Mental Health
- Services for Special Populations
- Food and Emergency Services
- Housing First
- Trauma-Informed Care

City Net's expertise is direct client contact and currently has engagement contacts with 30 + homeless individuals in Fountain Valley educating them on services and housing options that are available to them. They have successfully transitioned several people from the street and into housing and many others into specialized services. City Net services are funded outside of the CDBG program.

The Fountain Valley Police Department continues to fund two full-time Homeless Liaison Officers (HLO) dedicated to homeless intervention and education, and work alongside City Net. City Net services and the HLO's are funded outside of the CDBG program.

The City has also connected with Be Well OC, a public- private partnership, who are developing a coordinated system in Orange County to provide the best in mental health and substance abuse care to the community. Many persons experiencing homelessness struggle with these issues. The central coordinator for the program is the non-profit Mind OC who has recruited organizations that collaborate

to provide education and services regarding mental health and substance abuse that:

1. Reduce stigma
2. Prevent and Act Early
3. Close Treatment Gaps and Improve Access
4. Strengthen Crisis Response
5. Establish Community Hubs
6. Align Partners, Policies and Programs

The City continues to support the County of Orange in its Continuum of Care Program (CoC) that administers the homelessness strategy on a countywide approach. The CoC has restructured its governance so that functions are performed by either the Continuum of Care Board or the Commission to End Homelessness. They have also done extensive updating of their data initiatives to better assess the information collected to assist in implementing programs in the most efficient and cost effective manner.

Addressing the emergency shelter and transitional housing needs of homeless persons

In late 2022, the City entered into a partnership with the neighboring cities of Garden Grove and Westminster, and the County of Orange, to develop a year-round navigation center titled the Central Cities Navigation Center (CCNC). The CCNC will provide an 85-bed emergency shelter with wrap around social services to individuals experiencing homelessness. The city will have 13 dedicated beds available for the unhoused in the city. A property has been purchased and the development is well underway with an anticipated opening date of spring 2024. This project is funded outside of CDBG.

City Net will continue to do street outreach for the city. Their programs are aligned with Housing First principals, which means they place persons experiencing homelessness into decent, safe housing, before addressing other issues like stabilizing health, reducing harmful behaviors, or increasing income. City Net believes that by using this approach, ensuring basic necessities like safe housing are taken care of first, people can focus on other pressing issues that need addressed in order to get them stabilized and back to contributing members of society.

Until the navigation center is available, City Net will continue to provide housing search and placement services for eligible clients and they have the resources to locate, and place clients in emergency and transitional housing, throughout the county. City Net and FVPD are also able to refer individuals to the Yale Navigation Center in Santa Ana that is one-half mile outside of Fountain Valley. Yale Navigation Center is a 425-bed interim housing site that provides shelter and supportive services for individuals experiencing homelessness in Orange County.

In addition to City Net's services and FVPD efforts, the City allocated CDBG funds to Interval House through the PSA grant. Interval House offers emergency and transitional housing to domestic violence victims who would otherwise be homeless. Last year Interval House assisted 73 women with emergency shelter and support. They also provide the city with 24-hour crisis counseling and community outreach and education. In-person client services and community outreach were reduced due to COVID-19 safety protocols over the past few years but are starting to schedule more in-person educational events.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City makes referrals to the County of Orange Continuum of Care Coordinated Entry System (CES) that has established a coordinated system that paves the way for more efficient homeless assistance. Their program helps people move through the system faster by quickly matching them with the appropriate assistance program, and by providing prevention and diversion resources upfront that can oftentimes prevent homelessness. Coordinated Entry is one essential piece of a broader housing crisis resolution system that rapidly returns people who experience homelessness to stable housing.
Other elements include shifting investments towards interventions that achieve the best housing results and removing barriers such that there is an appropriate and effective housing intervention for everyone who needs one.

In order to further assist connecting people experiencing homelessness with additional supportive services offered in Orange County, 2-1-1 Orange County or www.211oc.org has created a "Comprehensive Resource Guide for Orange County". This virtual one-stop resource guide puts clients in

contact with organizations offering supportive services such as substance abuse treatment, mental health services, veterans services, health care, employment services, legal services, disability services, senior services, transportation and shower facilities. Staff routinely makes referrals to 2-1-1 Orange County for those clients seeking information.

During the 2022-23 reporting period, Fountain Valley allocated the maximum allowable amount of CDBG funds to public service programs. While some of the organizations funded do not directly serve the homeless, many of their activities help prevent homelessness. These activities include counseling programs for victims of domestic violence and at-risk youth, services for disable adults, youth services, and senior services. The City's Home Improvement Program also prevents potential homelessness by offering grants, rebates and loans to low-income, owner occupied households, to pay for repairs to their property that allows them to stay in their homes longer.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City had 38 persons experiencing homelessness, all unsheltered, during the 2022 Point in Time count. Unsheltered homeless are classified as "worst-case housing needs" in the community. As previously discussed, the City provides homeless services via the homeless service provider, City Net, to assist the FVPD HLO's in trying to move these clients off the street, and into decent housing. One issue that they often encounter in providing assistance is the fact the homeless population in the City is somewhat transient. Many homeless, including those living in vehicles, may be in the City one day, and gone the next. City Net and/or the HLO may initiate contact with homeless individuals to offer services, and later they cannot be located for follow up.

The FVPD also refers victims of domestic violence that have become unexpectedly homeless, to emergency shelters. Interval House is funded through the CDBG program to provide emergency and transitional housing for city residents affected by domestic violence and assisted 76 households during this reporting period.

As previously discussed, outside of the CDBG program, the Fountain Valley Housing Authority has provided funding for the 50-unit affordable housing apartment complex, Prado, that will has eight units set aside for permanent supportive housing for Veterans Affairs Supportive Housing (VASH) recipients. This new affordable housing complex will be available to extremely low and very low-income households and address "worst case needs" for low-income households in the community. The project was fully leased up in June 2022.

Additionally, the OCHA provided eight Emergency Housing Vouchers, 12 Continuum of Care Permanent Supportive Program Vouchers, and 18 VASH certificates to Fountain Valley households to assist individuals that are experiencing homelessness or at risk of becoming homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing units located in the City of Fountain Valley.

The City collaborates with OCHA to provide affordable housing opportunities through the provision of HUD's Housing Choice Voucher (formerly Section 8 Rental Assistance) to extremely low and very low-income persons/households including seniors, disabled persons and persons with special needs. In 2011, the City's Housing Authority passed a resolution to authorize the Orange County Housing Authority to continue to provide Housing Choice Vouchers in its Areas of Operation within the City of Fountain Valley. In FY 2022-23, 431 vouchers were issued to Fountain Valley households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units located in the City of Fountain Valley; therefore, no actions are being taken.

Actions taken to provide assistance to troubled PHAs

There are no public housing units located in the City of Fountain Valley; therefore, no actions are being taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The major barrier to achieving affordable housing goals is the exorbitant cost of existing housing and the increasingly high cost of housing construction and land costs. Another major factor is the lack of available land that would produce an economically viable option for production of housing for low- and moderate-income households.

In an effort to identify land readily available for affordable housing, the City modified the Harbor Boulevard South Island Specific Plan in 2017 to allow affordable housing units to be developed by right. An affordable housing developer purchased vacant land in the specific plan area, built a 50-unit affordable housing apartment complex, which is fully leased up as of June 2022. This is the Prado project mentioned earlier in this report. The complex has eight units dedicated to Permanent Support Housing for VASH recipients and the remainder to primarily extremely low and very low-income households. The VA provides social services on site for the veterans and Life steps Social Service Agency provides services for the remaining units. Lifesteps services are targeted to the tenant population to ensure that the services provided serve the best interests of the tenants.

To further remove barriers to transitional and supportive housing, the City Council passed an ordinance in 2016 permitting transitional and supportive housing by right in all residential zones in an attempt to dissolve barriers to their operation in the city.

In the recently approved Housing Element, the City has made new land available for housing development at higher densities that are expected to result in the addition of affordable housing units. The City is currently in discussion with four property owners that are moving forward with new residential developments that are expected to yield approximately 2,000 new additional homes.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City utilizes its entire PSA budget to fund services for underserved individuals in our community. The PSA Grants provide CDBG funds to agencies that have programs for many of the underserved communities including the low and moderate-income elderly, disabled adults and youth.

To assist the underserved elderly frail/elderly population, the City monitored 154 units of rental housing for very low and low-income seniors and collaborated with the Orange County Housing Authority who provided Housing Choice Vouchers to 431 very low-income seniors. The City provided CDBG funds through the PSA Program to: Meals on Wheels that provided delivered meals over the year to 46

homebound seniors and provided congregate meals at the senior center for 288 low-income city residents. The Congregate Meal program has reopened as an in-person sit down lunch service as it was prior to COVID-19. Attendance continues to be strong showing the need for food assistance programs for the seniors in the community.

The third year of the Senior Social Services Outreach Program in Response to COVID-19 continued to be successful. This program allows seniors to get virtual, phone and in-person services to locate needed services, and obtain referrals to social service programs and agencies. The program addresses issues that seniors need help with and connects them with programs that can provide specialized assistance. Many seniors are still isolating due to concerns about COVID-19 and this program helps them connect with services and counseling to hopefully alleviate their concerns, or educate them in healthy ways to deal with it.

The City also provides referrals to County programs that are designed to provide a level of care that allows persons with low incomes to receive assistance such as food, shelter, medical needs. There are also private efforts that the City collaborates with such as low-income utility discount programs.

Through the partnership with Orange County Housing Authority, many of the 431 Housing Choice Vouchers were provided to low-income individuals, including many with physical and mental disabilities. Additionally, the City continued to ensure all accessibility features are installed during construction of new housing units in compliance with Fair Housing requirements. The City also provided grant monies to Elwyn California who provided case management to 11 developmentally disabled adults however, at mid-year they terminated their grant because they were no longer able to provide services in the area.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City provides lead based paint hazard testing and/or risk assessment on every home rehabilitation project utilizing CDBG funds.

The City will continue to provide Lead Based Paint Hazard Grants to all approved rehabilitation program recipients as part of home improvement program, in compliance with HUD requirements. If a home tests positive for lead in a project area, the grant will also provide funds for abatement. In FY 2022-23, ten homes were tested for lead-based paint hazards. One home tested positive for lead in an area that was proposed to be part of the rehabilitation project. The lead was abated as part of the rehabilitation project.

Some properties receiving assistance were tested for lead in the previous fiscal year or were exempt from the lead testing requirement due to being built after 1978.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to 2022 Census data estimates, the percentage of the population with income beneath the poverty level in the State of California was 11.5% and in the whole USA, 12.8%. In comparison, the estimated percentage of residents in Fountain Valley with income below the poverty line was 8.8%.

The City utilizes its entire public service budget to supply grants that assist underserved individuals, which includes residents living below poverty level. The Public Service Program provides programs for low and moderate-income elderly, disabled adults and youth that they might not otherwise be able to afford. The City also provide grants, rebates and low interest deferred payment loans to low- income homeowners to assist with any necessary repairs on their owner-occupied property to keep their properties safe and sanitary.

The City also supports many County programs that are designed to provide a level of care that allows persons with extremely low incomes and below to receive assistance such as food, shelter, medical needs. This includes collaborating with private companies to support programs such as low-income utility discount programs. The City continues its partnership with OCHA to provide rental assistance to low-income households.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Fountain Valley's Community Development Department serves as the lead agency for the implementation of all programs/projects/activities outlined within the Consolidated Plan and subsequent Annual Action Plans. The department is comprised of the Housing and Community Development (HCD) Division, Building Division, Code Enforcement, and the Planning Division. Additionally, the City continued to participate in efforts to work collectively and cooperatively with other Orange County jurisdictions by participating in countywide efforts for all housing programs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Fountain Valley does not operate any public housing; however, relationships with both private for-profit developers and non-profit public service providers remain active as the City continues to implement its community development programs. In order to maintain and enhance existing relationships between public, private and non-profit organizations, the City of Fountain Valley will continue to participate in all local and regional information and referral meetings between agencies. As discussed earlier, the city provides funding to several non-profit social service agencies through the Public Service Agency Grant program.

The City continues to support and encourage efforts of the OCHA to coordinate private housing resources and social service agencies' programs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Fountain Valley collaborated with all Orange County cities and the County of Orange to develop a Regional Analysis of Impediments (AI) to Fair Housing Choice for the 5-year period that covers HUD program years 2020-2024. The AI provides: 1) an overview of laws, regulations, and administrative policies and procedures; 2) an assessment of how those laws affect the location, availability, and accessibility of housing; and 3) an assessment of conditions, both public and private, affecting fair housing choice.

To ensure Fountain Valley residents have no-cost access to expert advice regarding fair housing, the City funds Fair Housing Council of Orange County (FHCOC) who provides Fair Housing services to the community. During FY 2022-23, FHCOC handled a total of 126 general housing and discrimination complaints and inquiries from City residents and property owners. 392 possible violations were received from the 126 inquiries. The most common complaints were regarding rental agreements (108), household repairs (26), and 30-day and 60-day notice questions (49). FHCOC was able to assist all residents with their issues without making any outside referrals.

FHCOC provides an annual report detailing the City's and FHCOC significant accomplishments addressing Fair Housing. The Fair Housing Council of Orange County Analysis of Impediments FY 2022-23 Accomplishments report is attached.

The City continues to explore an inclusionary zoning requirement for all new housing developments that will require that a percentage of the units be made available to low-income households. In the 2020-2024 Regional Orange County Analysis of Impediments to Fair Housing this was a goal specific to the City of Fountain Valley.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

HCD Staff - The HCD department prepares an annual report, known as the CAPER, which includes a financial analysis of all HUD, funded activities and programs and an evaluation of each program's performance in meeting its programmatic expenditure goals and outcomes.

Staff monitors every project, including home rehabilitation and PSAs, to ensure compliance with CDBG regulations. Staff conducts on-site annual audits for all sub-grantees and on- site progress inspections throughout each home rehabilitation project and uses specific checklists for each program. Reasonable accommodation is made for non-English speakers and persons with disabilities if requested.

Housing and Community Development Advisory Board – The Housing and Community Development Advisory Board (HCDAB) meets on a regular basis to review programs and procedures related to the CDBG. Each year the HCDAB reviews the CAPER and forwards their recommendation of approval to the City Council.

City Council - The City Council reviews the CAPER on an annual basis and conducts a public hearing to receive comments from stakeholders and the public.

Quarterly Reports: - On a quarterly basis, the HCDAB is presented with a report that summarizes the accomplishments of PSAs funded under the City's PSA Grant program.

IDIS: - Integrated Disbursement and Information System – The Finance Department approves staff to make the draw of funds from HUD to ensure all expenses are inputted prior to draw.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Public Hearings are conducted in person and information is provided to the public on how to watch City Council meetings online, or on cable, if they chose not to attend in person. Reasonable accommodation can be made for non-English speakers and persons with disabilities if requested.

A Notice of Availability of the City of Fountain Valley's FY 2022-23 CAPER and dates of public meeting and public hearing was published in the Fountain Valley View on August 24, 2023. The FY 2022-23 CAPER was made available to the public for a 15-day period commencing on September 1, 2023, and ending on September 16, 2023. The Public Notice advised of a public meeting in front of the HCDAB on September 6, 2023, and a public hearing in front of the City Council on September 19, 2023. The draft CAPER was posted on the City of Fountain Valley's website, at City Hall, at the Fountain Valley Branch of the Library, and also available via email request. The Public Notice provided an email address for public comment for those not wanting to attend in person or mail in comments, and also advised how to view the Council meeting online or on cable television.

A public meeting of the HCDAB meeting was held on September 6, 2023, to review the draft FY 2022-23 CAPER. The meeting agenda was noticed at City Hall and the Recreation Center and was additionally posted on the City's website. The HCDAB forwarded a recommendation to City Council to approve the CAPER and submit the report to HUD. No public comments were received.

A public hearing was held in the City of Fountain Valley Council Chambers on September 19, 2023, before the Fountain Valley City Council, to review the draft FY 2022-23 CAPER and to receive public comments. The meeting agenda was noticed at City Hall and on the City website. City Council meetings are available to stream on the City's website and on local cable TV. An email was provided to obtain citizen input on the CAPER for those not able to attend. The Fountain Valley City Council unanimously voted to approve the CAPER and submit it to HUD. No public comments were received. (TBD)

<u>Summary of Public Comments</u>

No public comments were received for the FY 22-23 CAPER**.** (TBD)

CR-45 - CDBG 91.520(c)

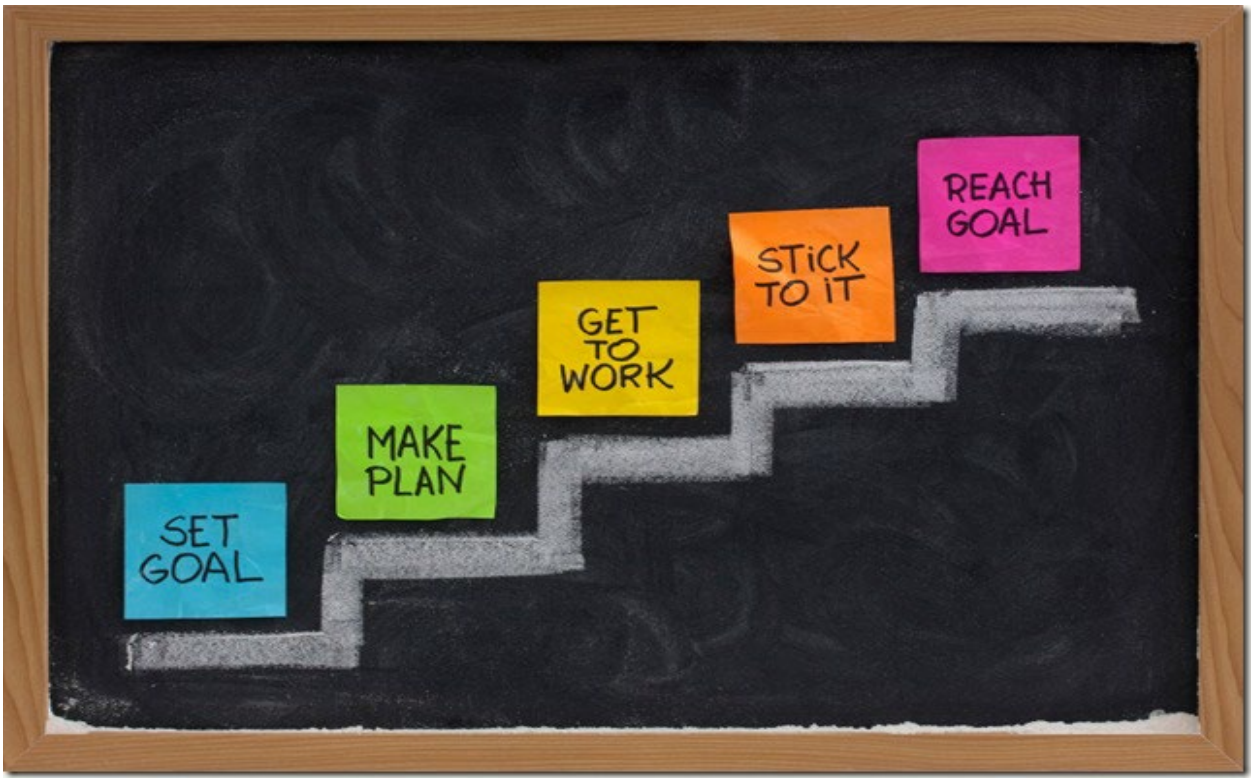
Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Fountain Valley has completed the third year of the 2020-24 five-year Consolidated Plan. The City made effective strides towards meeting its goals as laid out in the Consolidated Plan. The City will continue to implement the projects identified in the Con Plan to benefit low and moderate-income households in the city and also use CDBG-CV funds to continue the Senior Social Services Program in Response to COVID-19. No changes are anticipated to be made to the program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	N/A			
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 6 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 7 – Qualitative Efforts - Number of Activities by Program

Narrative

The City did not conduct any activities required to meet Section 3 regulations.

ATTACHMENTS

FAIR HOUSING COUNCIL OF ORANGE COUNTY

ANALYSIS OF IMPEDIMENTS

FY 2022-23

ACCOMPLISHMENTS

During the 2022-2023 report period the City of Fountain Valley took the following actions (on its own or in cooperation with regional partners and the Fair Housing Council of Orange County (FHCOC)) to overcome impediments to fair housing choice identified in the regional AI:

- Fair Housing Community Education – During 2022-23, the FHCOC regionally conducted or participated in 19 virtual and 81 in-person education and/or outreach activities, reaching a culturally and ethnically diverse audience, in which they made participants aware of fair housing laws and counseling services (including services to help households improve their readiness for a home purchase). As a result of practices that became commonplace and accepted due to the COVID-19 pandemic, the use of virtual education remained a component during the 2022-2023 period, especially for workshop presentations. Seventeen of the 19 virtual activities were not specific to only residents of Fountain Valley, but they were all available to those residents.

  Regionally, about 2,800 people were contacted or served by these activities. Through its various regional outreach efforts FHCOC distributed over 31,200 information pieces on fair housing, its services and other housing-related topics, in either English, Spanish or Vietnamese. Most of these items were distributed either directly or via mail or bulk delivery, while some were delivered electronically. Additionally, throughout Orange County FHCOC held 7 virtual training sessions for rental property owners/managers, with another 7 presented in person. FHCOC presented 2 virtual fair housing seminars for housing providers in cooperation with the Apartment Association of Orange County (AAOC). Fourteen general fair housing workshops intended for participation by either housing consumers or providers, or both, were provided throughout Orange County. Because 12 of these were virtual, they were not specific to residents of Fountain Valley, but they were largely available to those residents.

- Fair Housing Enforcement – On a regional basis, FHCOC staff performed 150 intakes regarding fair housing issues, which resulted in receipt of received 112 allegations of housing discrimination and the opening of 40 case files where the allegations seemed sufficiently meritorious to warrant further investigation and/or action. We also counseled or informed another 110 clients regarding fair housing law and/or rights. Five allegations arose from Fountain Valley and 1 case involved housing in Fountain Valley. On a regional basis, FHCOC also conducted 95 paired telephonic, systemic tests for discriminatory rental housing practices. Four systemic rental tests involved locations in Fountain Valley. County-wide an additional 9 paired telephonic tests of housing providers resulting from clients' allegations of housing discrimination and 10 paired telephonic systemic pre-application tests of lenders were

conducted. While the lending testing previously would have normally been conducted in person, protocols and behaviors initiated by COVID-19 pandemic restrictions have made telephone contact with loan officers commonplace.

Furthermore, 12 paired telephonic and relay operator supported tests were conducted regionally to assess possible discrimination against housing seekers who are deaf or hard of hearing. We also conducted 5 assessments of compliance with accessibility requirements for persons with disabilities at covered multi-family properties built within the last two years.

- Housing Dispute Evaluation & Resolution – On a regional basis, activities provided by FHCOC included assisting 3,318 unduplicated households addressing 11,269 issues, disputes and/or inquires. Of these, 129 unduplicated households, involving 393 issues, disputes and/or inquires, were from Fountain Valley.

- Reasonable Accommodations – On a regional basis, 12 inquiries regarding reasonable accommodations and modifications were received by FHCOC that resulted in casework beyond basic counseling that provided direct assistance in requesting an accommodation. None of the inquiries arose from Fountain Valley. Overall, 8 of the 12 clients requested and received a reasonable accommodation. Two clients did not follow through in process, and the outcome for two others were pending at the end of the program year. Another 55 households were counseled on issues involving reasonable accommodation of a disability-related need at their housing.

- Web-based Outreach – FHCOC's website currently has an on-line housing discrimination complaint-reporting tool that generates an email to FHCOC. It is also used for other, non-discrimination, housing-related issues. The City of Fountain Valley has a link to the FHCOC website where residents can access this information.

- Monitoring On-line Advertising – Orange County rentals listed on Craigslist were monitored by FHCOC for discriminatory content (as permitted by staffing limitations). Any discriminatory advertisements were flagged as prohibited and FHCOC responded to these ads through Craigslist's reply mechanism in order to inform the poster of possible discriminatory content. In most instances it was not possible to identify the property address and the identity of the individual making the posting. When possible FHCOC also brought these ads to the attention of Craigslist to hasten their removal, although the Craigslist reporting mechanism is no longer simple. When investigation was found to be feasible, the ad was referred to FHCOC's investigators for possible enforcement action. Other on-line rental advertising sites (e.g., *OC Register*, *LA Times, Westside Rentals, Zillow, etc.*) were sporadically monitored; however, the lack of an efficient text search function on these sites made monitoring them less practical. Without exception, among the 'apt / housing' Craigslist rental listings, the identified problematic postings indicated restrictions with regard to children under the age of 18 or improper preference for seniors or 'older adults' for housing opportunities that did not

appear to qualify as housing for older persons (age 55 and over). Overt racial or national origin discrimination in postings was not observed. Advertising in the 'rooms / shared' area of Craigslist was observed to have a higher incidence of stated preferences that violated fair housing law. However due to the practical aspects of resource limitations and case law considerations of shared housing situations, most were not acted upon.

With the change in California law effective January 1, 2020 that expanded 'source of income' protections to individuals who use forms of housing rent assistance, such as the Housing Choice Voucher (often called 'Section 8'), FHCOC had previously identified numerous Craigslist postings that contained discriminatory language regarding the use of housing rental assistance during 2020. In the 2022-2023 program year, FHCOC did not find any Craigslist postings for Orange County rentals that discriminated against users of a Housing Choice Voucher, even though this continued to be an issue in other parts of Southern California. However, several callers brought to our attention a few ads for Orange County rentals on other platforms that had stated an illegal refusal to accept housing assistance. When possible we reached out to the individuals offering the housing to demand a change in their ad.

- Monitor Home Mortgage Disclosure Act Data - Ongoing monitoring of Home Mortgage Disclosure Act (HMDA) data continues to be infeasible due to limited resources at FHCOC. FHCOC last was able to conduct such analysis using 2008 data (then the latest available) in conjunction with the preparation of the 2010-2015 *Regional AI*. Analysis of updated HMDA data from 2013, as well as other mortgage lending practices, was included as part of the City of Fountain Valley's FY 2015-2020 Regional Analysis of Impediments to Fair Housing Choice (AI), which was submitted as part of its Five Year Consolidated Plan FY 2015 - 2020. Similarly, the recently completed Regional Orange County Analysis of Impediments to Fair Housing Choice for the 2020-2024 Consolidated Plan cycle, contained some basic analysis of regional HMDA date for the period of 2014-2017. That analysis showed disparities in the access to loans on the basis of race, with minority applicants having less access than white applicants.

- Other Actions to Affirmatively Further Fair Housing - During 2022-23, FHCOC continued efforts to promote housing affordability within Orange County. It provided services and outreach to organizations involved in the creation and preservation of affordable housing. These groups included the Kennedy Commission, Mental Health Association of Orange County, Radiant Health (formerly Aids Services Foundation), Affordable Housing Clearinghouse, Jamboree Housing Corporation, Mercy House, South County Outreach, Families Forward, Orange County Congregations Community Organizations, and Orange County Community Housing Corporation.

  During the 2022-23 reporting period, FHCOC continued to offer fair housing training sessions, and these were open to all local government staff. As has become the norm due to COVID-19 imposed restrictions more than half of all trainings were conducted virtually. Training activity

included providing training to staff of the Orange County Housing Authority (OCHA), which serves Fountain Valley. We also provided an in-person training for housing providers that was organized by and sponsored by OCHA at its office. Any City of Fountain Valley staff attending our offered training could receive certification of their attendance.

The FHCOC produced and provided written fair housing related materials in English, Spanish and Vietnamese to the persons in Fountain Valley. Due to limitations necessitated by the COVID-19 pandemic our ability to distribute physical materials was severely limited during the first half of the program year, as public meetings and events were still significantly limited. Some materials were distributed by mail or email to persons contacting our agency or participating in virtual outreach activities. FHCOC also undertook specific virtual outreach efforts to immigrant populations in low-income neighborhoods. On a regional basis, an estimated 1,050 limited English proficiency (LEP) households were served during the 12 month program period, through a either telephonic contact, or a combination of virtual and in-person education and outreach activities. FHCOC also continued to implement activities under HUD Fair Housing Initiatives Program grants, for both education and outreach and fair housing enforcement. These program efforts specifically targeted fair housing services to persons with disabilities, minority groups and immigrant communities, especially immigrants with limited English proficiency. Program efforts included a fair housing testing program that sought to involve members of immigrant populations with limited English proficiency, both for the purpose of enforcing fair housing laws as testers and as a vehicle to increase outreach to these populations.

Through its status as a HUD-approved Housing Counseling agency, FHCOC assisted individuals, including those with limited English proficiency (LEP), with various housing related problems. This included being available to counsel and assist those who had received loans with documents, all prepared in English, which had terms that may have been different from what they believed or were informed they were obtaining, or of which they had less than a full understanding. Many of the other counseling activities under its HUD-approved Housing Counseling also assisted individuals with LEP.

PROOF OF PUBLICATION

PUBLIC NOTICE

PUBLIC COMMENT PERIOD

See Proof on Next Page

Fountain Valley View
1920 Main St. Suite 225
(714) 796-2209

Ashlyn Newman
10200 Slater Avenue
Fountain Valley, CA 92708

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of Orange County

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer and publisher of the Fountain Valley View, a newspaper published in the English language in the city of Irvine and adjudjed a newspaper of general circulation as defined by the laws of the State of California by Superior Court of the County of Orange County, State of California, under date of 02/15/1977, Case No. C824957. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/24/2023
At Orange County, California

Executed on: Aug 24, 2023.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

_____
Signature

PUBLIC NOTICE
OF PUBLIC HEARING AND COMMENT PERIOD FOR THE
CITY OF FOUNTAIN VALLEY
DRAFT FISCAL YEAR 2022-23 CDBG CONSOLIDATED ANNUAL

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in Housing and Community Development Advisory Board or City Council meetings, please contact the HCD Department at (714) 593-4428. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

PERFORMANCE AND EVALUATION REPORT

The City of Fountain Valley (City), in accordance with U.S. Department of Housing and Urban Development (HUD) regulations, has prepared its Draft Fiscal Year (FY) 2022-23 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER summarizes programs and activities implemented by the City in support of the housing and community development goals established in the City's 2020-24 Consolidated Plan and FY 2022-23 Action Plan. The CAPER covers the period from July 1, 2022 through June 30, 2023.

The CAPER will be available Friday, September 1, 2023, for public review on the City's website at www.fountainvalley.org . Citizen input is greatly encouraged. You may request an electronic copy of the CAPER and send written comments regarding the CAPER to Ashlyn.Newman@FountainValley.org by Friday, September 15, 2023, at 4 p.m.

In addition to the public comment period, a public meeting to review the CAPER will be held on Wednesday, September 6, 2023, at 6:00 p.m. before the Housing and Community Development Advisory Board, and a Public Hearing to review and approve the CAPER will be held on Tuesday, September 19, 2023, at 6:00 p.m. before the City Council. Both meetings will take place in the Fountain Valley Council Chambers located at 10200 Slater Avenue, Fountain Valley, CA 92708 and the public is welcome. You may also watch the City Council meeting on the City's website or on local cable Channel 3.

The City of Fountain Valley expects to submit the final version of the FY 2022-23 CAPER to HUD on or before September 30, 2023.

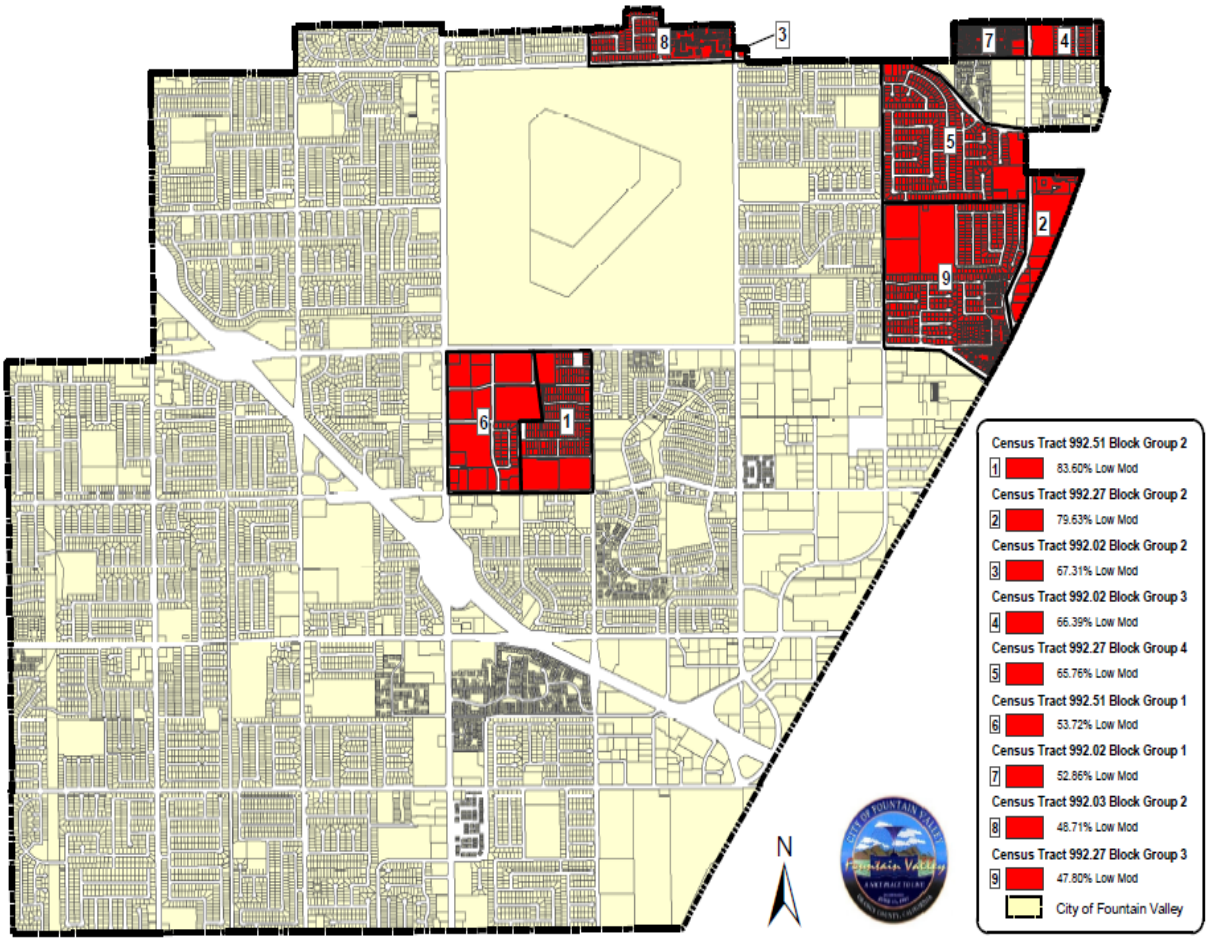
Publish: Thursday, August 24, 2023
Fountain Valley View
Fountain Valley View
Published: 8/24/23

CDBG ELIGIBLE AREAS

FOR

CODE ENFORCEMENT

CDBG CODE ENFORCEMENT ELIGIBLE LOW INCOME AREAS



HUD REPORTS

PR-26 CDBG Financial Summary Report

PR- 26 CDBG-CV Financial Summary Report

PR-50 CDBG Expenditure Report

PR-50 CDBG-CV Expenditure Report

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Public Hearing and Introduction: Code Amendment No. 23-01 – An Amendment To Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 Regarding Entitlement Extensions

Three-Year Strategic Goals

☐ Enhance the culture and environment of "A Nice Place to Live"
☒ Attract and retain revenue producing businesses
☐ Achieve fiscal stability in accordance with the 20-Year Financial Plan
☐ Attract and retain quality staff
☐ Not applicable

EXECUTIVE SUMMARY

The Fountain Valley Municipal Code (FVMC) currently places a time limit of one-year on entitlements before they expire. Within the 1-year time frame after entitlement approval, the applicant, or developer, must "exercise" the approved entitlement per FVMC 21.54.050(b). Exercising the entitlement involves obtaining a building permit, grading permit, diligently continuing construction activity, or actually implementing the allowed land use. Additionally, two additional 180-day extension periods may be approved by the city upon proof of a good faith effort to exercise the entitlement.

A recent increase in extension requests from developers prompted staff to survey surrounding cities for their entitlement approval time limits and extensions. Two (2) of the five (5) cities surveyed allow up to a total of three (3) years for entitlement approvals and extensions. Additionally, this possible three (3) year time limit coincides with the City's approval and extension time period within the Crossings Specific Plan.

At the Planning Commission meeting of August 9, 2023, the Planning Commission voted 5-0 approving Resolution No. 23-16 recommending the City Council approve Code Amendment No. 23-01. Staff recommends the City Council conduct a public hearing and introduce the attached Ordinance approving Code Amendment No. 23-01 to amend FVMC 21.54.050 and 21.54.070 regarding entitlement extensions (Attachment #1).

DISCUSSION

Recently, the Planning Division of the Community Development Department has received several requests for extensions to entitlements due to rising construction costs and lingering effects of COVID-19. Over the last 30 years, there have been a total of 11 requests for entitlement extensions with no more than two (2) requests in any given year. Most recently, these requests for extensions of entitlements have increased to include three (3) in the first three months of 2023.

As rising construction costs and lingering effects of COVID-19 are affecting construction throughout Southern California, and due to the influx of extension requests, staff took the opportunity to compare our code to surrounding cities to see if there is room to improve our code to make it more business friendly and consistent with surrounding cities.

Currently, FVMC Chapter 21.54.050 places a time limit of one-year on entitlements before they expire. Within the 1-year time frame after project approval, the applicant, or developer, must "exercise" the approved entitlement per FVMC 21.54.050(b). It's important to note that exercising the entitlement usually comes after the applicant has completed the process of producing construction drawings to obtain a building permit, gone through plan check review through the city and any other required agencies, obtain building and/or grading permits, and hired a contractor to begin the work.

An entitlement may only be exercised when one of the following happens:

1. Obtained a building permit with continuous on-site construction activity including pouring of foundations, installation of utilities or other similar substantial improvements has commenced;
2. Obtained a grading permit and has completed a significant amount of on-site grading, as determined by the director;
3. Diligently continued the approved construction/grading activities without stopping for more than one hundred eighty days; or
4. Actually implemented the allowed land use, in its entirety, on the subject property in compliance with the conditions of approval.

Additionally, if one-year is not sufficient time to exercise the entitlement, two additional 180-day periods (for a maximum of 12 months total) may be approved if the applicant can prove they have made a good faith effort to exercise the entitlement.

A survey of the surrounding cities of Garden Grove, Westminster, Costa Mesa, Huntington Beach, and Santa Ana revealed that these cities allow entitlement approvals for 1-2 years and extensions of entitlements for 1-2 years as shown in Table 1: Entitlement Approvals/Extensions below. Additionally, Table 1 also shows the specific entitlement approvals and extension times for the Crossings Specific Plan. All other Specific Plans in Fountain Valley do not outline specific entitlement time frames and therefore defer to the FVMC.

Table 1: Entitlement Approvals/Extensions

City	Entitlement Approval Period	Extension	Total Possible Approval Period
Garden Grove	1 year	1 year	2 years
Westminster	1 year	1 year	2 years
Costa Mesa	2 years	1 year	3 years
Huntington Beach	1 year	1 year	2 years
Santa Ana	2 years	1 year	3 years
Crossings Specific Plan	*1 year*	*2 one-year extensions*	*3 years*

As noted in Table 1, the cities of Costa Mesa and Santa Ana allow for a total length of 3 possible years for entitlement approval and allowable extensions. Additionally, the Crossings Specific Plan also allows for a total of 3 possible years for entitlement approval and allowable extensions.

Staff has proposed in the attached Ordinance to align the FVMC with the cities of Costa Mesa and Santa Ana, and align the FVMC with the existing entitlement approvals/extensions permitted in the city's own Crossing Specific Plan, to allow for a total of 3 possible years for entitlement approval and extensions through an entitlement approval period of 1-year and the allowance of up to two 1-year extensions.

Lastly, FVMC Chapter 21.54.070 outlines that for a period of twelve months following an entitlement approval, disapproval, or revocation/modification of a discretionary entitlement, no application for the same or substantially similar discretionary entitlement for the same site shall be filed. This section fails to include entitlements that have been extended per FVMC 21.54.050 and thus will be revised with the attached Ordinance.

General Plan Consistency

The proposed amendment will help to enhance the City's economic base and business environment by assisting in the preservation, improvement, and intensification of existing commercial development (General Plan Goal/Policy 2.12.1). Additionally, the proposed amendment will meet the General Plan Advisory Committee's values and issues for the General Plan Update to provide for a fiscally sustainable municipal government and to ensure economic prosperity of the city. Extending entitlement extension time will allow property owners additional time to get through the plan check process once their entitlements are approved by the city without having to re-apply for entitlements for their same project. This will help contribute to enhancement of the City's economic base, provide for a fiscally sustainable municipal government, and will help ensure economic prosperity for developers. Additionally, this amendment aligns with the cities of Costa Mesa and Santa Ana, as well as Fountain Valley's own Crossings Specific Plan, by providing up to 3 years total, including possible extensions, to develop a project.

FINANCIAL REVIEW

There is no financial impact associated with approving the proposed code amendment. This Ordinance will simply allow for the possibility of additional time for developers to get through the plan check process to develop their projects successfully.

PUBLIC NOTIFICATION

The item was published in the Fountain Valley View and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library.

ENVIRONMENTAL IMPACT REVIEW

Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15060(c)(2)(the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3)(there is no possibility the activity in question may have a significant effect on the environment). (Attachment #2).

ATTORNEY REVIEW

The Attorney for the City has reviewed the attached Ordinance.

ALTERNATIVES

Alternative No. 1: Introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-01 to amend the Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 regarding entitlement extensions.

Alternative No. 2: Do not introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-01 to amend the Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 regarding entitlement extensions.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1 to introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-01 to amend the Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 regarding entitlement extensions.

Prepared by: Steven Ayers, Principal Planner

Reviewed by: Omar Dadabhoy, Community Development Director

Approved by: Maggie Le, City Manager

Attachments:

1. Ordinance for Code Amendment No. 23-01
2. Notice of Exemption

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING A CATEGORICAL EXEMPTION PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CODE AMENDMENT (CA) NO. 23-01 TO AMEND THE FOUNTAIN VALLEY MUNICIPAL CODE (FVMC) SECTIONS 21.54.050 AND 21.54.070 REGARDING ENTITLEMENT EXTENSIONS

WHEREAS, the Fountain Valley City Council adopted the Development Code Update on December 7, 2000; and

WHEREAS, FVMC Chapter 21.54.050 places a time limit of 1-year on entitlements before they expire with allowances for two (2) additional one hundred eighty day extension periods for a maximum of a twelve month extension on approvals of a project; and

WHEREAS, FVMC Chapter 21.54.070 outlines that for a period of twelve months following the approval, disapproval or revocation/modification of a discretionary entitlement, no application for the same or substantially similar discretionary entitlement for the same site shall be filed. This section fails to include entitlements that have been extended per FVMC 21.54.050; and

WHEREAS, the Crossings Specific Plan (CSP) places limits on entitlement approval and extensions that differ than the FVMC by allowing two (2) one-year extensions. The CSP Section 2.0.5.A.6 specifically states, “An approved Development Plan shall be valid for a period of one year. A maximum of two one-year time extensions may be requested. A time extension request must be made in writing by the applicant, property owner(s), and/or authorized designee, a minimum of thirty days prior to the expiration of the current approval. If construction activity does not commence within the approval or extension period, the entitlement shall be terminated”; and

WHEREAS, a survey of the surrounding cities of Garden Grove, Westminster, Costa Mesa, Huntington Beach, and Santa Ana revealed that these cities allow entitlements approvals for 1-2 years and extensions of entitlements for 1-2 years; and

WHEREAS, the Cities of Costa Mesa and Sana Ana allow a total length of 3 years taking into account entitlement approval and allowable extensions when combined; and

WHEREAS, over the last 30 years, there have been 11 requests for entitlement extensions with no more than two requests in any given year. Most recently, these requests for extensions of entitlements have increased to include three (3) in the first three months of 2023 due to rising construction costs and the lingering effects of COVID-19; and

WHEREAS, the City Council of the City of Fountain Valley wishes to provide consistency in entitlement time limits and extensions between the CSP and the FVMC; and

WHEREAS, the City Council of the City of Fountain Valley wishes to provide entitlement time limits and extensions consistent with nearby cities; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed Code Amendment No. 23-01 at a duly noticed public hearing on August 9, 2023, and by a vote of 5-0 recommended the City Council approve a Categorical exemption per CEQA and approve Code Amendment No. 23-01 to amend FVMC Sections 21.54.050 and 21.54.070 regarding entitlement extensions; and

WHEREAS, the proposed Code Amendment No. 23-01 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

SECTION 1

The City Council hereby determines that Code Amendment No. 23-01 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2)(the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3)(there is no possibility the activity in question may have a significant effect on the environment).

SECTION 2

The City Council finds that due notice of the public hearing on September 19, 2023, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the Planning Commission agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the General Plan, and would not create any inconsistencies with Title 21, in the case of a title amendment. The proposed amendment will help to enhance the City's economic base and business environment by assisting in the preservation, improvement, and intensification of existing commercial development (General Plan Goal/Policy 2.12.1). Additionally, the proposed amendment will meet the General Plan Advisory Committee's values and issues for the General Plan Update to provide for a fiscally sustainable municipal government and to ensure economic prosperity of the city. Extending entitlement extension time will allow property owners additional time to get through the plan check process once their entitlements are approved by the city without having to re-apply for entitlements for their same project. This will help contribute to enhancement of the City's economic base, provide for a fiscally sustainable municipal government, and will help ensure economic prosperity for developers. Additionally, this amendment aligns with the cities of Costa Mesa and Santa Ana by providing up to 3 years total, including possible extensions, to develop a project.

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city. The proposed amendment will allow

property owners more time to develop their project with longer extension times if necessary consistent with surrounding cities and the Crossings Specific Plan. The amendment will have no effect on the detriment to the public convenience, health, interest, safety or welfare of the city as it will only extent time for a property owner to develop a project that has already been found to not be a detriment to the public convenience, health, interest, safety or welfare of the city through its own approval of the entitlement.

3. The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures as addressed in Section 1 above.

4. The proposed amendment is internally consistent with other applicable provisions of Title 21. As noted in finding 1 above, Code Amendment No. 23-01 would amend FVMC 21.54.050 and 21.54.070 to provide extended time limits on extensions to entitlements only. This amendment will be internally consistent with other applicable provisions of Title 21 of the FVMC. There are no other known inconsistencies with the proposed amendment and other applicable provisions of Title 21.

SECTION 4

Section 21.54.050 is hereby amended to read as follows:

"…

21.54.050 Time limits and extensions.

(a) Time Limits.

(1) To ensure continued compliance with the provisions of this chapter, each approved entitlement shall expire twelve months from the date of approval, unless otherwise specified in the entitlement, if the use has not been exercised.

(2) Time extensions may be granted, or conditionally granted, in compliance with subsection (c) of this section.

(3) If an entitlement has not been exercised within the established time frame, and a time extension is not granted, the provisions of subsection (c) of this section shall deem the entitlement void.

(b) Entitlement Implementation.

(1) An approved entitlement shall be exercised before its expiration. The entitlement shall not be deemed exercised until the applicant has:

(A) Obtained ~~a~~ and acted upon a building permit with continuous on-site construction activity including pouring of foundations, installation of utilities or other similar substantial improvements has commenced; or

(B) Obtained a grading permit and has completed a significant amount of on-site grading, as determined by the director; or

(C) Diligently continued the approved construction/grading activities without stopping for more than one hundred eighty days; or

(D) Actually implemented the allowed land use, in its entirety, on the subject property in compliance with the conditions of approval.

(2) Project Phasing.

(A) Where the entitlement provides for development in two or more phases or units in sequence, the entitlement shall not be approved until the review authority has approved a phasing plan for the entire project site.

(B) The applicant shall not be allowed to develop a portion of the proposed development under the original approval, and then develop the remaining portion(s) in compliance with this section, without prior review authority approval.

(C) Subsequent phases of an approved project shall be commenced within twelve months of the exercising of the previous phase's entitlement or the entire project entitlement shall expire.

(D) If the application for the entitlement also involves the approval of a tentative map, the phasing shall be consistent with the tentative map and the entitlement shall be exercised before the expiration of the companion tentative map.

(c) Extensions of Time.

(1) The applicant shall file a written request for an extension of time with the department at least thirty days before the expiration of the entitlement, together with the filing fee required by the city's fee resolution.

(2) The review authority shall determine whether the applicant has made a good faith effort to exercise the entitlement.

(3) The burden of proof is on the applicant to establish, with substantial evidence beyond the control of the applicant (e.g., demonstration of financial hardship, legal problems with the closure of the sale of the parcel, poor weather conditions in which to complete construction activities, etc.), why the entitlement should be extended.

(d) Action on Expiration/Extension.

(1) Upon good cause shown, extensions may be approved or approved with modifications by the review authority that originally approved the entitlement, whose decisions may be appealed in compliance with Chapter 21.60 (Appeals) of this title.

(2) The maximum number of months that an entitlement may be extended shall not exceed a total of two additional one year ~~hundred eighty-day~~ periods (for a maximum of two years ~~twelve months~~ total) beyond the expiration of the original approval.

…"

SECTION 5

Section 21.54.070 is hereby amended to read as follows:

"…

(a) Resubmittals Prohibited Within Twelve Months. For a period of twelve months following the approval, disapproval, ~~or~~ revocation/modification, or approved extension of a discretionary entitlement, no application for the same or substantially similar discretionary entitlement for the same site shall be filed.

…"

SECTION 6

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 7

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF _____, 2023____.

ATTEST:

_____ _____

Rick Miller, City Clerk Kim Constantine, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

_____

Attorneys for the City
City of Fountain Valley

CITY OF FOUNTAIN VALLEY
Planning Department
10200 Slater Avenue, Fountain Valley, CA 92708
714-593-4425 – fountainvalley.org

Notice of Exemption

TO: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of Orange
12 Civic Center Plaza
Santa Ana, CA 92701

FROM: City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Project Title: Entitlement Extensions - Code Amendment No. 23-01

Project Location/Address: City of Fountain Valley - Citywide

Project Activity/Description: An amendment to the Fountain Valley Municipal Code (FVMC) Sections 21.54.050 and 21.54.070 regarding entitlement extensions.

Public Agency Approving Project: **City of Fountain Valley, Orange County, California**

Project Applicant: City of Fountain Valley

Project Applicant's Address: 10200 Slater Ave., Fountain Valley, CA 92708 Phone Number: (714)593-4425

Exempt Status**: (check one):**

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b((3); 15269 (a));
- ☐ Emergency Project (Sec. 21080 (b)(4); 15269 (b) (c));
- ☑ Categorical Exemption. State type and section number: 15060(c)(2) and 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: This request is exempt from CEQA pursuant to CEQA guidelines 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Lead Agency
Contact Person: Steven Ayers, Principal Planner Contact Phone: 714-593-4431

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?: ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☑ Signed by Lead Agency ☐ Signed by Applicant

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Public Hearing and Introduction: Code Amendment No. 23-02 – An Amendment To Fountain Valley Municipal Code Section 21.08.055 For Accessory Dwelling Units (ADU's)

Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Attract and retain revenue producing businesses
☐ Achieve fiscal stability in accordance with the 20-Year Financial Plan
☐ Attract and retain quality staff
☐ Not applicable

EXECUTIVE SUMMARY

On April 27, 2023, the City received a letter from the California Department of Housing and Community Development (HCD) noting the city's ADU Ordinance, which was approved on February 7, 2023 through Ordinance No. 1597, was non-compliant with sections 65852.2, 65852.22, and 65852.26 of the California Government Code (Attachment #1). The six (6) areas requiring changes to the City's ADU Ordinance include regulations on zoning, height allowance, separate sale, visibility, accessory structures, and minimum size.

On June 7 2023, staff met with HCD to discuss their findings on Fountain Valley's ADU Ordinance. The discussion also revealed other areas of concern from HCD that must be changed to comply with state law including regulations on building separation, garage doors for garage conversions, and Junior ADU's.

The attached Ordinance incorporates changes noted by HCD in the letter dated April 27, 2023 as well as the changes discussed with HCD on June 7, 2023 (Attachment #2).

At the Planning Commission meeting of August 9, 2023, the Planning Commission voted 5-0 approving Resolution No. 23-18 recommending the City Council approve Code Amendment No. 23-02. Staff recommends the City Council conduct a public hearing and introduce the attached Ordinance approving Code Amendment No. 23-02 to amend Fountain Valley Municipal Code (FVMC) 21.08.055 for ADU's.

DISCUSSION

On December 20, 2022, the Fountain Valley City Council adopted Urgency Ordinance No. 1596 compliant with legislation approved by Governor Newsom in 2022, Assembly Bill (AB) 2221 and Senate Bill (SB) 897, which became effective on January 1, 2023. Shortly thereafter, on February 7, 2023, the City Council adopted Ordinance No. 1597

approving an ADU ordinance compliant with AB 2221 and SB 897, thus replacing and making Urgency Ordinance No. 1596 null and void.

On February 28, 2023, the city sent Ordinance No. 1597 to the Department of Housing and Community Development ("HCD") through the email address ADU@hcd.ca.gov as required by Government Code Section 65852.2(h) and the city received confirmation of the receipt of Ordinance No. 1597 on the same day.

On April 27, 2023, the city received a letter from HCD stating that, in HCD's opinion, Ordinance No. 1597 was non-compliant with sections 65852.2, 65852.22, and 65852.26 of the California Government Code (Attachment #1). The letter also states that the City must provide a written response to the letter by May 26, 2023. The letter outlines six (6) areas where Fountain Valley's ADU Ordinance is deficient as described below and the cities response to each area.

1. Section 21.08.055 (a)(4) – Zoning – The Ordinance states, "Accessory Dwelling Unit(s) shall be permitted on a residentially zoned parcel…" However, Government Code section 65852.2, subdivision (a)(1) and (a)(1)(D)(ii), requires ADUs "within areas zoned to allow single family or multifamily use". Referring only to "residentially zoned" parcels may inadvertently omit mixed use zones. To promote clarity, the City should rewrite this section to mirror State ADU Law.

   City Response – Edits were made to (a)(4) and (b)(4) noting that ADU's shall be permitted in areas zoned to allow for single-family or multifamily dwelling residential use on lots that include an existing or proposed dwelling.

2. Section 21.08.055 (a)(5)(B), (b)(5)(B), (b)(13) – Height Allowance – The Ordinance describes a unit subject to Government Code section 65852.2, subdivision (e)(1)(B), in several different situations. Each reference includes a height maximum of 16 feet. However, Government Code section 65852.2, subdivision (e)(1)(B), directly refers to subdivision (c)(2)(D), which increases height maximums under certain conditions. The City must amend the language to reflect current State ADU Law.

   City Response - Edits made to (a)(5)(B), (b)(5)(B), and (b)(13) to remove the height limitation from the code. Section (b)(17) was amended to reflect state law regarding maximum height allowed for an ADU.

3. Section 21.08.055 (a)(7), (b)(7) – Separate Sale – The Ordinance prohibits separate sale of an ADU. However, Government Code section 65852.26 creates a narrow exception to allow separate conveyance of an ADU to a qualified buyer if the property was built or developed by a qualified nonprofit corporation, among other things. The City must amend the Ordinance to reflect State ADU Law.

   City Response - Edits made to (a)(7), (a)(14), (b)(7), and (b)(23) regarding sale/conveyance under 65852.26. This California Government Code

Section allows for an ADU to be sold or conveyed separately from the primary residence to a qualified buyer if the ADU or primary dwelling was built/developed by a qualified nonprofit corporation, there is an enforceable restriction on the land that the ADU be sold to low-income families for a restricted 30 years, the property is held pursuant to a recorded tenancy in common agreement, a grant deed naming the grantor, grantee, and describing the property interests being transferred is recorded, and if requested by the utility the ADU has separate water, sewer, and electrical to the utility. The edits to the Fountain Valley ADU Ordinance were made by the City Attorney's Office and comply with Government Code Section 65852.26.

4. Section 21.08.055 (a)(18), (b)(9), (b)(12) – Visibility – The Ordinance prohibits entry for an ADU "onto, or parallel to, a front or side yard public street…" and requires entries to be screened "as not to be visible from the public right-of-way". It states, "Staircases for two-story attached accessory dwelling units shall be internal..." It later states that detached ADUs "must clearly subordinate by location and size." However, State law requires that ADUs and junior accessory dwelling units (JADUs), have an independent entry into the unit (Gov. Code, § 65852.2, subd. (e)(1)(a)(ii) and Gov. Code, § 65852.22, subd. (a)(5)). A constraint on the location of an entry door, including provisions necessary to serve entry on a second-floor unit, such as external staircases, are excessively constraining. Furthermore, "clearly subordinate" is a subjective term. Government Code section 65852.2, subdivision (a)(6), states that, "a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units." The Ordinance also indicates that a detached ADU "must be located in the rear yard." However, local development standards, regarding location of the ADU as well as visibility, that are provided by the Ordinance pursuant to Government Code section 65852.2, subdivisions (a) through (d), may not preclude ADUs created under Government Code section 65852.2, subdivision (e). Therefore, the City must remove these sections.

   City Response - Edits made to a(18), (b)(9), and (b)(12) regarding entrances/location. HCD also required that our ADU Ordinance note that these sections do not apply to ADU's created under Section 65852.2, subdivision (e) which applies to internal units, JADU's, and detached ADU's that are 800 square feet or less. This means that internal units, JADU's, and detached ADU's that are 800 square feet or less cannot be limited to two entrances and detached ADU's less than 800 square feet can provide a building separation from the main dwelling less than 10 feet.

5. Section 21.08.055 (b)(8)(D) – Accessory Structure – The Ordinance states "The maximum unit sizes outlined in this section… shall include an existing or proposed garage space if designated for the accessory dwelling unit." However, Government Code section 65852.2, subdivision (j)(1), defines ADUs as "an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing

primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated." A garage is not included in the ADU definition. Further, in relation to provisions for living, subdivision (j)(4) defines the "living area" to mean the interior habitable space of a dwelling unit, including basements and attics but does not include garages. Therefore, garages may not be included in square footage calculation toward an ADU. The City must remove this provision.

City Response - Edits made to (b)(8)(D) to address garage size only when designated for an ADU.

6. Section 21.08.055 (b)(8)(A) – Minimum Size – The Ordinance permits a minimum size of 220 square feet for an ADU. However, Government Code section 65852.2, subdivision (j)(1)(A), provides that ADUs may be efficiency units. Government Code section 65852.2, subdivision (j)(3), then defines "efficiency unit" as having the same definition as Section 17958.1 of the Health and Safety Code, which permits a minimum size of 150 square feet. Therefore, the City must amend the language to reflect State statute.

City Response – Edits made to (b)(8)(A) and (d)(8) to min size of 150.

On May 26, 2023, staff notified HCD that updates would be prepared for Planning Commission and City Council consideration this summer. Additionally on June 7, 2023, staff had an informal meeting with HCD to discuss their findings that Fountain Valley's Ordinance does not comply with State ADU Law. Lastly, during the discussion with HCD, other areas of concern were discussed including building separation, garage doors for garage conversions, and Junior ADU's (JADU's).

Building Separation

Fountain Valley's existing ADU Ordinance requires a building separation of 10 feet between the main dwelling unit and a detached ADU. However, per Government Code Section 65852.2 notes that no development standard shall apply that would not permit at least an 800 square foot ADU with 4 foot setbacks. Therefore, the proposed ordinance requires a 10 foot building separation between the main dwelling unit and a detached ADU, similar to any other detached structure in Fountain Valley, unless the ADU is 800 square feet or less.

Garage Doors for Garage Conversions

Fountain Valley's existing ADU Ordinance requires that the garage doors of a garage that has been converted to an accessory dwelling unit shall be removed and replaced with a structural wall. Government Code Section 65852.2 notes that garage conversions are ministerial approvals, meaning they require only a building permit, and subjective requirements such as the architectural compatibility of requiring a garage door to be replaced with a solid wall are not allowed. Therefore, the proposed ordinance eliminates any language requiring garage door replacement for a garage conversion. In this scenario, garage doors may remain visible from the outside of the garage with a false insulated wall on the inside of the garage or, if an applicant chooses, the garage door can

be replaced with a new solid wall. Either way, the garage conversion space must meet certain Building Code and Energy Code requirements for a habitable conditioned space.

Junior ADU's

Fountain Valley's existing ADU Ordinance requires that JADU's are permitted in the R1 and GH zone. Per Government Code Section 65852.22, JADU's are permitted on a lot where a single-family residences are permitted. Per FVMC 21.08.030, single-family dwellings are permitted in the R1, GH, and R2 zone. Upon review with HCD, rather than name the zones where JADU's are permitted, the proposed ordinance simply states that JADU's are permitted in any residential zone with one proposed or existing single-family dwelling per lot.

State Review

State law requires that all local ADU ordinances be sent to the Department of Housing and Community Development (HCD) within 60 days after adoption. After adoption of an ordinance, HCD may submit written findings to the local agency as to whether the ordinance complies with state law. If HCD finds that the local agency's ordinance does not comply with state law, HCD will notify the local agency and will provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by state law, including notifying the Attorney General that the local agency is in violation of state law.

Although, HCD does not provide preapproval for ADU Ordinances prior to Planning Commission and City Council review, specific direction was provided to staff regarding compliance with state law during our informal meeting on June 7, 2023. This does not, however, preclude further comments from arising from HCD if Code Amendment 23-02 is adopted by City Council and sent to the State for another review as required by state law.

General Plan Consistency

The proposed ordinance will promote and encourage the development of a variety of housing opportunities to accommodate current and projected households by promoting the construction of additional dwelling units to accommodate Fountain Valley's share of regional housing needs in accordance with adopted land use policies (General Plan Housing Element Goal #1/Policy 1.1). Also, the ordinance will be consistent with California Government Code 65852.2, 65852.22, and Title 21 and would not create any inconsistencies with Title 21, in the case of a title amendment.

FINANCIAL REVIEW

There is no financial impact associated with approving the proposed code amendment. This Ordinance will simply bring the City's ADU Ordinance into compliance with the findings from HCD to provide consistency with state law.

PUBLIC NOTIFICATION

The item was published in the Fountain Valley View and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library.

ENVIRONMENTAL IMPACT REVIEW

Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17 [statutory exemption for second unit ordinances]; CEQA Guidelines sections 15282(h) [statutory exemption for second unit ordinances]; 15303 [new construction or small structures] and 15305 [minor alterations to land]. This ordinance is also exempt per CEQA Guidelines section 15061, because this ordinance will not have a significant effect on the environment, because ADU's will largely constitute infill housing which is exempt from CEQA (Attachment #3).

ATTORNEY REVIEW

The Attorney for the City has reviewed the attached Ordinance.

ALTERNATIVES

Alternative No. 1: Introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-02 to amend the Fountain Valley Municipal Code (FVMC) Section 21.08.055 for accessory dwelling units.

Alternative No. 2: Do not introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-02 to amend the Fountain Valley Municipal Code (FVMC) Section 21.08.055 for accessory dwelling units.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1 to introduce the attached Ordinance approving a categorical exemption per the California Environmental Quality Act (CEQA) and approving Code Amendment No. 23-02 to amend the Fountain Valley Municipal Code (FVMC) Section 21.08.055 for accessory dwelling units.

Prepared by: Steven Ayers, Principal Planner

Reviewed by: Omar Dadabhoy, Community Development Director

Approved by: Maggie Le, City Manager

Attachments:

1. HCD Letter dated April 27, 2023
2. Ordinance for Code Amendment No. 23-02
3. Notice of Exemption

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

April 27, 2023

Omar Dadabhoy, Community Development Director
Planning & Building
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Dear Omar Dadabhoy:

RE: Review of Fountain Valley's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, § 65852.2)

Thank you for submitting the City of Fountain Valley (City) accessory dwelling unit (ADU) Ordinance No. 1597 (Ordinance), adopted February 7, 2023, to the California Department of Housing and Community Development (HCD). HCD has reviewed the Ordinance and submits these written findings pursuant to Government Code section 65852.2, subdivision (h). HCD finds that the Ordinance does not comply with sections 55852.2, 65852.22, and 65852.26 in the manner noted below. Under that statute, the City has up to 30 days to respond to these findings. Accordingly, the City must provide a written response to these findings no later than May 26, 2023.

The Ordinance addresses many statutory requirements; however, HCD finds that the Ordinance does not comply with State ADU Law in the following respects:

- Section 21.08.055 (a)(4) – *Zoning* – The Ordinance states, "Accessory Dwelling Unit(s) shall be permitted on a residentially zoned parcel…" However, Government Code section 65852.2, subdivision (a)(1) and (a)(1)(D)(ii), requires ADUs "within areas zoned to allow single family or multifamily use". Referring only to "residentially zoned" parcels may inadvertently omit mixed use zones. To promote clarity, the City should rewrite this section to mirror State ADU Law.

- Section 21.08.055 (a)(5)(B), (b)(5)(B), (b)(13) – *Height Allowance* – The Ordinance describes a unit subject to Government Code section 65852.2, subdivision (e)(1)(B), in several different situations. Each reference includes a height maximum of 16 feet. However, Government Code section 65852.2, subdivision (e)(1)(B), directly refers to subdivision (c)(2)(D), which increases height maximums under certain conditions. The City must amend the language to reflect current State ADU Law.

- Section 21.08.055 (a)(7), (b)(7) – *Separate Sale* – The Ordinance prohibits separate sale of an ADU. However, Government Code section 65852.26 creates a narrow exception to allow separate conveyance of an ADU to a qualified buyer if the property was built or developed by a qualified nonprofit corporation, among other things. The City must amend the Ordinance to reflect State ADU Law.

- Section 21.08.055 (a)(18), (b)(9), (b)(12) – *Visibility* – The Ordinance prohibits entry for an ADU "onto, or parallel to, a front or side yard public street…" and requires entries to be screened "as not to be visible from the public right-of-way". It states, "Staircases for two-story attached accessory dwelling units shall be internal..." It later states that detached ADUs "must clearly subordinate by location and size." However, State law requires that ADUs and junior accessory dwelling units (JADUs), have an independent entry into the unit (Gov. Code, § 65852.2, subd. (e)(1)(a)(ii) and Gov. Code, § 65852.22, subd. (a)(5)). A constraint on the location of an entry door, including provisions necessary to serve entry on a second-floor unit, such as external staircases, are excessively constraining. Furthermore, "clearly subordinate" is a subjective term. Government Code section 65852.2, subdivision (a)(6), states that, "a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units." The Ordinance also indicates that a detached ADU "must be located in the rear yard." However, local development standards, regarding location of the ADU as well as visibility, that are provided by the Ordinance pursuant to Government Code section 65852.2, subdivisions (a) through (d), may not preclude ADUs created under Government Code section 65852.2, subdivision (e). Therefore, the City must remove these sections.

- Section 21.08.055 (b)(8)(D) – *Accessory Structure* – The Ordinance states "The maximum unit sizes outlined in this section… shall include an existing or proposed garage space if designated for the accessory dwelling unit." However, Government Code section 65852.2, subdivision (j)(1), defines ADUs as "an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated." A garage is not included in the ADU definition. Further, in relation to provisions for living, subdivision (j)(4) defines the "living area" to mean the interior habitable space of a dwelling unit, including basements and attics but does not include garages. Therefore, garages may not be included in square footage calculation toward an ADU. The City must remove this provision.

- Section 21.08.055 (b)(8)(A) – *Minimum Size* – The Ordinance permits a minimum size of 220 square feet for an ADU. However, Government Code section 65852.2, subdivision (j)(1)(A), provides that ADUs may be efficiency

units. Government Code section 65852.2, subdivision (j)(3), then defines "efficiency unit" as having the same definition as Section 17958.1 of the Health and Safety Code, which permits a minimum size of 150 square feet. Therefore, the City must amend the language to reflect State statute.

In response to the findings in this letter, and pursuant to Government Code section 65852.2, subdivision (h)(2)(B), the City must either amend the Ordinance to comply with State ADU Law or adopt the Ordinance without changes. Should the City choose to adopt the Ordinance without the changes specified by HCD, the City must include findings in its resolution that explain the reasons the City finds that the Ordinance complies with State ADU Law despite the findings made by HCD. Accordingly, the City's response should provide a plan and timeline to bring the Ordinance into compliance.

Please note that, pursuant to Government Code section 65852.2, subdivision (h)(3)(A), if the City fails to take either course of action and bring the Ordinance into compliance with State ADU Law, HCD may notify the City and the California Office of the Attorney General that the City is in violation of State ADU Law.

HCD appreciates the City's efforts provided in the preparation and adoption of the Ordinance and welcomes the opportunity to assist the City in fully complying with State ADU Law. Please contact Mike Van Gorder, of our staff, at (916) 916-776-7541 or at mike.vangorder@hcd.ca.gov if you have any questions or would like HCD's technical assistance in these matters.

Sincerely,

Shannan West
Housing Accountability Unit Chief

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING A CATEGORICAL EXEMPTION PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CODE AMENDMENT (CA) NO. 23-02 TO AMEND THE FOUNTAIN VALLEY MUNICIPAL CODE (FVMC) SECTION 21.08.055 FOR ACCESSORY DWELLING UNITS (ADU'S)

WHEREAS, the Fountain Valley City Council adopted the Development Code Update on December 7, 2000; and

WHEREAS, on December 5, 2017, the Fountain Valley City Council adopted Ordinance No. 1527 approving an ADU ordinance compliant with Assembly Bill (AB) 2299 and Senate Bill (SB) 1069 that amended California Government Code 65852.2 and 65852.22; and

WHEREAS, on March 17, 2020, the Fountain Valley City Council adopted Ordinance No. 1558 approving an ADU ordinance compliant with AB 68, AB 881, SB 13, AB 587, and AB 670 that amended California Government Code 65852.2 and 65852.22; and

WHEREAS, on December 20, 2022, the Fountain Valley City Council adopted Urgency Ordinance No. 1596 compliant with legislation approved by Governor Newsom, AB 2221 and SB 897, which became effective on January 1, 2023; and

WHEREAS, on February 7, 2023, the Fountain Valley City Council adopted Ordinance No. 1597 approving an ADU ordinance compliant with AB 2221 and SB 897, thus replacing and making Urgency Ordinance No. 1596 null and void; and

WHEREAS, per Government Code Section 65852.2(h), a local agency shall submit a copy of the ordinance adopted to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section; and

WHEREAS, on February 28, 2023, the city sent Ordinance No. 1597 to the Department of Housing and Community Development through the email address ADU@hcd.ca.gov and the city received confirmation of the receipt of Ordinance No. 1597 on the same day; and

WHEREAS, on April 27, 2023, the city received a letter from the Department of Housing and Community Development ("HCD") stating that, in HCD's opinion Ordinance No. 1597 was non-compliant with sections 65852.2, 65852.22, and 65852.26 of the California Government Code; and

WHEREAS, pursuant to HCD's request, the City of Fountain Valley has revised its ADU Ordinance to address the concerns expressed by HCD; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed Code Amendment No. 23-02 at a duly noticed public hearing on August 9, 2023, and by a vote of 5-0 recommended the City Council approve a Categorical exemption per CEQA and approve CA 23-02 to amend FVMC Section 21.08.055 for ADU's; and

WHEREAS, the proposed CA 23-02 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

SECTION 1

The City Council hereby determines that CA 23-02 is exempt from the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17 [statutory exemption for second unit ordinances]; CEQA Guidelines sections 15282(h) [statutory exemption for second unit ordinances]; 15303 [new construction or small structures] and 15305 [minor alterations to land]. This ordinance is also exempt under CEQA Guidelines section 15061, because this ordinance will not have a significant effect on the environment, because ADUs will largely constitute infill housing which is exempt from CEQA.

SECTION 2

The City Council finds that due notice of the public hearing on September 19, 2023, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the Planning Commission agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the General Plan, and would not create any inconsistencies with Title 21, in the case of a title amendment. The proposed amendment would promote and encourage the development of a variety of housing opportunities to accommodate current and projected households by promoting the construction of additional dwelling units to accommodate Fountain Valley's share of regional housing needs in accordance with adopted land use policies (General Plan Housing Element Goal #1/Policy 1.1). CA 23-02 would be consistent with California Government Code 65852.2, 65852.22, and Title 21 and would not create any inconsistencies with Title 21, in the case of a title amendment.

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city. CA 23-02 would clearly identify standards that must be met per California Government Code 65852.2 and 65852.22 along with development standards to ensure consistency with the Fountain Valley Municipal Code to ensure public convenience, health, interest, safety, and welfare will be met.

3. The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures as addressed in Section 1 above.

4. The proposed amendment is internally consistent with other applicable provisions of Title 21. As noted in finding 1 above, CA 23-02 would update FVMC 21.08.055 to provide internal consistency with other applicable provisions of Title 21. There are no other known inconsistencies with the proposed amendment and other applicable provisions of Title 21.

SECTION 4

Section 21.08.055 is hereby amended to read as follows:

"…

21.08.055 Standards for accessory dwelling units.

The following objective standards shall apply to accessory dwelling units:

(a) Accessory Dwelling Units Constructed Within Existing Structures. An accessory dwelling unit: (1) located within a proposed or existing single-family dwelling, including attached garages, storage areas or similar uses, or an accessory structure; or (2) constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit; or (3) located within an existing multi-family structure project shall conform to the following:

(1) Building Permit. Prior to constructing an accessory dwelling unit per this subsection, the applicant must apply for and receive approval of a building permit. The application shall be ministerially considered and approved, without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or regulation of variances or special use permits, and be in compliance with all requirements imposed by subsection (a).

(A) Plan Review. The city shall approve or deny an application to create or serve an accessory dwelling unit under subsection (a) within sixty days from the date the city receives a completed building permit application if there is an existing single-family or multi-family dwelling on the lot. If the application to create or serve an accessory dwelling unit is submitted in conjunction with an application to create a new single-family or multifamily dwelling unit on the lot, the city may delay approving or denying the application for the accessory dwelling unit until the city approves or denies the application to create or serve the new single-family or multi-family dwelling, but the application to create or serve the accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the agreed-upon delay. If the city has not approved or denied the completed application within sixty days, the application shall be deemed approved.

(B) Denial. If the permitting agency denies an application for an accessory dwelling submitted pursuant to subdivision (a)(1)(A), the permitting agency shall, within the time

period of subdivision (a)(1)(A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. The permitting agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(2) Demolition Permit. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time. The permit applicant shall not be required to provide a written notice or posted placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.

(3) Building Code Requirements. Accessory dwelling units shall be constructed on a permanent foundation and shall be built in compliance with the California Building Code. Accessory dwelling units shall comply with local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent the city from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(4) Areas Allowed. Accessory dwelling unit(s) shall be permitted in areas zoned to allow for single-family or multifamily dwelling residential use on lots that include an existing or proposed dwelling. ~~on a residentially zoned parcel with one existing or proposed single-family dwelling and in multi-family projects as noted in subsection (e).~~

(5) Number of Accessory Dwelling Units Allowed.

(A) A parcel with one existing or proposed single-family dwelling shall contain no more than a total of three dwelling units comprised of one single-family dwelling, one accessory dwelling unit, and one junior accessory dwelling unit; or

(B) A parcel with one existing or proposed single-family dwelling shall contain no more than a total of four dwelling units if they are comprised of one single-family dwelling, one internal accessory dwelling unit, one junior accessory dwelling unit, and one detached new construction accessory dwelling unit that does not exceed four-foot side and rear yard setbacks with a maximum unit size of eight hundred square feet ~~and height limitation of sixteen feet~~; and

(C) In multi-family projects as noted in subsection (e).

(6) Access. The accessory dwelling unit shall provide independent exterior access from the existing dwelling.

(7) ~~Cannot Be~~ Sold Separately. The accessory dwelling unit may be rented separate from the primary residence but may not be sold or otherwise conveyed separate from the primary residence, unless qualified as a sale or conveyance of accessory dwelling unit separate from primary residence under Government Code Section 65852.26.

(8) Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(9) Fire Sprinklers. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(10) Utility Connection. Accessory dwelling units shall not be considered by the city to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service. The city shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge for an accessory dwelling unit under subsection (a).

(11) Parking. No additional parking spaces shall be required.

(12) Minor Expansion. A minor expansion of not more than one hundred fifty square feet beyond the same physical dimensions as the existing accessory structure may be allowed if it is limited to accommodating ingress and egress, there is exterior access from the proposed or existing dwelling, and the side and rear setbacks are sufficient for fire safety.

(13) Rental. If the accessory dwelling unit is available for rent, the rental of the accessory dwelling unit shall be for a term longer than thirty days.

(14) Covenant. A covenant containing restrictions that the accessory dwelling unit shall not be sold separately from the main dwelling unit, unless qualified as a sale or conveyance of accessory dwelling unit separate from primary residence under Government Code Section 65852.26, and the rental term of the accessory dwelling unit shall not be less than thirty days shall be recorded with the county recorder's office. Copies of the recorded covenant shall be filed with the building department and the covenant shall run with the land and shall be binding upon any future owner, heirs, or assigns. Accessory dwelling units created after January 1, 2025, shall be owner occupied and a covenant containing this restriction shall also be recorded for accessory dwelling unit's created after January 1, 2025.

(15) Nonconforming Zoning Conditions. An existing structure converted to an accessory dwelling unit under this section shall not require the correction of any legal nonconformity that may exist on the property as a requirement of approval. Illegal nonconformities shall be subject to Section 21.56.050 "Unlawful uses and structures."

(16) Impact Fee. An impact fee for the development of an accessory dwelling unit may only be imposed for an accessory dwelling unit of seven hundred fifty square feet or larger and shall be charged proportionately in relation to the square footage of the primary dwelling unit. For purposes of this section, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000 of the state of California Government Code, except that it also includes fees specified in Section 66477 of the state of California Government Code. "Impact

fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(17) Certificate of Occupancy. The city shall not issue a certificate of occupancy for an accessory dwelling unit before a certificate of occupancy has been issued for the primary dwelling.

(18) Entrances. ~~Entrances serving accessory dwelling units shall not be constructed facing directly onto, or parallel to, a front or side yard public street on any building elevation and shall be screened as to not be visible from the public right-of-way. Staircases for two-story attached accessory dwelling units shall be internal to the building and shall count toward the total square footage of the accessory dwelling unit.~~ A maximum of two entrances may be provided to an accessory dwelling unit in the form of a front entry door and a door, or sliding glass door, located off the main living room area. No separate entry shall be allowed to an individual bedroom. This section does not apply to any unit subject to Government Code Section 65852.2, subdivision (e).

(19) Garage Conversion. If an applicant for an ADU garage conversion chooses to remove the vehicular access door of a garage that is proposed to be converted to an accessory dwelling unit and replace it with a new solid wall, the new wall shall be built in compliance with the California Building Code and California Energy Code and should match the rest of the existing dwelling unit in terms of exterior color and material and types of windows and doors.

(b) New Construction Accessory Dwelling Unit Structures. New accessory dwelling unit structures constructed: (1) attached to a proposed or existing single-family dwelling or multi-family dwelling including attached garages, storage areas or similar uses, or an accessory structure; or (2) detached from a proposed or existing single-family dwelling or multi-family dwelling and located on the same lot as the proposed single-family dwelling or multi-family dwelling, including detached garages, shall conform to the following:

(1) Building Permit. Prior to constructing a new accessory dwelling unit per this subsection, the applicant must apply for and receive approval of a building permit. The application shall be ministerially considered and approved, without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or regulation of variances or special use permits, and be in compliance with all requirements imposed by subsection (b).

(A) Plan Review. The city shall approve or deny an application to create or serve an accessory dwelling unit under subsection (b) within sixty days from the date the city receives a completed building permit application if there is an existing single-family or multi-family dwelling on the lot. If the application to create or serve an accessory dwelling unit is submitted in conjunction with an application to create a new single-family or multifamily dwelling unit on the lot, the city may delay approving or denying the application for the accessory dwelling unit until the city approves or denies the application to create or serve the new single-family or multi-family dwelling, but the application to create or serve the accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the agreed-upon delay. If the city has not approved or denied the completed application within sixty days, the application shall be deemed approved.

(B) Denial. If the permitting agency denies an application for an accessory dwelling submitted pursuant to subdivision (b)(1)(A), the permitting agency shall, within the time period of subdivision (b)(1)(A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. The permitting agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(2) Demolition Permit. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time. The permit applicant shall not be required to provide a written notice or posted placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.

(3) Building Code Requirements. Accessory dwelling units shall be constructed on a permanent foundation and shall be built in compliance with the California Building Code. Accessory dwelling units shall comply with local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent the city from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(4) Areas Allowed. New accessory dwelling unit(s) shall be permitted in areas zoned to allow for single-family or multifamily dwelling residential use on lots that include an existing or proposed dwelling. ~~on a residentially zoned parcel with one existing or proposed single-family dwelling and in multi-family projects as noted in subsection (e).~~

(5) Number of Accessory Dwelling Units Allowed.

(A) A parcel with one existing or proposed single-family dwelling shall contain no more than a total of three dwelling units comprised of one single-family dwelling, one accessory dwelling unit, and one junior accessory dwelling unit; or

(B) A parcel with one existing or proposed single-family dwelling shall contain no more than a total of four dwelling units if they are comprised of one single-family dwelling, one internal accessory dwelling unit, one junior accessory dwelling unit, and one detached new construction accessory dwelling unit that does not exceed four-foot side and rear yard setbacks with a maximum unit size of eight hundred square feet ~~and height limitation of sixteen feet~~; and

(C) In multi-family projects as noted in subsection (e).

(6) Kitchen, Bathroom, and Entrance. The accessory unit shall contain separate kitchen and bathroom facilities and may have a separate entrance from the main dwelling. The unit shall have a minimum gross floor area to accommodate the development of an efficiency unit as defined in Section 17958.1 of the Health and Safety Code.

(7) ~~Cannot Be~~ Sold Separately. The accessory dwelling unit may be rented separate from the primary residence but may not be sold or otherwise conveyed separate from the primary residence, unless qualified as a sale or conveyance of accessory dwelling unit separate from primary residence under Government Code Section 65852.26.

(8) Attached and Detached Accessory Dwelling Units Maximum and Minimum Unit Size.

(A) The minimum size of a new accessory dwelling unit shall be one hundred fifty ~~two hundred twenty~~ square feet.

(B) The maximum size for a new detached accessory unit shall be:

(i) Eight hundred fifty square feet; or

(ii) One thousand square feet for an accessory dwelling unit that provides more than one bedroom.

(C) The maximum size for a new attached accessory dwelling unit shall be fifty percent of the primary residence. This shall not require an accessory dwelling unit to be less than 800 square feet.

(D) ~~The maximum unit sizes outlined in this section for an attached or detached accessory dwelling unit shall include an existing or proposed garage space if designated for the accessory dwelling unit.~~ An existing or proposed garage space designated for an accessory dwelling unit shall not exceed 200 square feet.

(9) Building Separation for Detached Accessory Dwelling Units. A detached accessory dwelling unit shall be separated from the main dwelling a minimum of ten feet if the size of the accessory dwelling unit is over 800 square feet.~~, must be located in the rear yard of the primary dwelling, and must be clearly subordinate by location and size.~~

(10) Length of Shared Wall for Attached Accessory Dwelling Units. An attached accessory dwelling unit shall share at least one wall with the main dwelling. The shared wall shall be at least five feet in length, or half the width of the accessory dwelling unit, whichever is larger.

(11) Setbacks. A setback of no more than four feet from the side and rear lot lines shall be required for a new accessory dwelling unit.

(12) Passageway and Entrances. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. ~~Entrances serving accessory dwelling units shall not be constructed facing directly onto, or parallel to, a front or side yard public street on any building elevation and shall be screened as to not be visible from the public right-of-way. Staircases for two-story attached accessory dwelling units shall be internal to the building and shall count toward the total square footage of the accessory dwelling unit.~~ A maximum of two entrances may be provided to an accessory dwelling unit in the form of a front entry door and a

door, or sliding glass door, located off the main living room area. No separate entry shall be allowed to an individual bedroom. This section does not apply to any unit created subject to Government Code Section 65852.2, subdivision (e).

(13) Development Standards. Both detached and attached accessory dwelling units shall comply with the residential district general development standards for the property found in Table 2-3 of Section 21.08.040 for each zoning district ~~including~~ in respect to floor area ratio, landscaping, ratio of second story to first story, balconies and decks, and open space requirements. No development standard regarding a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, building separation requirements, and minimum lot size, for either attached or detached dwellings, shall apply that would not permit at least an eight hundred square foot~~, sixteen-foot tall~~ accessory dwelling unit with at least four-foot side and rear setbacks. This section may not preclude a unit built subject to Government Code Section 65852.2, subdivision (e).

(14) Privacy. Windows of an accessory dwelling unit located within five feet of property line shall be clerestory or frosted windows.

(15) Parking. Parking requirements for accessory dwelling units shall be one space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway. Off-street parking shall be permitted in setback areas on an existing or expanded driveway or through tandem parking on an existing or expanded driveway as allowed by this code, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. Front yard setback landscaping requirements of Chapter 21.20 shall apply. No additional driveway shall be provided on the property to provide parking for an accessory dwelling unit unless the driveway is located on a corner lot subject to review and approval by the public works department. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, or converted to an accessory dwelling unit, those off-street parking spaces shall not be required to be replaced.

(16) Architectural Compatibility. The accessory dwelling unit must ~~be architecturally compatible with the existing single-family dwelling on the lot and~~ match the existing single-family dwelling unit in terms of exterior color and material, roof material and color, and types of windows and doors. ~~The garage doors of a garage that has been converted to an accessory dwelling unit shall be removed and replaced with a structural wall.~~

(17) Height. Accessory dwelling units shall be subject to the following height restrictions: ~~Attached and detached accessory dwelling units shall be subject to the following height restrictions:~~

(A) A detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit shall be restricted to a single-story structure with a maximum height of sixteen feet.

(B) A detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the Public Resources Code, shall be restricted to a single-story structure with a maximum height of eighteen feet. An additional two feet in height (for a maximum of twenty feet) shall be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(C) A detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling shall be restricted to a single-story structure with a maximum height of eighteen feet.

(D) An accessory dwelling unit that is attached to a primary dwelling shall be restricted to a two-story structure with a maximum height of twenty-five feet, or the height limitation of the applicable zone, whichever is lower.

~~(A) A detached accessory dwelling unit on a lot with an existing single-family or multi-family dwelling unit shall be restricted to a single-story structure with a maximum height of sixteen feet.~~

~~(B) A detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the Public Resources Code, shall be restricted to a single-story structure with a maximum height of eighteen feet. An additional two feet in height (for a maximum of twenty feet) shall be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.~~

~~(C) A detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling shall be restricted to a single-story structure with a maximum height of eighteen feet.~~

~~(D) An attached accessory dwelling unit shall be restricted to a two-story structure with a maximum height of twenty-five feet.~~

(18) Attics and Basements. The following standards shall apply to attics and basements of attached and detached accessory dwelling units:

(A) An accessory dwelling unit habitable attic, compliant with the size and height limitations and definition set forth in the California Building Code, shall count as a story and shall count toward the total living area size of an accessory dwelling unit. Habitable attics, as defined in the California Building Code, shall only be allowed on one-story attached accessory dwelling units that are limited to two stories total. Non-habitable attics shall be allowed in an attached or detached accessory dwelling unit for storage purposes only with no exterior architectural features, windows, etc., from the attic area.

(B) An accessory dwelling unit habitable basement, compliant with the size and height limitations and definition set forth in the California Building Code, shall not count as a story and shall count toward the total living area size of an accessory dwelling unit.

(19) Fire Sprinklers. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence unless otherwise required by the current California Fire Code or Fountain Valley Municipal Code.

(20) Utility Connections. An accessory dwelling unit shall not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling. The city may require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(21) Impact Fee. An impact fee for the development of an accessory dwelling unit may only be imposed for an accessory dwelling unit of seven hundred fifty square feet or larger and shall be charged proportionately in relation to the square footage of the primary dwelling unit. For purposes of this section, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000 of the State of California Government Code, except that it also includes fees specified in Section 66477 of the State of California Government Code. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(22) Rental. If the accessory dwelling unit is available for rent, the rental of the accessory dwelling unit shall be for a term longer than thirty days.

(23) Covenant. A covenant containing restrictions that the accessory dwelling unit shall not be sold separately from the main dwelling unit, unless qualified as a sale or conveyance of accessory dwelling unit separate from primary residence under Government Code Section 65852.26, and the rental term of the accessory dwelling unit shall not be less than thirty days shall be recorded with the county recorder's office. Copies of the recorded covenant shall be filed with the building department and the covenant shall run with the land and shall be binding upon any future owner, heirs, or assigns. Accessory dwelling units created after January 1, 2025 shall be owner occupied and a covenant containing this restriction shall also be recorded for accessory dwelling unit's created after January 1, 2025.

(24) Nonconforming Zoning Conditions. An existing structure converted to an accessory dwelling unit under this section shall not require the correction of any legal nonconformity that may exist on the property as a requirement of approval. Illegal nonconformities shall be subject to Section 21.56.050 "Unlawful uses and structures."

(25) Certificate of Occupancy. The city shall not issue a certificate of occupancy for an accessory dwelling unit before a certificate of occupancy has been issued for the primary dwelling.

(c) Notwithstanding subsection (a) or (b), parking requirements for an accessory dwelling unit will not be imposed in any of the following instances and upon verifiable proof provided by the applicant:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit. For the purposes of this section "public transit" shall include any bus stop.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a designated, fixed pick-up or drop-off location for a car share vehicle located within one block of the accessory dwelling unit.

(6) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multi-family dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this subsection (c).

(d) Junior Accessory Dwelling Units. Junior accessory dwelling units constructed within the existing or proposed space of a single-family dwelling shall conform to the following objective standards:

(1) Building Permit. Prior to constructing a junior accessory dwelling unit per this subsection, the applicant must apply for a building permit. The application shall be considered and approved, without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or regulation of variances or special use permits and be in compliance with all requirements imposed by this subsection (d).

(A) Plan Review. The city shall approve or deny an application to create or serve a junior accessory dwelling unit under this subsection (d) within sixty days from the date the city receives a completed building permit application if there is an existing single-family dwelling on the lot. If the application to create or serve a junior accessory dwelling unit is submitted in conjunction with an application to create a new single-family or multifamily dwelling unit on the lot, the city may delay approving or denying the application for the junior accessory dwelling unit until the city approves or denies the application to create or serve the new single-family or multi-family dwelling, but the application to create or serve the junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the agreed-upon delay. If the city has not approved or denied the completed application within sixty days, the application shall be deemed approved.

(B) Denial. If the permitting agency denies an application for a junior accessory dwelling submitted pursuant to subdivision (d)(1)(A), the permitting agency shall, within the time period of subdivision (d)(1)(A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. The permitting agency shall not deny an application for a permit to create a junior accessory dwelling unit due to the correction

of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(2) Building Code Requirements. Junior accessory dwelling units shall be constructed on a permanent foundation and shall be built in compliance with the California Building Code. Junior accessory dwelling units shall comply with local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent city from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(3) Areas Allowed. Junior accessory dwelling units shall be permitted on a lot that is allowed to permit any proposed or existing single-family dwelling ~~in the R1 and GH residential zones~~ subject to compliance with this subsection (d).

(4) Number of Junior Accessory Dwelling Units Allowed. Only one junior accessory dwelling unit shall be allowed in any residential zone within one proposed or existing ~~in addition to a~~ single-family dwelling per lot. ~~No junior accessory dwelling unit shall be permitted on any residential lot already containing three or more dwelling units.~~

(5) Owner-Occupied. The main dwelling or the junior accessory dwelling unit shall be owner-occupied. Notwithstanding the foregoing, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(6) Rental. If the junior accessory dwelling unit is available for rent, the rental of the accessory dwelling unit shall be for a term longer than thirty days.

(7) Cannot Be Sold Separately. The junior accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(8) Maximum and Minimum Size. The junior accessory dwelling unit is restricted to a maximum of five hundred square feet and a minimum size of one hundred fifty ~~two hundred twenty~~ square feet.

(9) Constructed Within Existing Structures. Junior accessory dwelling units must be constructed within the walls of the proposed or existing single-family residence. Enclosed uses within the residence, such as attached garages, are considered part of the proposed or existing single-family residence.

(10) Entrance. A junior accessory dwelling unit must include a separate entrance from the main entrance to the proposed or existing single-family residence. If a junior accessory dwelling unit shares a bathroom with the primary dwelling, the junior accessory dwelling unit must provide an

interior entry to the primary dwelling's main living area independent of the exterior entrance to the junior accessory dwelling unit and primary dwelling.

(11) Efficiency Kitchen. At a minimum, a junior accessory dwelling unit must include an efficiency kitchen, which shall include a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(12) Parking. No additional parking shall be required as a condition to grant the building permit.

(13) Fire or Life Protection. A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for the purpose of any fire or life protection.

(14) Utility Connections. For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(15) Nonconforming Zoning Conditions. An existing structure converted to accommodate a junior accessory dwelling unit under this section shall not require the correction of any legal nonconformity that may exist on the property as a requirement of approval. Illegal nonconformities shall be subject to Section 21.56.050 "Unlawful uses and structures."

(16) Certificate of Occupancy. The city shall not issue a certificate of occupancy for an accessory dwelling unit before a certificate of occupancy has been issued for the primary dwelling.

(17) Covenant. A covenant containing restrictions below shall be recorded with the county recorder's office and copies of the recorded covenant shall be filed with the building department.

(A) Either the main dwelling or the junior accessory dwelling unit shall be owner-occupied except if the owner is a governmental agency, land trust, or housing organization.

(B) The junior accessory dwelling unit shall not be sold separately from the main dwelling unit.

(C) The junior accessory dwelling unit shall be as approved. No changes to the junior accessory dwelling unit shall occur without approval of a new building permit.

(D) The rental term of the accessory dwelling unit shall not be less than thirty days.

(E) This covenant shall run with the land and shall be binding upon any future owners, heirs, or assigns.

(F) The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner including revocation of any right to maintain a junior accessory dwelling unit on the property.

(18) Garage Conversion. If an applicant for a Junior Accessory Dwelling Unit garage conversion chooses to remove the vehicular access door of a garage that is proposed to be converted to an

accessory dwelling unit and replace it with a new solid wall, the new wall shall be built in compliance with the California Building Code and California Energy Code and should match the rest of the existing dwelling unit in terms of exterior color and material and types of windows and doors.

(e) Special Regulations for Multi-Family and Mixed-Use Accessory Dwelling Units. In addition to the requirements under subsections (a) through (c), accessory dwelling units attached to, or located within existing multi-family dwelling structures, or new construction accessory dwelling units in a multi-family residential or mixed-use zones shall conform to the following:

(1) At least one accessory dwelling unit shall be allowed within an existing multi-family dwelling and up to twenty-five percent of the existing multi-family dwelling units. Multiple accessory dwelling units shall be allowed within the portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(2) Not more than two accessory dwelling units that are located on a lot that has an existing multi-family dwelling, but are detached from that multi-family dwelling and are subject to a height limit of eighteen feet and four-foot rear yard and side setbacks shall be allowed. An additional two feet in height shall be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(f) Accessory Dwelling Units Constructed Before January 1, 2018. This section shall not apply to a building that is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

(1) Except as provided in subdivision (f)(2), the permitting agency shall not deny a permit for an unpermitted accessory dwelling unit that was constructed before January 1, 2018, due to either of the following:

(A) The accessory dwelling unit is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(B) The accessory dwelling unit does not comply with Section 65852.2 or any local ordinance regulating accessory dwelling units.

(2) Notwithstanding subdivision (f)(1), the permitting agency may deny a permit for an accessory dwelling unit subject to subdivision (f)(1) if the permitting agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.

(g) Definitions. As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(7) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(8) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(9) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(10) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(11) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(12) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(13) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

…

SECTION 5

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section,

subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 6

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption. When this ordinance becomes effective, Urgency Ordinance No. 1596 shall be null and void.

PASSED, APPROVED AND ADOPTED THIS __ DAY OF _____, 2023.

ATTEST:

_____ _____

Rick Miller, City Clerk Kim Constantine, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

_____

Attorneys for the City
City of Fountain Valley

CITY OF FOUNTAIN VALLEY
Planning Department
10200 Slater Avenue, Fountain Valley, CA 92708
714-593-4425 – fountainvalley.org

Notice of Exemption

TO: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of Orange
12 Civic Center Plaza
Santa Ana, CA 92701

FROM: City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Project Title: Accessory Dwelling Units - Code Amendment No. 23-02

Project Location/Address: City of Fountain Valley - Citywide

Project Activity/Description: An amendment to the Fountain Valley Municipal Code (FVMC) Section 21.08.055 for Accessory Dwelling Units (ADU's).

Public Agency Approving Project: **City of Fountain Valley, Orange County, California**

Project Applicant: City of Fountain Valley

Project Applicant's Address: 10200 Slater Ave., Fountain Valley, CA 92708 Phone Number: (714)593-4425

Exempt Status**: (check one):**

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b((3); 15269 (a));
- ☐ Emergency Project (Sec. 21080 (b)(4); 15269 (b) (c));
- ☑ Categorical Exemption. State type and section number: 15303, 15305, 15061
- ☑ Statutory Exemptions. State code number: Public Resources Code 21080.17, CEQA 15282(h)

Reasons why project is exempt: This request is exempt from CEQA under Public Resources Code section 21080.17 {statutory exemption for second unit ordinances]; CEQA Guidelines sections 15282(h) [statutory exemption for second unit ordinances]; 15303 [new construction or small structures] and 15305 [minor alterations to land]. This ordinance is also exempt under CEQA Guidelines section 15061, because this ordinance will not have a significant effect on the environment, because ADUs will largely constitute infill housing which is exempt from CEQA.

Lead Agency
Contact Person: Steven Ayers, Principal Planner Contact Phone: 714-593-4431

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?: ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☑ Signed by Lead Agency ☐ Signed by Applicant

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Appeal of Administrative Wireless Communication Facilities Permit 22-09 and Decision to Not Issue a Stop Work Order

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EXECUTIVE SUMMARY:

This is an appeal of two decisions of the Community Development Director to (1) issue Administrative Wireless Communication Facilities Permit 22-09 ("Permit") for the wireless communications facility located at 8675 Bluebird Avenue in Fountain Valley, California ("Facility"); and (2) the Community Development Director's decision to not issue a stop work order for construction of the Facility on Building Permit 2022-1705.

BACKGROUND:

The Facility is located on private property, which is owned by Edison Carrier Solutions.

Dish Wireless submitted the application for the Permit to locate its equipment (the Facility) on the existing Edison tower. The Senior Planner reviewed the project, then issued the Permit on September 13, 2022.

The building permit application for Building Permit 2022-1705, to construct the Facility, was filed on October 12, 2022 and issued on February 8, 2023. Inspections for the building permit occurred on May 18, 2023, May 19, 2023, May 26, 2023, and May 31, 2023.

The below photograph shows the Edison tower where the Facility is located. This photograph was taken in May 2023 after Building Permit 2022-1705 was issued and construction had begun.

On June 10, 2023, Mr. Lyle Scheppele submitted an appeal of the Community Development Director's decision to issue the Permit and to not issue a stop work order for construction of the Facility. His appeal and follow up letter received on July 11, 2023, are attached to this report.

At the crux of the appeal, Mr. Scheppele argues that the Facility should have been permitted by a conditional use permit instead of an administrative permit. Because of this, he also contends that a stop work order for the Facility should be issued to require the cessation of construction of the Facility under Building Permit 2022-1705.

The appeal went to the Planning Commission on August 9, 2023. The Planning Commission upheld the Permit and issued a stop work order for the construction of the Facility.

Dish has appealed the decision to issue the stop work order and Mr. Scheppele has appealed the decision to uphold the Permit.

TIME TO APPEAL ISSUANCE OF ADMINISTRATIVE PERMIT:

A decision of the Community Development Director (previously, the Planning Director) to issue or deny an administrative wireless communication facilities permit may be appealed to the Planning Commission within ten (10) calendar days following the date of the decision to issue or deny the permit.[1]

The Community Development Director is permitted by the City's Municipal Code to delegate the responsibilities of the director to department staff under supervision of the director.[2] In this case, the decision to issue or not issue the Permit was delegated by the Community Development Director to the Senior Planner. This type of delegation is a common practice for departmental operational efficiency purposes. The Senior Planner issued the Permit on September 13, 2022.

The initial appeal of the decision to issue the Permit was filed on June 10, 2023, by Mr. Scheppele. It is arguable that the appeal filing is well outside the ten (10) day time frame for appeals of administrative wireless communication facilities permits under the FVMC. Dish has objected to the entirety of these proceedings as untimely.

Mr. Scheppele asserts that because the conditional use permit process was not utilized, and the permit was issued administratively, he had no notice of the decision to issue the

1 F.V.M.C. §§ 21.60.040; 21.28.090, subdvs. (1) (B).
2 F.V.M.C. § 21.52.050, subdvs. (b) (4).

administrative permit. The time to appeal the Community Development Director's decision runs from the date that Mr. Scheppele had notice that the Permit was issued for the Facility.

Based on the e-mails and other correspondences submitted by Mr. Scheppele to the City in conjunction with his appeal, it appears he was aware the Permit had been issued by the City prior to May 31, 2023. Specifically:

- On May 17, 2023, he requested a copy of the building permit for the Facility, indicating Dish has already started construction of the Facility;
- On May 21, 2023, he states he knows the Permit was issued administratively;
- On May 22, 2023, he claimed the City did not follow its own administrative development rules posted on its website and shared an e-mail he sent on May 17, 2023, which states he was told the Facility was approved by an administrative permit in lieu of a conditional use permit and that he also reviewed the administrative wireless communication facilities permit posted on the City's website; and
- On May 29, 2023, Mr. Scheppele also wrote a letter to the Attorneys for the City stating that he was aware that the Permit was issued administratively, and he requested and received a copy of the Permit.

When considered in the light most favorable to the appellant, however, it is evident that Mr. Scheppele had personal knowledge that the Permit had been issued for the Facility administratively prior to May 31, 2023 (ten days prior to the date he filed the instant appeal). Accordingly, when he filed his appeal, his appeal was filed <u>after</u> the prescribed 10 day period specified by the FVMC.

<u>ADMINISTRATIVE WIRELESS COMMUNICATIONS FACILITIES PERMIT 22-09:</u>

F.V.M.C. section 21.28.090, permitting requirements for facilities on private property, distinguishes between three categories of facilities: (1) an administrative permit for "fully assimilated" facilities or facilities collocated on an existing antenna-supporting structure[3];(2) a conditional use permit for facilities not collocated on existing structures (i.e. new towers) or substantial changes to existing facilities[4]; and (3) a non-discretionary permit for eligible facilities requests that qualify for mandatory approval under 47 U.S.C. 1455, subdvs. (a)[5].

An eligible facilities request that would qualify for a non-discretionary permit is a, "request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment."[6] Existing means, "a constructed tower or base station … [that] has been reviewed and approved under the applicable zoning or siting process, or under another

3 F.V.M.C. § 21.28.090, subdvs. (a).
4 F.V.M.C. § 21.28.090, subdvs. (b).
5 F.V.M.C. § 21.28.090, subdvs. (c).
6 F. V.M.C. § 21.28.020.

State or local regulatory review process."[7] The Facility does not qualify for an eligible facilities request permit because the Edison Tower has never been reviewed or approved by any City or State regulatory review process. The appellant devotes substantial time in his appeal submittals regarding eligible facilities requests and cites numerous laws applicable to eligible facilities requests. The Facility cannot be permitted, nor was permitted, as an eligible facilities request.

The issue is whether the Facility should have been permitted by a conditional use permit instead of an administrative permit. When looking at the text of the F.V.M.C., the term "existing" is used in all three categories of permits. However, the term "existing" in the F.V.M.C. is defined as it pertains to eligible facilities requests. When looking at the two other categories of permits (CUP and administrative), it must be assumed that the term "existing" has a different meaning in those two provisions than as it pertains to eligible facilities requests to avoid redundancy in the Code. The F.V.M.C. also defines "tower" and "base station," but it does not define "antenna supporting structure," or "structure."

Based on the interpretation of the F.V.M.C., collocations to existing structures, like the Edison tower, that did not currently have wireless facilities likely qualify for an administrative permit for at least five reasons:

First, new facilities that are attached to an existing structure are considered a collocation under federal regulations.[8] "Collocation… means mounting or installing an antenna facility on a pre-existing structure." "Structure means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services)." (47 C.F.R. 1.6002(g)(1).) Accordingly, the Facility is a collocation on a pre-existing structure.

Second, the electric transmission tower is considered to qualify as an existing antenna-supporting structure under the F.V.M.C. because the transmission tower is physically existing and is a commonly used structure to support antennas and antenna equipment. Because the F.V.M.C. defines "tower" and "base station" but, not "antenna supporting structure," it is reasonable to assume that "antenna supporting structure" has a different meaning that "tower" or "base station."

Third, a collocation on an existing electric transmission tower does not meet the limited categories of facilities subject to a conditional use permit. A conditional use permit is only required for facilities not collocated on existing structures or substantial changes to existing facilities. Here, the Facility is a collocation on an existing structure and is not a substantial change to an existing facility. A substantial change to an existing facility is a legal phrase of art within the meaning of 47 U.S.C. 1455(a). The FCC's rules interpreting this statute only applies to certain changes to structures that currently support wireless equipment, or structures built for the sole or primary purpose of supporting wireless equipment.[9] Accordingly, neither type of facility subject to a conditional use permit applies in this case.

7 *Id.*
8 47 C.F.R. 1.6002(g)(1).
9 47 C.F.R. 1.6100(b)(1), (3) and (9) (defining base station, eligible facilities request, and tower, respectively).

Fourth, the third permit category for eligible facilities requests already apply to collocations where the support structure currently supports antennas.[10] In order to avoid the rule against surplusage and give meaning to all the types of facilities expressly provided in the permit requirements, the most natural reading of "existing antenna-supporting structure" is simply an existing structure capable of supporting antennas. The permit requirement for a structure that currently supports antennas is covered under the non-discretionary permit category for eligible facilities requests.

Fifth, as a matter of policy, applying an administrative permit requirement to a collocation on an existing antenna supporting structure is appropriate in light of the FCC's mandatory 90-day shot clock applicable to collocations (i.e., new wireless facilities on an existing structure). A conditional use permit process that involves public hearings with multiple opportunities for appeal is inconsistent with processing an application for a final decision, including all appeals, within 90 days of the City's receipt of an application.

Accordingly, administrative permits cover new facilities attached to existing support structures that do not currently support other wireless equipment (e.g., the Edison tower). Any facilities attached to an existing structure that currently supports wireless equipment would be subject to a non-discretionary permit (eligible facilities request). The term "existing" is defined in context of the federal regulations under 47 CFR 1.6100 as applied to eligible facilities requests and this is not an eligible facilities request. Moreover, the types of facilities that require a CUP are not what was approved here.

Based on the project analysis conducted by staff during the review stages, and in light of the strong controls placed upon this review process under applicable FCC regulations, the Permit was issued correctly as an administrative permit by the Senior Planner.

STOP WORK ORDER:

As evidenced by Mr. Scheppele's communications submitted with his appeal letter, the appeal of the Director of Community Development's decision not to issue a stop work order is timely and appropriate in light of the underlying facts discussed in detail above.

Building Permit 2022-1705 was issued on February 8, 2023, and construction of the Facility was well under way by May 2023 with the City already having conducted numerous inspections of the construction. "….[I]f a property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon a permit issued by the government, he acquires a vested right to complete construction in accordance with the terms of the permit." [11]

In an e-mail correspondence dated June 9, 2023, Mr. Scheppele indicates that on or about June 8, 2023, the Director of Community Development informed him that the City would not issue a stop work order for the construction of the Facility. This was due to Staff's understanding that the administrative permit was valid, the appropriate mechanism for

10 47 C.F.R. 1.6100 *et seq*.
11 *Avco Community Developers, Inc. v. South Coast Regional Com*. (1976) 17 Cal.3d 785, 791

considering the proposed project, and because Dish had a vested right to build on Building Permit 2022-1705.

Dish has already started construction of the Facility, implementing the building plans, and expending funds, as evidenced by the above photographs. Because Dish has performed substantial work and incurred substantial liabilities in good faith reliance upon Building Permit 2022-1705, Dish has a vested right to complete construction in accordance with the terms of the building permit.

Because Dish has a vested right to build on the permit, and Dish had already commenced the construction process, neither the Community Development Director nor any City staff could appropriately issue a stop work order as requested.

Mr. Scheppele cites *Horwitz v. City of Los Angeles* (2004) 124 Cal.App.4th 1344 as grounds for the issuance of the stop work order. However, this case held that building permits can be revoked only if the building permit should not have been issued in the first place. That would not be the case here because the Permit issued for the Facility was properly issued and upheld by the Planning Commission.

500- Feet Separation Requirement

F.V.M.C. section 21.28.050, subdvs. (a), provides that, "[n]o new ground-mounted structure for an antenna shall be located within five hundred feet of an existing ground-mounted structures for an antenna…" The Facility is not a ground-mounted structure. The 500-foot separation requirement does not apply to the Facility.

FISCAL REVIEW:

There is no fiscal impact related to this item.

PUBLIC NOTIFICATION:

This item was agendized in compliance with the Brown Act and noticed as a public hearing.

ENVIRONMENTAL IMPACT REVIEW:

This request is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b)(3) (General Rule) of the CEQA Guidelines, because it has no potential for resulting in a physical change to the environment, directly or indirectly.

ATTORNEY REVIEW:

The Attorneys for the City prepared this report.

ALTERNATIVES:

Alternative No.1: Deny the appeal of the Planning Commission's decision to uphold Administrative Wireless Communication Facilities Permit 22-09 for the wireless communications facility located at 8675 Bluebird Avenue in Fountain Valley, California and uphold the Community Development Director's decision to issue Administrative Wireless Communication Facilities Permit 22-09.

Alternative No. 2: Grant the appeal of the Planning Commission's decision to uphold Administrative Wireless Communication Facilities Permit 22-09 for the wireless communications facility located at 8675 Bluebird Avenue in Fountain Valley, California, overrule the Community Development Director's decision to issue Administrative Wireless Communication Facilities Permit 22-09, and set a hearing to revoke Administrative Wireless Communication Facilities Permit 22-09.

Alternative No. 3: Deny the appeal of the Planning Commission's decision to issue a stop work order for the construction of the wireless communications facility located at 8675 Bluebird Avenue in Fountain Valley, California pursuant to Building Permit 2022-1705, overrule the Director of Community Development's decision to not issue a stop work order, direct staff to issue a stop work order for the construction of the Facility, and set a hearing to revoke Building Permit 2022-1705.

Alternative No. 4: Grant the appeal of the Planning Commission's decision to issue a stop work order for the construction of the wireless communications facility located at 8675 Bluebird Avenue in Fountain Valley, California pursuant to Building Permit 2022-1705 and uphold the Community Development Director's decision to not issue a stop work order.

Prepared by: Alexandra Halfman, Attorneys for the City

Reviewed by: Omar Dadabhoy, Community Development Director/Deputy City Manager

Attachments:
1. Scheppele Appeal filed on June 10, 2023
2. Scheppele Letter to Planning Commission on July 11, 2023
3. Administrative Wireless Communication Facilities Permit 22-09
4. Scheppele Appeal of the Planning Commission's determination
5. Dish Wireless LLC appeal of the Planning Commission's determination

DocuSign Envelope ID: 232D20CB-73D4-4BD6-8200-0A898154D54A

Lyle Scheppele
18692 Santa Mariana St
Fountain Valley, CA 92708
lscheppele@jlsfamilyoffice.com

June 10, 2023

Planning Commission C/O
Ms. Maggie Le, City Manager
Mr. Rick Miller, City Clerk
10200 Slater Ave.
Fountain Valley, CA 92708

Re: Harper Park Cell tower project

Dear Planning Commission, Ms. Le, and Mr. Miller:

My Family and I live at 18692 Santa Mariana St., Fountain Valley, CA, directly east of Harper Park with direct view of the cell tower construction project. By way of background, I was made aware of a development project under a Southern California Edison tower for a Cellular facility when I observed what appeared to be construction under the tower. I visited the planning department and spoke with Mr. Matt Jenkins, to get an understanding of what was occurring at the site. He explained to me that it was a Collocation facility, using an existing Southern California Edison ("SCE") tower and the addition of a structure for equipment, no landscaping, and no assimilation into its surroundings, as SCE will not allow landscape under their towers. I wrote a number letters and emails related to the project trying to get information on what was approved and how. I also reached out to SCE for information, as well as the applicant who told me he represented Dish, but is apparently a consultant that works for a company called Core. The SCE representative was very professional and helpful, the "Dish" representative was not helpful and pushed back, but did say he would elevate my request. I have spoken with the Development Director, the City Manager and one of the council members. I have received a written response from the city in connection with some of my communication as well as the Development Director, Mr. Omar Dadabhoy, that the city has said they will take no action to stop the project.

Although I do not believe there are any relevant timelines, as notice has not been provided or posted, out of an abundance of caution, now that I have received a copy of the entitlement/zoning/ permit approval letter ("Entitlement Letter") issued by the city, I am requesting action from the city governing bodies.

I have objected to the construction and development, (not limited to), the following grounds:

The project requires a conditional use permit Fountain Valley Municipal Code ("FVMC" or "code" or "Chapter"), (Chapter 21.36) for the addition of a base station as a substantial change.

Such Conditional use permit would require notice and public hearings (chapter 21.58)

The project does comply with a number of items in the your wireless development code 21.28

- Visual impact
- Assimilation
- Stealthing
- The applicant does not appear to have either an antenna resignation number of FCC permit to operate as required by the code

- Proximity to Other Ground-Mounted Structures/collocation. No new ground-mounted structure for an antenna shall be located within five hundred feet of an existing ground-mounted structures

The city appeared to believe that they must issue this permit under the spectrum act ('act") 6409(a), which has a 60-day shot clock, or the application is automatically approved, however the addition of the base station is a substantial change under the act and therefore the streamlined procedure under the act does not apply.

Based upon what I could see on the plans and the construction that was occurring a number issues do not comply with the city development code and it is clear that the application, entitlement or the permit were not done properly. I wrote letters to that effect to the Development Department requesting a stop order to resolve this and the city has refused as they believe that the applicant has vested rights in that permit.

I requested various documents related to this project on a records request to Mr. Miller, the City Clerk. The city clerk's office provided a copy of the entitlement letter on June 5, 2023, which was dated September 13, 2022. Based upon a review of that entitlement letter, it confirms to me that a number of items in the application and the permit do comply with the city code. I reached out to Mr. Omar Dadobhoy via email with this new information and asked him if we could talk about getting the city behind some of these matters that the applicant missed on their application. We spoke by phone on June 7, 2023, and he said no, the project was going to continue, but that he was in contact with Dish regarding some landscape mitigation. I told him I was open to listening to what Dish may able to do and that those communications are a good start.

Since the entitlement was not properly granted, and at a minimum, the city and/or the applicant have not provided notice to the residents within the 500-foot area around the property, there is a Notice Deficiency.

In a situation where there is a notice deficiency in connection with a Conditional Use permit, the applicants zoning is at risk and not just during the development process but once they attempt to operate it. This is not just improper notice, as a factual matter, it is no notice. As I outlined in my prior letters, the addition of a base station where one did not exist is a substantial change under the FMVC 21.28. The definition, in the city code for a substantial change, (b) covers "all base stations", a substantial change occurs when; (3) "the proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are **no existing** ground mounted cabinets", and requires a conditional use permit. In addition, the project does not qualify for the streamlined process under the Spectrum Act, section 6409 (a) as there is a substantial change, the addition of the Base Station, which again requires a conditional use permit. The city and the applicant cannot waive this

requirement. The FVMC outlines your process for a conditional use permit, and it clearly requires Notice and hearings.

The state of California Gov. Code section 65905 - Public hearing on variance, conditional use permit or equivalent development permit (a) Except as otherwise provided by this article, a public hearing shall be held on an application for a variance from the requirements of a zoning ordinance, an application for a conditional use permit or equivalent development permit, a proposed revocation or modification of a variance or use permit or equivalent development permit, or an appeal from the action taken on any of those applications. (b) Notice of a hearing held pursuant to subdivision (a) shall be given pursuant to Section 65091. Section 65094 "notice of a public hearing" means a notice that includes the date, time, and place of a public hearing, the identity of the hearing body or officer, a general explanation of the matter to be considered, and a general description, in text or by diagram, of the location of the real property, if any, that is the subject of the hearing.

At a minimum, advance public notice, an opportunity to be heard, and a fair hearing are constitutional due process rights. Land use decisions which "substantially affect" the property rights of owners of adjacent parcels may constitute "deprivations" of property within the context of procedural due process. Had public hearings occurred it is unlikely that this project would have been developed as it is.

Since there has been no notice, there is no relevant time-period limiting my ability to appeal this to the Planning Commission. The city code provides ten days from a decision by the Community Development Director; however since I did not receive actual notice or any constructive notice of that decision, that clock did not start. I received a copy of the entitlement letter on June 5, 2023, and the Director told me on Wednesday June 7, 2023 that he would not issue a stop order as he believed that the applicant had vested rights in that permit.

Even though no timelines limit my ability to request and appeal of the Directors decision as proper notice was not given, I am requesting that the planning commission or city council review this request and the application and revoke the entitlement provided on this project dated, September 13, 2022 on the following grounds:

> It is within the authority of the Planning Commission or the City Council to review a decision by the Director (chapter 21.60.020).
>
> Any interested and aggrieved party owning land within a five hundred-foot radius of the exterior boundaries of the property under consideration may file an appeal (chapter 21.60.020).

The city's response letter to me dated June 1, 2023, references the following method of approval:

> *"The city approved the Dish wireless facility through an Administrative Wireless Facilities Permit that is subject The Fountain Valley Municipal Code Ch. 21.28 – Wireless Communications based on the following:*
>
> > *Fountain Valley Municipal Code (FVMC): 23.28.090 – (a) Administrative Permit. Wireless communications facilities that are fully assimilated to surroundings, or collocated on an existing antenna-supporting structure, may be approved with an administrative permit. The purpose of the administrative wireless communication facilities permit is to provide*

planning/building director review of wireless communication facilities to ensure they meet the intent of the development code and the general plan.

In certain circumstances, a Conditional Use Permit (CUP) is required for new freestanding facilities:

FVMC 21.28.090 – (b) Conditional Use Permit. New freestanding wireless communication facilities that are not collocated on existing structures (i.e., new towers), or proposed substantial changes (not meeting the definition of an eligible facilities request) to facilities that were previously approved through a conditional use permit, require approval of a conditional use permit in compliance with Chapter 21.36 of this title.

Staff determined that the Dish facility is collocated on an existing structure. Nor was the proposed Dish facility considered a proposed substantial change to the Tower. Based on this determination, the provision requiring a CUP was not exercised and the facility was approved through the administrative process, without a public hearing."

There are a number of matters in the city response letter to me that are contrary to the FMVC and are factually misstated in that letter. The application was not eligible for and administrate approval, and the project does not comply with a number of requirements of the development code.

As outlined in Chapter 21.62.020 the application and the entitlement letter are deficient a outlined below:

(A) Circumstances under which the entitlement was granted have been changed by the applicant to a degree that one or more of the findings contained in the original entitlement can no longer be made in a positive manner, and the public convenience, health, interest, safety or welfare require the revocation;

(B) The entitlement was issued, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the application, or in the applicant's testimony presented during the public hearing, for the entitlement;

(D) The improvement/use authorized in compliance with the entitlement is in violation of any code, law, ordinance, regulation or statute of the city, state or federal governments; or

(E) The improvement/use authorized in compliance with the entitlement has become detrimental to the public convenience, health, interest, safety or welfare, or the manner of operation constitutes or is creating a nuisance.

Section 6409 (a) of the middle class tax relief and job creation act of 2012 ("act"), referenced in the entitlement letter misrepresents the text of the act with respect to:

<u>a substantial change, your letter indicates there is no substantial change</u> – however, the addition of a new base station is a substantial change.

Involve the installation of more than four new equipment cabinets or more than one new equipment shelter – This is only applies to upgrades to 5g, not a new base stations.

an eligible facilities request, your letter indicates it is an eligible facility – this does not qualify as an eligible facility, according to the definition in the act as the current SCE tower does not have a base station and no existing ground mounted equipment or cabinets.

The development does not comply with section 21.28.40: General provision for wireless communication facilitates – as none of the following were evaluated or required:

(a) Visual Impact

(k) Screening

(M) Stealthing

Chapter 21.28.50 Special standards for ground-mounted wireless communication facilities

(a) Proximity to other Ground-Mounted Structures/collocation require a five hundred foot setback (the T-Mobile structure is less than three (300) feet from the new base station) –

The city wrote to me that this was not applicable; however, it appears the city did not consider this matter, as the applicant omitted this existing T-Mobile tower and base station from their site plan, and there is no evidence that the city or the applicant addressed it in either their submittal or the entitlement letter.

The city application requires that the applicant show that they have the required approvals to construct and operate the facility. As of today's date, there is no pending application for an antenna registration number or of FCC permit to operate this site.

Chapter 21.28.020 – Required conditional Use permit

"Spectrum Act" means Section 6409(a) of the Middle-Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. Section 1455(a) (providing, in part, "... a state or local government may not deny, and shall approve, any eligible facilities request for a modification of any existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.")

"Eligible facilities request" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(3), as may be amended, which defines that term as "any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment."

"Substantial change" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(7), as may be amended, which defines that term differently based on the particular facility type and

location. For clarity, the definition in this chapter organizes the FCC's criteria and thresholds for a substantial change according to the facility type and location.

(b) for all base stations, a substantial change occurs when:

(3) The proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets;

Chapter 21.28.090 and the Spectrum Act 6409 (a) - Conditional Use Permit.

(b) New freestanding wireless communication facilities that are not collocated on existing structures (i.e., new towers), or proposed substantial changes (not meeting the definition of an eligible facilities request) to facilities that were previously approved through a conditional use permit, require approval of a conditional use permit in compliance with Chapter 21.36 of this title.

(1) Public Hearing. Any permit application under this chapter subject to planning commission approval shall require notice and a public hearing. Notice of such hearing shall be provided in accordance with Chapter 21.58. The planning commission may approve, or conditionally approve, an application only after it makes the findings required in subsection (e).

A conditional use permit is required, due to a "substantial change" under both the city code and the Spectrum Act, which would include notice and a public hearing.

The application filed by the applicant has omissions of material statement in the application, they either knew or should have known all the items listed above as issues, and did not present them to the city for consideration. The application is non-compliant with Chapter 21.62.020 (A), (B), (D), and (E).

Notice – Chapter 21.58.020 Notice of hearing

This project required a conditional use permit, and although the city may have missed it, and the applicant ignored it, does not relive the city or the applicant of the responsibility to complete this process. This omission puts the zoning entitlement as well as any future operations on the site at risk. The city nor the applicant followed this chapter. I have requested in my prior communications that I be notified if there are any public hearings scheduled. Further, in (C), (ii) and (3) the notice and additional notice should be expanded to everyone within the boundaries of Garfield, Newland, Magnolia, and Ellis, surrounding this public park, as those families are the primary users of the park.

Had the applicant and the city followed the requirements above, this project never happens at this location. An alternate site analysis is within the discretion of the Community Development Director, and although it is debatable if this is required, input from the community would have suggested that the applicant look at the current Collocation Facility on the SCE tower 1/8th of mile north which already has a base station and existing equipment, and is in area behind homes where it is not visible, or the SCE tower 1/8th of a mile south inside the nursey where it is completely concealed, rather than in a park. The

inability to screen it, assimilate it and the setback issue make the current development location impossible.

In my conversation with the Development Director, Mr. Omar Dabobhoy, I commented that this matter not just affects me but a number of the other residents, the city has received a number calls and emails. I further pointed out that if these types of developments, that don't qualify for the Streamlined process, are not challenged when they don't follow the code, the next thing we know there will be another structure under the other tower in this park and all over the city without any mitigation. He told me that the rules have changed some and the city is going to review their policies to prevent more of these in the future. I submit to you that the rules have not changed since the Spectrum Act passed with respect to the matters raised herein, and that pushing back does not need to wait until the next project, it needs to occur on this one.

I clearly understand that there is a push to add spectrum access for cell service in the City and the country, and I am a fan of development within the city. However, this development is for a ten-foot-by-ten-foot wide, eight-foot high block structure that looks like a dumpster enclosure in the middle of a Park. On a scale of one to 10, this is a one. The city has supervised planning and development over numerous projects in the city over many years and most are well-done. There is no reason the city cannot push back on this and get it right. The city may have a missed some items in this development application but the responsibility lies with the applicant.

I have been inquiring and pushing back on this matter for a number of weeks now, and noted that the construction appeared to stop on or near May 22, 2023, and then abruptly re-started on May 30, 2023, in what appeared to be a rush to build the block structure, and then no construction has occurred since that date. The fact that they have now constructed this block structure in violation of the city code does not make it existing.

There does not appear to be a city appeal "form" for an aggrieved party to complete, however if there is a form and or a filing fee please so advise.

With this letter, I am requesting that the Planning Commission consider this appeal of the decision made by the director and revoke the permit and the entitlements provided to Dish on the grounds listed in this letter and exercise all authority under the Enforcement provisions of chapter 21.64.

If this appeal is more appropriate for the Council as outlined in chapter 21.62.020, Procedures for revocation or modification, then consider this appeal application to apply to whichever body is to govern this request.

Sincerely,

DocuSigned by:
J. Lyle Scheppele
EA4A0CF76879418...

Lyle Scheppele

Attachments

From:	Lyle Scheppele
To:	Matt Jenkins
Subject:	RE: Copies of plans and permit
Date:	Sunday, May 21, 2023 7:32:00 PM
Attachments:	IMG_1234.jpg image004.png

Matt

Thank you for sending this over, I have had a chance to look through the plans you sent and discuss with some of my concerned neighbors. This 10 x 10 is much larger that we all expected. As you can see from the one located on Ellis this design is not even close to anything that you would want to built in a park – it looks like trash enclosure in a rental yard. We all think that you should push back and send them back to the beginning with a public hearing. All the neighbors I spoke with asked me when the hearings were, and I pointed out that this was done administratively and that no public hearing were planned. Since it appears that they did not follow your city guidelines and propose this underground or assimilated into the surrounding area, nor do they have an FCC license or antenna structure registration number, they did not follow your procedures to demonstrate they can build this and operate it.

Our preference would be for them start this over, if you allow it to continue it is only a matter of time until the next carrier wants to built a similar structure under the other tower. It is really a shame as this building was the only way it could have been built to the south on the other side of Bluebird inside the nursery and no one would see it. As I shared in my other email, if for some reason this project gets approved to move forward, I still think you need a public hearing to get input, as they will need to do much more to make it look good, the structure should be painted green, along with the door and cover the area with a hedge as high as the structure, meaning they need to plan 15 or 25 gallon plants so it is covered in 6 months rather than 5 years and they need to find a way to screen the door, and this bridge they are building, and will need to find a way to ensure that they are required to maintain this landscape or in a matter of months it will look terrible. I would not be surprised if SCE pushes back on landscape under their tower and if this is the case it really does not belong there.

Just as a side you could also push back as the elevations with these plans they provided do not adequate show what this will look like. As I have shared with you, I have developed over a 100 retail buildings over the years, and attended numerous public hearings, and in all those cases provided color elevations and designs to fit building into the surrounding area so the city and residents could see what we were planning. If I had presented this to any city I have done work in they would have tossed me out and told me to never come back again. If I know a city is looking for an 8-9 on a scale of 1-10, I propose a 6-7 trying to get it done at a 9, this is closer to a one on a scale of one to ten. Perhaps the city attorney, and your planning team can find a way to get them back to the table with something that looks good. If they had done what T-Mobile did 200 feet from this area we would all be fine.

Lyle

J. Lyle Scheppele

3600 Birch Street, Suite 130 | Newport Beach, CA 92660
D: 949-239-7606 | M: 714-323-XXXX | F: 949-253-3541
lscheppele@jlsfamilyoffice.com
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From: Matt Jenkins <Matt.Jenkins@fountainvalley.org>
Sent: Thursday, May 18, 2023 11:33 AM
To: Lyle Scheppele <lscheppele@jlsfamilyoffice.com>
Subject: RE: Copies of plans and permit

Hello Lyle,

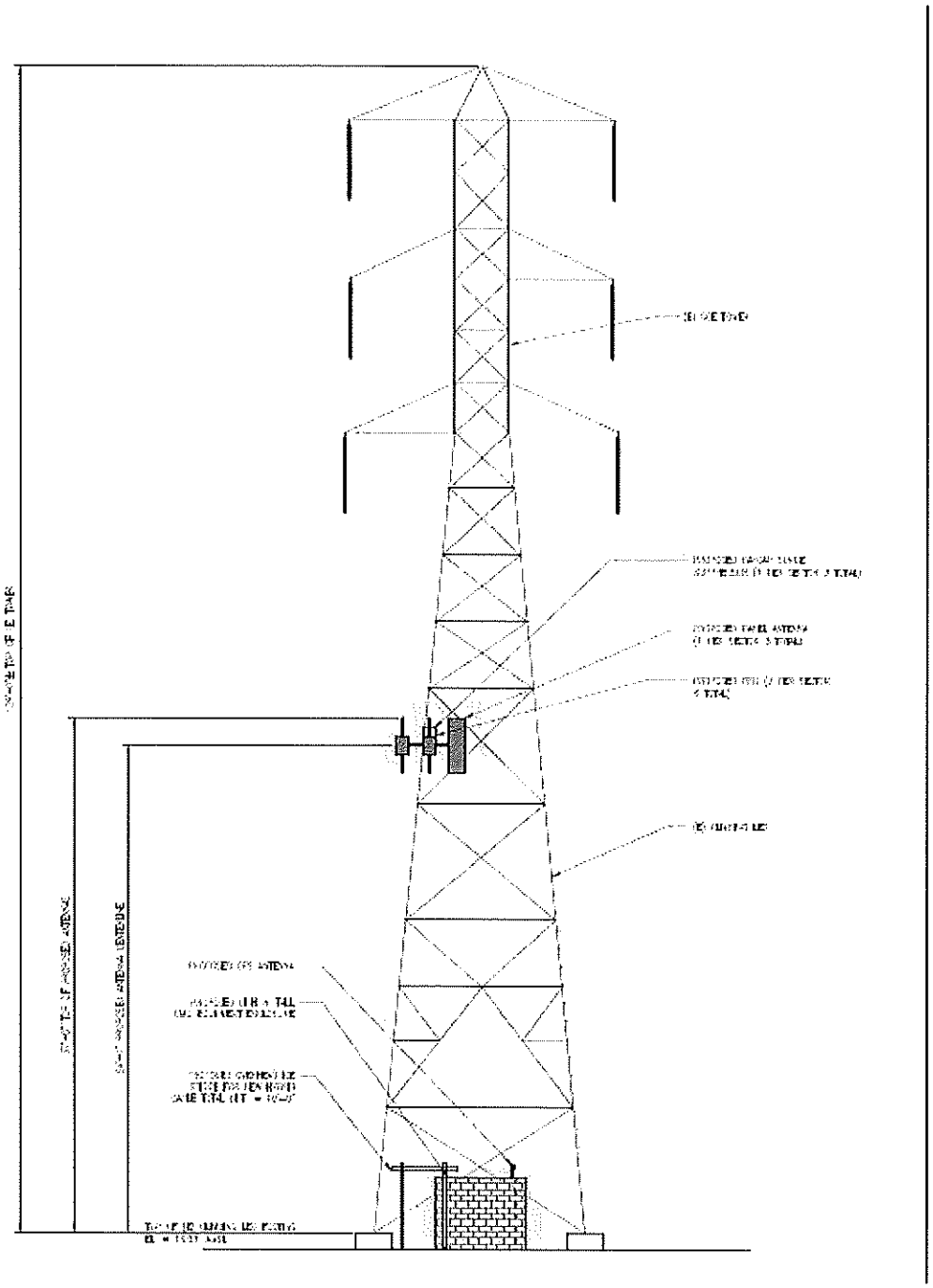
Attached is the copy of the building permit and the plans. I am working with the carrier on adding some landscaping at this point.

Since our discussion at City Hall yesterday, staff has had additional discussions and we are still looking into this matter and will be checking with the City's codes, federal regulations, and our city attorney.

I must say that with the green construction fence, the temporary site looks intimidating and that dramatically changes the view and look of the park. The block wall enclosure at the bottom under the tower will be 10 ft. by 10 ft., and 8 ft. tall.

Feel free to contact me with any questions and we will not be finalizing their building permit until we settle this.

Matt Jenkins
Senior Planner
City of Fountain Valley
714-593-4427



From: Lyle Scheppele <lscheppele@jlsfamilyoffice.com>
Sent: Wednesday, May 17, 2023 9:43 AM
To: Karen Briggs <Karen.Briggs@fountainvalley.org>
Subject: Copies of plans and permit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Karen

Can you help direct me as how I can obtain a copy of the permit application and plans for the Dish Network construction project for a cell antenna in Harper Park. Time is of the essence on this as they have started digging.

Thank you for your help

Lyle

J. Lyle Scheppele

3600 Birch Street, Suite 130 | Newport Beach, CA 92660
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From:	Lyle Scheppele
To:	fvproud@fountainvalley.org
Cc:	kim.constantine@fountainvalley.org; patrick.harper@fountainvalley.org; Ted.Bui@fountainvalley.org; Glenn.Grandis@fountainvalley.org; Jim.Cunneen@fountainvalley.org
Subject:	Harper park project
Date:	Monday, May 22, 2023 11:31:00 AM
Attachments:	Pages from LSSNA01129B_100_CD_REV_1_09.20.22_pqgv7r - 8675 Bluebird.pdf Park sreen shot.jpg Building struture photo.jpg

---

Ms. Lee, Mayor Constantine and City Council Members:

I sent the following email to your planning department last week. I have received a call back from Mr. Jenkins to address some of my questions in an email request for documents. However, neither one of the planning department leaders have reached out to me. The email below is a summary of the issues with the Harper park cell tower and building construction. This project was approved without a CUP, and from my perspective the city did not follow its own administrative development rules that it has posted on your web site. I ask that you share this with all the planning commission members as well and the city attorney and take whatever action you need to stop this project before it gets too far down the road. We are very concerned that we are going to end up with a development like the picture above in the middle of a park (copy of an existing one on Ellis, building structure photo, and a copy of the elevation page from the submitted plans, and screen shot of the area in the park). I plan to attend the next planning commission meeting and city council meeting to speak publicly on this. This project should never have been approved without public input. Feel free to reach out to me at if you like 714-323-XXXX.

Email sent on Wednesday 5/17/23 – they have responded.

> Mr. Ayers and Mr. Dadabhoy:
>
> I am a local Fountain Valley resident, with a home address of 18692 Santa Mariana St, directly across the street from Harper Park. Construction stated on a project a few weeks back under the SCE tower. I was able to connect with Matt Jenkins in your office regarding the project.
>
> I shared with him that I was surprised that a Cell tower project could get approved without a conditional use permit and public hearings. He explained that the FCC requires you to issue a permit without unnecessary delays if it is an existing cell tower. I clarified for him that this is not cell tower (it is an SCE high voltage tower with no antenna located on it), he said it does matter and that you have issued them before in the city so you have no choice. He pointed to the one located on Ellis between Magnolia and Newland as an example. I explained to him that that is not a comparable project as that structure does not face any houses, it is behind the backyards in that area.
>
> Matt Jenkins told me the project was approved administratively with no requirement for assimilation into the area, no landscape, no screening.
>
> I reviewed your online procedures for this application and in both the Administrative

Wireless communication facilities Permit and the City of Fountain Valley Small Cell Standards & Guidelines Policy for Wireless Communication Facilities in the public Right-of-way.

Both of those documents require fully assimilation to its surroundings or co located on an existing antenna or it requires a CUP and public hearings. Matt Jenkins told me that fully assimilation would not include the structure – which makes no sense to me
The administrative permit requires the applicant to show legal authority to occupy and use for the purpose mentioned in the application... Matt Jenkins indicated that they don't check to ensure they have the right to use the property for their use, however your submittal requirements say "they must show legal authority to occupy and use for the purpose in the application" the applicant does not have a pending or approved FCC license and they do not have a (ASR) Antenna structure registration number, which is required by the FCC to build, and further a "structural safety certificate from a designed institute" is required to build on that tower– so I am curious how they met this requirement to get this approved.

My view is that this would have required a CUP and public hearings. Even if it did not require a CUP the design of this should be fully assimilated into the surroundings which would me invisible. As a result the faculty, if it got approved at all would be like the T-Mobile site 200 feet away, which is an underground vault, and is significantly screened from view. I have not seen the elevations but I understand it will be block building under the SCE tower, at a minimum significant landscape should have been required as a condition of granting anything. This structure will be visible by 30 or so homes, and is in a public park and does fit with its general surroundings. Matt Jenkins told me this project is going forward and he will work to add some landscape. I reject that as the outcome, it appears that some of the city requirements were NOT followed by the applicant, or frankly the city. It appears that the applicant does not have the legal authority (even though Matt Jenkins told me you don't audit them, your application policy requires they to show legal authority) to operate and that their submittal does not meet the city standards. I would request that the city pull the permit and stop construction on that basis, and get them to relocate this in a vault similar to the other one in the park, to fix this to comply with the city approval standards, and they city should take a look to see if it does require a CUP.

I would like to help the city address this any way I can, and my understanding is that the city does not want this either (the city is forced into it), so perhaps we can find a way to improve what they are doing.

Time is of the essence as they are working underground in the area.

If you have questions please feel free to reach out to me.

J. Lyle Scheppele

3600 Birch Street, Suite 130 | Newport Beach, CA 92660
O: 949-239-7606 | M: 714-323-XXXX | F: 949-253-3541
lscheppele@jlsfamilyoffice.com
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Lyle Scheppele
18692 Santa Mariana St
Fountain Valley, CA 92708
lscheppele@jlsfamilyoffice.com

May 29, 2023

Mr. Colin Burns, City Attorney
City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708

Mr. Colin Burns
Harper & Burns
453 S. Glassell Street
Orange, California 92866

Re: Proposed Cell Tower and Structure in Harper Park ("Park") Fountain Valley

Dear Mr. Burns:

This letter is a follow up to my emails, telephone conversations, and in person meetings with certain planning, and council members of the City of Fountain Valley, California. I live east of the Park, on Santa Mariana St, and noticed this construction a few weeks back. I reached out to the city to inquire about the project and they told me that it was cell antenna to be placed on the Southern California Edison ('SCE") tower with a block building under it. I asked how the City could approve something that looks like a trash enclosure in the middle of park at all, let alone without community input. According to Mr. Jenkins, the city planner, the project was designed without screening, no landscape, and now that I have seen the antenna systems at the tower on Ellis Avenue ¼ mile north of here, they are significantly larger than expected and have no screening or stealthing. I inquired as to why there was no conditional use permit ('CUP") and why there was no notice to the neighborhood. Mr. Jenkins told me that a CUP is no longer required. I have since requested and received the Administrative Cell Facilities Application for this project, and the plans submitted. I discussed it with Mr. Jenkins and asked him why the city in its approval did not comply with the requirements in your Standard Conditions of Approval item (b) FVMC 21.28.60 and the reference at the end of the application document to the entire FVMC 21.28 Wireless Communications code ("Code"). Mr. Jenkins told me the city must approve these, and that it was going to happen.

I reviewed the City's online procedures for this application and in both the Administrative Wireless communication facilities Permit and the City of Fountain Valley Small Cell Standards & Guidelines Policy for Wireless Communication Facilities in the public Right-of-way.

Both of those documents require fully assimilation to its surroundings, screening, undergrounding and camouflage design or co-located on an existing antenna or it requires a CUP and public hearings. Matt Jenkins told me that fully assimilation would not include the structure – which makes no sense and does not comply with your published standards or FVMC 21.28.

The administrative permit requires the applicant to show legal authority to occupy and use for the purpose mentioned in the application. Matt Jenkins told me that the City does not check to ensure an applicant have the right to use the property for their intended use, however your submittal requirements say "they must show legal authority to occupy and use for the purpose in the application" the applicant does not have a pending or approved FCC license and they do not have a (ASR) Antenna structure registration number, which is required by the FCC to build, and further a "structural safety certificate from a designed institute" is required to build on that tower-- so I am curious how they met this requirement to get this approved.

My view is that this would have required a CUP and public hearings. Even if it did not require a CUP, the design of this should be fully assimilated into the surroundings which to me would be invisible. The faculty, if it got approved at all should be like the T-Mobile site approximately 250 feet away, which is an underground vault, and is significantly screened from view. Having said that, the T-Mobile facility is unsightly and needs more regular maintenance. The elevations show it will be block building under the SCE tower, at a minimum significant landscape should have been required as a condition of granting anything. However, SCE will not permit landscape, so on that basis alone this could not be assimilated and therefore should not have been permitted or approved at all. This structure will be visible by 30 or so homes, plus hundreds of users of that Park, and is in a public park and does fit with its general surroundings. It will destroy the look of that Park and the neighborhood. My neighbors are equally wound up over this. Matt Jenkins told me this project is going forward and he will work to add some landscape. I told him I rejected that as a solution, as it appears that some of the city requirements were NOT followed by the applicant, or the city. It appears that the applicant does not have the legal authority (even though Matt Jenkins told me you do not audit them, your application policy requires they to show legal authority) to operate and that their submittal does not meet the city standards for look design, location and a number of other items. I requested that the city pull the permit and stop construction on that basis. We don't want it developed at all, but at a minimum the developer, owner and operator would need to relocate this in a vault similar to the other one in the park (underground -- or to move it across the street into the nursey), to fix this to comply with the city approval standards, and the city should take a look to see if it appropriate to require a CUP.

I also discussed this with Mr. Grandis, the Mayor Pro Tem, on May 22, 2023, and Mr. Dadabhoy, the Community Development director on May 25, 2023. Mr. Dadabhoy told me that there is currently a Stop Work Order on the project and that no further work will be one until this is resolved. Mr. Dadabhoy also confirmed to me that you were reviewing the application and permit to determine if it was done properly.

The developer/ contractor has installed some underground conduit for power and poured the foundation sometime during the week of May 22, 2023. Nothing new has happened since I spoke with Mr. Dadabhoy.

I shared with Mr. Dadabhoy that in addition to what is noted on wireless permit application instructions, FVMC 21.28 was adopted by the city on Resolution No. 16-41 back in 2017, that resolution language outlines a number of additional requirements that apply to the development of this site, that the city is required to consider and in many cases require. This FVMC section also applies to the applicant, property owner, tenant and operator, so Dish or Spectrum, the Developer or whoever, should be fully aware of them. Although, Mr. Dadabhoy was not in his current role at the time of the adoption, he

should be aware of them. Mr. Jenkins on the other hand signed the proposal to the planning commission to adopt FVMC 21.28 and should be fully aware of what is in them. There is no record of the city modifying or updating that city code since it was adopted.

Specifically the following items have not been complied with respect to this development: I have listed the section of the city code and specific language from that Paragraph that is not in compliance with the FVMC 21.28:

> *21.28.01O Purpose.*
>
> *... It is the intention of the chapter to treat wireless communications facilities, including antennas, in the same way that other mechanical equipment (e.g., air conditioners) are treated, and to require screening and architectural compatibility.*

The section on "purpose" sets forth the overall goal, your code requires screening and architectural compatibly – The proposed plan for the Park does not meet this.

> *21.28.40 General provisions for wireless communication facilities.*
>
> *All wireless telecommunication shall be in compliance with the following standards:*
>
> > *(a) Visual Impact. Antennas and accessory wireless equipment shall be located, installed and mounted in a manner to minimize to the greatest extent possible the visibility of the antennas and equipment.*
> >
> > *(k) Screening. Antennas and accessory wireless equipment, if visible, shall be screened with a solid wall and/or landscaping to the greatest extent possible. The base shall be landscaped to screen equipment cabinets or the equipment cabinets shall be architecturally compatible with adjacent buildings. All landscaping screening shall be required to be maintained and replaced if necessary by the applicant or property owner as long as the associated antenna or wireless equipment is in use.*
> >
> > *(m) Stealthing. All new wireless telecommunications facilities shall be stealth. Stealthing shall include concealment of any component of the wireless facility. Examples include but are not limited to "monopines", flagpoles or windmills designed to conceal wireless communication equipment and those applications where wireless communication equipment is contained within another structure such as a scoreboard or sign. Wireless telecommunication facilities in the public right-of-way shall be subject to the requirements of Section 21.28.075.*
> >
> > *"Stealth" means any Wireless Telecommunications Facility that is architecturally integrated into a building or other concealing structure, such that no portion of any antenna, antenna equipment, or any other apparatus associated with the function of the facility is visible. The concealing structure shall have an aesthetically pleasing architectural design which fits into the context of its surroundings.*
> >
> > *"Wireless telecommunication(s) facilities", "wireless communication(s) facility," "wireless facility," or "facility" means any device or system for transmitting and/or receiving electromagnetic signals, including, but not limited to, radio waves and microwaves for cellular technology, personal communication services, mobile services, paging systems and related technologies. Facilities include towers, utility poles, street light poles, transmitters, microwave dishes, antennas and parabolic antennas, small cells, macro and micro cells, DAS, and all other types of equipment used in transmitting or receiving signals; antenna structures, associated buildings,*

base stations, emergency power systems or cabinets which house support equipment; and other accessory development.

It is clear that the current plan for the Park site does not met the requirements of Visual impact, screening or Stealthing (although it is unclear if stealthing is relevant to this project), since there are no buildings in the Park, it's hard to say the City complied with assimilation to existing structures and has made no attempt to landscape it, and according to Mr. Jenkins these issues were not even considered as part of any approval of the project, which does not comply with the city code.

21.28.50 Special standards for ground-mounted wireless communications facilities.

(a) Proximity to Other Ground-Mounted Structures/collocation. No new ground-mounted structure for an antenna shall be located within five hundred feet of an existing ground-mounted structures for an antenna except if the new structure is replacing the existing structure for purposes of locating more than one wireless telecommunication facilities on the structure (collocation).

"Base Station" means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein or any equipment associated with a tower.

"Tower" means any structure built for the sole or primary purpose of supporting any FCC-licensed or -authorized antenna, including any structure that is constructed for wireless communications service. This term does not include a base station.

The proposed site in the Park did not consider that there is an existing ground-mounted T-Mobile facility in the Park approximately 272 feet from the proposed site in the permit. The applicant's location is not permitted in the park, as it is within 500 feet of an existing ground-mounted structure (defined as *"Wireless telecommunication(s) facilities", which includes among other things, antenna structures, associated buildings, base stations, emergency power systems or cabinets, which house support equipment.)*

The site plan prepared by the applicant omitted the existence of such ground-based structure on the plan, even though the site plan on the application covered the area where that structure, equipment and tower are located. This limitation as outlined in the Code will not allow this project to be built.

(c) Alternative Site Analysis. All applications for new freestanding facilities shall be required to submit an Alternative Site Analysis, unless determined unnecessary by the Planning/Building Director. A statement from the applicant that demonstrates that alternative locations, configurations, and facility types have been examined shall be provided. The Alternative Site Analysis shall address in narrative form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility configuration and location proposed.

An alternative Site Analysis should have been done. There is no evidence that the Planning/ Building Director made a determination that it was unnecessary, as the Planning Director had no idea what I was talking about when I raised this point with him. Had it been done, a better outcome would have been to put any structure in the SCE right of way to the south, hidden in the nursery, and bring the power in underground to the antenna, or to consider that they are also building a site ¼ mile to the north and were never required to explain why they need the Park site, or to collocate on the T-Mobile tower. As it

stands now, it appears that given the set back requirements of 500 feet from the other tower/ base station/ equipment, this is not an option without significant community input.

> *"Spectrum Act" means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. § 1455(a) (providing, in part,"... a State or local government may not deny, and shall approve, any Eligible Facilities Request for a modification of any existing wireless Tower or Base Station that does not substantially change the physical dimensions of such Tower or Base Station.").*
>
> *"Substantially Changes" means, in the context of an eligible support structure, a modification of an existing tower or base station where any of the following criteria is met:*
>
> > *(i) For a tower located in the public rights-of-way and for all base stations:*
> >
> > *(a) It involves the installation of ground cabinets that are more than ten*
> >
> > *(10) percent larger in height or overall volume than any other ground cabinets associated with the structure; or*
> >
> > *(b) It involves the installation of any new equipment cabinets on the ground if there is no pre-existing ground cabinet associated with that structure.*

Under the Spectrum Act the city was not required to approve this as is, as there was a substantial change, in that in item (b) above, there is no existing structure in the park.

> *21.28.60 Review and approval.*
>
> *(a) Administrative Permit. Wireless telecommunications facilities that are fully assimilated to its surroundings, collocated in an existing antenna-supporting structure, upon a street light pole or a utility pole within the public right-of-way may be approved with an administrative permit. The purpose of the administrative wireless communication facilities permit is to provide Planning/Building Director review of wireless communication facilities to ensure they meet the intent of the development code and the general plan.*

Although the city staff believed, they were required to issue this permit, and are apparently concerned with the attorneys for the operator, there are numerous issues identified above that cannot allow this development to move forward. According to Mr. Dadabhoy, the Community development director, a STOP ORDER is in place, and no future construction may occur until this issue is resolved. Any further construction/development will cause the City and the resident's irreparable harm and will only get more expensive to reverse course.

> *(b) Conditional Use Permit. The Planning/Building Director may refer a request to the Planning Commission when the Director determines that the project's complexity or the public interest warrants the referral.*

Even though a CUP appears to be, be within the Community Development Directors discretion, given the location of this site, better judgment would have tossed this ball to the planning commission to get community input.

> *21.28.100 Violations of wireless communications regulations.*

It is unlawful for any owner, operator, tenant or other person in control of property within the city for which the standards set forth in this chapter apply, to fail to comply with the provisions of this chapter.

The burden of compliance with the FVMC 21.28 is on the City as well as the owner, operator, tenant or other person in control of the property. Given section 21.28.100 the developer, the tenant and operator are required to comply this this, and they likely know the rules better that most and did not address all these issues. The developer, tenant and operator are responsible for submitting an application that omits critical information, the location of the other tower and not meet a number of the standards required in the code. It is clear from the above analysis that this project should never have been submitted, let alone approved, and now that it is apparent, the project in Harper Park cannot be completed.

21.28.090 Enforcement.

The provisions of FVMC 21.28 shall be enforced in compliance with the provisions of Chapter 21.64 (Enforcement Provisions) of this title.

21.28.100 Violations of wireless communications regulations.

It is unlawful for any owner, operator, tenant or other person in control of property within the city for which the standards set forth in this chapter apply, to fail to comply with the provisions of this chapter.

21.64.020 Zoning violations.

No person, firm or corporation shall alter, enlarge, erect, construct or maintain any use, structure or property contrary to the provisions of this code, including this title, or any applicable condition of approval and the same is hereby declared to be unlawful and a misdemeanor punishable as provided in Chapter 1.16 of this code, in addition to the other penalties provided herein which shall be deemed to be cumulative. (Ord. 1358 § 16, 2004; Ord. 1308 § 5, 2000)

FVMC 21.64.027, (a) Construction in violation of this code or a condition imposed on an entitlement shall be subject to a "stop work order", accordingly a "stop work order" is the proper remedy at this point. I am asking that this STOP WORK ORDER be permanent, and that the developer, owner and or contractor, cease from any further construction or development of the site, remove what has been installed and return the park to its original condition. If any action is taken on this matter other than revoking the permit, and maintaining a permanent stop order, I request that you so advise me.

Very Truly Yours,

Lyle Scheppele

CC: City Council
Planning Commission
City Manager
Harper Park Area Residents

CITY OF FOUNTAIN VALLEY

PLANNING DEPARTMENT
10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4425

June 1, 2023

Lyle Scheppele
18692 Santa Mariana St.
Fountain Valley, CA 92708

Re: Wireless Facility at Harper Park

Dear Mr. Scheppele & Fountain Valley residents,

Thank you for your letter dated May 29, 2023 regarding the Dish wireless facility under construction at Harper Park located at 8675 Blue Bird Ave.

For clarification, the Dish wireless project consists of installing six (6) antennas on the SCE Tower, 54 feet above the base of the tower. The six (6) antennas will measure 6 feet tall, 26 inches wide and 7.7 inches thick. The equipment will be located at the base of the Tower with a block wall enclosure to secure the equipment that will measure 10 feet by 10 feet and 8 feet tall.

The City approved the Dish wireless facility through an Administrative Wireless Facilities Permit that is subject The Fountain Valley Municipal Code Ch. 21.28 – Wireless Communications based on the following:

> Fountain Valley Municipal Code (FVMC): 23.28.090 – (a) Administrative Permit. Wireless communications facilities that are fully assimilated to surroundings, or collocated on an existing antenna-supporting structure, may be approved with an administrative permit. The purpose of the administrative wireless communication facilities permit is to provide planning/building director review of wireless communication facilities to ensure they meet the intent of the development code and the general plan.

In certain circumstances, a Conditional Use Permit (CUP) is required for new freestanding facilities:

> *FVMC 21.28.090 – (b) Conditional Use Permit. New freestanding wireless communication facilities that are not collocated on existing structures (i.e., new towers), or proposed substantial changes (not meeting the definition of an eligible facilities request) to facilities that were previously approved through a conditional use permit, require approval of a conditional use permit in compliance with Chapter 21.36 of this title.*

Staff determined that the Dish facility is collocated on an existing structure. Nor was the proposed Dish facility considered a proposed substantial change to the Tower. Based on this determination, the provision requiring a CUP was not exercised and the facility was approved through the administrative process, without a public hearing.

The following municipal code section below provides the general framework for all proposed wireless communication facilities, where staff begins the review process for a proposed wireless facility:

FVMC 21.28.040 General provisions for wireless communication facilities on public and private property.

All wireless telecommunication facilities shall be in compliance with the following standards:

(a) General. Antennas allowed by this chapter shall comply with all applicable zoning and building codes.

(b) Wireless telecommunications facilities are allowed in compliance with Section 21.10.030 (Commercial and manufacturing district land uses and permit requirements) of this title and also in areas governed by specific plans. **N/A**

(c) Wireless telecommunication facilities are allowed on church properties in the R1 zone subject to FVMC Section 21.28.040(h). ***N/A***

(d) Wireless telecommunication facilities are allowed on school properties and parks in the Public Institution and Open Space zone. ***Harper Park / Edison Easement is zoned Open Space and allows for wireless telecommunication facilities.***

(e) Public right-of-way antennas and wireless telecommunications facilities shall be allowed in the public right-of-way subject to Section 21.28.100. ***N/A***

(f) Ten-Year Review. Allowed antennas and wireless telecommunication facilities shall be reviewed ten years from their approval date in order to review new technologies.

(g) Visual Impact. Wireless telecommunication facilities shall be located, installed and mounted in a manner to minimize, to the greatest extent possible, the visibility of the antennas and equipment. ***Six (6) antennas will be attached to the 129-foot, steel beam structure with a color matching the existing SCE Tower.***

(h) Nonexclusive Condition. Wireless telecommunication facilities on private property shall be conditioned to be nonexclusive in order to encourage collocation with separate providers.

(i) Screening. Antennas and accessory wireless equipment, if visible, shall be screened with a solid wall and/or landscaping to the greatest extent possible. The base shall be landscaped to screen equipment cabinets or the equipment cabinets shall be architecturally compatible with adjacent buildings. All landscaping screening shall be required to be maintained and replaced if necessary by the applicant or property owner as long as the associated antenna or wireless equipment is in use.

The Dish facility will have six (6) antennas attached to the Tower, 54 feet above ground. Any method to screen the antennas would require building more structures on the Tower that would cause the site to become more readily visible. The equipment at the base of the tower consists of one (1) large cabinet the size of a refrigerator and three (3) smaller cabinets attached to the wall inside of the block wall enclosure securing the equipment. The style of block for the wall is to be a split face design with a footprint underneath the tower measuring 10 ft. by 10 ft. and 8 ft. in height. Since SCE is the property owner of the electrical transmission easement where Harper Park is located, Per SCE requirements, landscaping is not permitted with 25 ft. of the base of the SCE Tower.

(j) *Stealthing. All wireless telecommunications facilities shall be stealth unless exempted by federal or state law. Stealthing shall include concealment of any component of the wireless facility. Examples include, but are not limited to, "monopines," flagpoles or windmills designed to conceal wireless communication equipment and those applications where wireless communication equipment is contained within another structure such as a scoreboard or sign. Wireless communication facilities in the public right-of-way shall be subject to the requirements of Section 21.28.100. A wireless communications facility that is not fully assimilated to its surroundings shall be prohibited.* **This requirement coincides with section (i) above. If the antennas were screened by a structure attached to the tower, the antennas would more readily visible. The equipment located at the base of the structure is screened behind a block wall enclosure. Staff has consistently applied this stealthing provision for new towers or facilities that are not collocated on an existing structure. The T-Mobile monopole adjacent to this Dish site is an example of a stealth facility. An example of a facility that is not stealth would be at Fountain Valley High School, where there are two (2) freestanding wireless towers on the school district property that are not stealth, and were permitted as such before the City had requirements for facilities to be stealth and their equipment be screened from view. Section 21.28.100 refers to a wireless telecommunications facility that meets the definition of "small cell" as defined in paragraph (2) of subdivision (d) of Section 65850.6 of the Government Code.**

(k) *Change of Ownership. Notice of change of ownership shall be provided to the city. Lawfully constructed wireless telecommunication facilities that are no longer in operation shall be removed promptly from the premises ninety days after the discontinuation of the facility.*

(l) *Indemnification. The applicant shall agree to indemnify, hold harmless and defend the city, its officers, agents and employees from any and all liability or claims that may be brought against the city arising out of its approval of a conditional use permit, encroachment permit or any other approval of a facility.*

(m) *Signage Prohibited. Signage shall be prohibited on wireless telecommunications facilities unless required by federal, state or local law.*

Regarding the reference to the 500-foot separation requirement for wireless facilities:

FVMC 21.28.050 Special standards for freestanding, ground-mounted wireless communications facilities on private property.

(a) Proximity to Other Ground-Mounted Structures/Collocation. No new ground-mounted structure for an antenna shall be located within five hundred feet of an existing ground-mounted structure for an antenna except if the new structure is replacing the existing structure for purposes of locating more than one wireless telecommunication facility on the structure (collocation).

This code section does not apply to the Dish facility located on the SCE Tower at Harper Park. Because staff determined the Dish facility is located on an existing SCE Tower that was originally installed in 1959. The Dish facility did not qualify as a "new ground-mounted structure" and the 500-foot requirement was determined to be inapplicable. Additionally, as indicated in FVMC 21.28.050.f, an Alternative Site Analysis is required for "new freestanding facilities". Because it was determined that the Dish facility is located on an existing SCE Tower, this requirement was determined to be inapplicable. The applicant filed a propagation map (Exhibit 1) with their application for the Administrative Permit showing the location of their existing facilities in the area, which shows the existing network coverage and the proposed coverage area for the new facility.

While the City reviews and approves the location of individual wireless applications, it must do so within parameters established by both federal and state laws that severely limit the City's discretion. Collectively, these federal and state laws prohibit cities from:

- Denying a carrier the ability to provide service either through explicit prohibitions (example: banning new wireless facilities) or through actions that effectively prohibit service.

- Denying wireless applications based on health concerns, such as those expressed about radio frequency emissions.

- Stalling or failing to make a decision. The Telecommunications Act imposes a short time frame, often referred to as a shot clock, for a city to review a wireless application. Failure for a city to act results in the application being automatically approved without the ability to impose conditions of approval.

- Denying a carrier from using the public right-of-way to install their equipment.

The City has not issued any "Stop Work Orders" since the construction of the wireless facility is not in any violation of the zoning code. In addition, as the project is under construction, by law it has certain vested rights that may not be infringed upon. The Administrative Permit was approved in September 13, 2022 and the Building Permit was issued February 8, 2023. Staff has been in contact with members of Dish wireless regarding this project and have conveyed the level of concerns from the residents regarding this site. As construction may continue, the permit will be required to be "finaled" or signed off by the Planning Department and this will not be done until the project is complete.

If you have any questions, I can be reached at (714) 593-4427 or matt.jenkins@fountainvalley.gov.

Sincerely,

Matt Jenkins

Matt Jenkins
Senior Planner
City of Fountain Valley

CC: City Attorney
City Manager
Community Development Director

From:	Lyle Scheppele
To:	Matt Jenkins
Cc:	Omar Dadabhoy; "Colin Burns"; Alex Halfman; Maggie Le
Subject:	RE: Harper Park wireless facility
Date:	Friday, June 2, 2023 9:51:00 AM

Mr. Matt Jenkins:

Thank you for your response to my letter to the City Attorney regarding the Harper Park Cell Project by Dish.

Your response letter seems to focus more on the actual antennas, whereas the primary issue I raised is the base station and equipment location, appearance, assimilation, city approval process and right to build it.

Assimilation

Your analysis and discussion on the Landscape supports my point and the concerns. Although the city standards require full assimilation, to the buildings and area around it which would include landscape to assimilate it to a park, or undergrounding. Your conclusion is that since Edison will not allow Landscape, you can't require it. If a private agreement between two parties, SCE and Dish supersedes the Cities ability to require developers to meet the city code how do you enforce any of the city code? That is like saying, if I buy a new Lennar home on the old Miola School site, and Lennar has me sign a side agreement that says they don't want landscape in the front yard of the home, you could not require me to landscape the front of that house.

If on the other hand a private agreement only restricts Dish from putting in the landscaping, and does not the bind the city, then the city should NOT have approved it and told the developer to move it somewhere else, underground it or don't do it all.

Ground Mounted structure

With regards to your response on ground mounted structures – The issue at hand here is the base station and the equipment, not the tower. There is no question that the tower is existing, but the fact that the tower is existing does not exempt the base station which is new. The definitions below define them separately, and as discussed below, the addition of a base station, where one did not exist before does not qualify as "Existing" and further is a "substantial change" and should be treated as new for purposes of a city review or approval (as I reviewed the code again a "substantial change" requires a conditional use permit.) There is no question that the T-Mobile facility is an existing structure as defined as a "Wireless Telecommunication Facilities" as defined in the code, and the new Base station for Dish is clearly a new structure, separate from the tower, defined as "Eligible support structure". Both are Ground Based Structures, as any reasonable person can see are both on the ground and meet the definition of structures, and therefore are not permitted with 500 feet of each other.

Any analysis on this matter, should have been done by the applicant, but since the T-Mobile facility is not on the Dish site plan it appears that they did not look, or omitted it to avoid this issue. Any analysis would certainly need to be an objective fact based analysis

rather than subjective, so I assume must be documented by someone and approved by someone. Please send me the analysis that was done at the time where the developer/ owner/ and or the City concluded that the new equipment base station and block wall are not a structure as defined in your code, and that the T-Mobile Facility is not a structure, along with any supporting documents and communications, (if you are unable to email that over, if it is not already included under the information request I submitted on May 22, 2023 consider this my formal request to make those documents available for inspection and copying.)

"Eligible support structure" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(4), as may be amended, which defines that term as "any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section."

"Eligible facilities request" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(3), as may be amended, which defines that term as "any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment."

"Existing" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(4), as may be amended, which provides that a constructed tower or base station is existing for purposes of the FCC's Section 6409(a) regulations if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

"Wireless telecommunication(s) facilities," "wireless communication(s) facility," "wireless facility," or "facility" means any device or system for transmitting and/or receiving electromagnetic signals, including, but not limited to, radio waves and microwaves for cellular technology, personal communication services, mobile services, paging systems and related technologies. Facilities include towers, freestanding facilities, ground-mounted facilities, roof-top facilities, utility poles, transmitters, microwave dishes, antennas and parabolic antennas, small cells, macro and micro cells, DAS, DCU, all other types of equipment used in transmitting or receiving signals, antenna structures, associated buildings, base stations, emergency power systems or cabinets which house support equipment, and other accessory development.

Conditional Use Permit

With respect to your comment on the need for a conditional use permit, I missed this in my letter to the City attorney the first time. Your summary misstates the definition of a substantial change. Your letter focuses only on the tower, and omits the base station and equipment, however, your city code is very clear, "... for all base stations, a substantial change occurs when, the proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets;

Based upon this definition of a substantial change, the new equipment cabinets for the Dish project on the ground are not existing and require a conditional use permit and public hearings.

(b) Conditional Use Permit. New freestanding wireless communication facilities that are not collocated on existing structures (i.e., new towers), or proposed substantial changes (not meeting the definition of an eligible facilities request) to facilities that were previously approved through a conditional use permit, require approval of a conditional use permit in compliance with Chapter 21.36 of this title.

(1) Public Hearing. Any permit application under this chapter subject to planning commission approval shall require notice and a public hearing. Notice of such hearing shall be provided in accordance with Chapter 21.58. The planning commission may approve, or conditionally approve, an application only after it makes the findings required in subsection (e).

"Substantial change" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(7), as

may be amended, which defines that term differently based on the particular facility type and location. For clarity, the definition in this chapter organizes the FCC's criteria and thresholds for a substantial change according to the facility type and location.

(b) For towers in the public rights-of-way and for all base stations, a substantial change occurs when:

(3) The proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets;

(4) The proposed collocation or modification involves the installation of any new ground-mounted equipment cabinets that are ten percent larger in height or volume than any existing ground-mounted equipment cabinets; or

I have spoken with the Dish representative, and although he listened to me, he was not receptive to any comments about the look or design, and even tried to convince me that the neighbors like these towers and buildings next to their houses. He has certainly been drinking the Dish CoolAid. He told me that this is private land and they have a deal with SCE are doing to do what we want.

I renew my demand that the City place a "stop work order" as required by your code. The city, the developer, owner, and tenant have not complied with code section 21.28 for Wireless Communications, and the project is in violation of the zoning laws. I understand from your letter that you are clearly concerned about getting sideways with Dish, but the owner, tenant and operator are aware of these rules and know or should have known they were not in compliance.

Please review and advise me when the Stop Work order will be put in place, and when the public hearing dates will be.

Sincerely,

Lyle

Lyle Scheppele

3600 Birch Street, Suite 130 | Newport Beach, CA 92660
O: 949-239-7606 | M: 714-323-XXXX | F: 949-253-3541
lscheppele@jlsfamilyoffice.com

From: Matt Jenkins <Matt.Jenkins@fountainvalley.org>
Sent: Thursday, June 1, 2023 6:10 PM
To: Lyle Scheppele <lscheppele@jlsfamilyoffice.com>
Cc: Omar Dadabhoy <Omar.Dadabhoy@fountainvalley.org>; 'Colin Burns' <crburns@harperburns.com>; Alex Halfman <amhalfman@harperburns.com>; Maggie Le <Maggie.Le@fountainvalley.org>
Subject: Harper Park wireless facility

Good Evening Mr. Scheppele,

City staff consulted with the City Attorney on the attached letter regarding the wireless facility at

Harper Park.

I will be forwarding this letter to the residents that emailed me to keep them in the loop as well.

Regards,

Matt Jenkins
Senior Planner
City of Fountain Valley
714-593-4427

From:	Lyle Scheppele
To:	"Matt Jenkins"; Omar Dadabhoy
Subject:	Harper Park Project
Date:	Monday, June 5, 2023 8:42:00 PM

Mr. Matt Jenkins, and Mr. Omar Dadabhoy:

I received some records I had requested from Mr. Miller today, related to the Harper Park Dish project including the Planning Department approval. I appreciate the information provided so far. At this point we have gone back and forth over a number issues related to the approval. Based upon your approval letter, I have reviewed section 6409 of the middle Class Tax Relief and Job Creation Act of 2012 ("Act") and how it handles these collocation facilities and specifically new base stations and equipment. Based that review, and input from an industry expert that I have retained, we are comfortable that there a number of issues that Dish has not complied with, focused on the base station, the process, and assimilation and not the tower.

Our goal is to have this removed, and if that unsuccessful to have it screened in such a way that it is not visible. I have spoken with Dish, and they are not cooperative. I have spoken with the SCE representative, who was pleasant and asked what I wanted to mitigate this, I shared our concerns and he indicated he would reach out to Dish on my behalf. He is not pleased that Dish has apparently created an issue with the neighbors, as SCE wants to be good neighbors. Further I can tell from the agreement with SCE and my conversation with them, that Dish must comply with all the federal, state and city code or they are in breach of their agreement.

I would like to de-escalate this with the City as the you are not the enemy here. I am trying to find a way to solve this without litigation with Dish, or dragging the City into it, and the quickest route is if the city and the residents are on the same side. The residents don't want this, and I am sure that the city really does not want a building that looks like a dumpster enclosure in the park.

I am sure that Dish and their attorneys know the Act and the FVMC 21.28 better than anyone else, as such, if they are not in compliance with them, they know it or shown have known it.

Item 13 of the approval letter "The applicant shall comply with all federal, state, and local laws. Violations of any of those laws in connection with the use will be cause for revocation of this permit."

I would like to review the items with you as I believe a number of issues exist, any one of which is cause for revocation of the permit.

Please let me know if you are interested in discussing this and we can work a time I can meet with both of you.

Best

Lyle

J. Lyle Scheppele

3600 Birch Street, Suite 130 | Newport Beach, CA 92660
D: 949-239-7606 | M: 714-323-XXXX | F: 949-253-3541
lscheppele@jlsfamilyoffice.com
Send Files

From:	Lyle Scheppele
To:	"Omar Dadabhoy"
Cc:	"Phillip Hickerson"; "bdelaree@core.us.com"; "Maggie Le"; "Colin Burns"
Bcc:	"alea@dmablaw.com"; "Scott Miller"
Subject:	Harper Park Dish Cell project
Date:	Friday, June 9, 2023 5:05:00 AM

Mr. Dadabhoy

Thank you for the follow up yesterday regarding this site. I requested that based upon the issues I have outlined over the last few weeks, at a minimum: no conditional use permit, set back, mitigation and other matters, that you pull the permit for Dish and start over as I do not believe the project was properly approved. You indicated to me that they had vested rights in that permit, and that the City was not going to do anything related to the permit. You then asked what could be done to mitigate it, not sure how they mitigate a 8' high, 10' x 10' block structure that looks like a large dumpster enclosure so, my preference is to have it torn down and the process started over. You indicated that you have been in contact with the Dish representatives regarding some landscaping outside of the Edison property to try to screen it. As I indicated, that is a good start and let's see what the landscape architect renderings looks like, I am doubtful that they can mitigate it but I am willing to look at it.

You indicated that they have vested rights and you can't/ or will not do anything to stop the development or construction. I would like to point out, that in a situation where there is a notice deficiency in connection with a Conditional Use permit, the applicants zoning is at risk, and not just during the development process but once they attempt to operate it. This is not just improper notice, as a factual matter, it is no notice. As I outlined in my prior letters, the addition of a base station where one did not exist is a substantial change under the FMVC 21.28. The definition, in the City code for a substantial change, (b) covers "all base stations", a substantial change occurs when; (3) "the proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are **no existing** ground mounted cabinets", and requires a conditional use permit. In addition, the project does not qualify for the streamlined process under the Spectrum Act, section 6409 (a) as there is a substantial change, the addition of the Base Station, which again requires a conditional use permit. The city and the applicant cannot waive this requirement. The FVMC outlines your process for a conditional use permit, and it clearly requires Notice and hearings.

The state of California Gov. Code section 65905 - Public hearing on variance, conditional use permit or equivalent development permit (a) Except as otherwise provided by this article, a public hearing shall be held on an application for a variance from the requirements of a zoning ordinance, an application for a conditional use permit or equivalent development permit, a proposed revocation or modification of a variance or use permit or equivalent development permit, or an appeal from the action taken on any of those applications. (b) Notice of a hearing held pursuant to subdivision (a) shall be given pursuant to Section 65091. Section 65094 "notice of a public hearing" means a notice that includes the date, time, and place of a public hearing, the identity of the hearing body or officer, a general explanation of the matter to be considered, and a general description, in text or by diagram, of the location of the real property, if any, that is the subject of the hearing.

At a minimum, advance public notice, an opportunity to be heard, and a fair hearing are constitutional due process rights. Land use decisions which "substantially affect" the property rights of owners of adjacent parcels may constitute "deprivations" of property within the context of procedural due process. Had public hearings occurred it is unlikely that this project would have been developed like it is. As an example, an alternate SCE tower (that looks just like this one) inside the nursery, 1/8th of mile south, in the same city and same area would have been completely screened and no one would have pushed back.

I am willing to listen to the Dish options for mitigation to this project, however that does not mean I will not pursue resolution of the matters I have communicated to the City if they start working on it again. I have not had any conversations with any representatives at Dish as they have not called me back, and although I appreciate the City trying to work on this. Even though the City is unwilling to take any action on the permit, it is still an issue that Dish may not be comfortable with if they attempt to finish this and get it operating since the City nor Dish can solve this Deficient or improper notice issue without going through the proper CUP process. If the City plans an attempt to remedy this by providing notice to the City Residents I am requesting that you inform me so I can attend.

J. Lyle Scheppele

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Lyle Scheppele
18692 Santa Mariana St
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lscheppele@jlsfamilyoffice.com

July 11, 2023

City Of Fountain Valley Planning Commission
C/O Ms. Maggie Le, City Manager
C/O Rick Miller, City Clerk
10200 Slater Ave.
Fountain Valley, CA 92708-4736

Dear Planning Commission:

I spoke at in the open public form at your last Planning Commission meeting regarding the Harper Park SCE tower/ Dish Wireless proposal. I provided a letter prior to that meeting appealing the decision of the Community Development Director approving the Antenna and Base station structure proposed by Dish.

I was informed by your Community Development Director, Mr. Omar Dadabhoy on June 20, 20023 that the Planning Commission will put this item on the agenda at their August meeting. I appreciate the fact that the Planning Commission is willing to look at this.

There is a short term stipulation with Dish to halt on construction on that project for two weeks, (other than the street repairs that apparently the City has been requesting) pending further action by the City or the court to halt it construction temporary, and ultimately a permanently injunction. It appears to me that Dish violated this agreement today by doing work on the sidewalk related to the Edison meter area.

A trip down memory lane shows that the city and the Harper Park residents have been down this road twice before and I have spoken at public meetings back in 2009 on this matter.

> May 9 2007 the Planning Commission reviewed the T-Mobile application, and Conditional Use permit ("CUP") # 1628 to construct an equipment building under the SCE tower and to attach antennas on that tower similar to what is being proposed by Dish today.
>
> On August 22, 2007, the Planning Commission denied the CUP for a variety of reasons, safety, appearance to name a few.
>
> September 26, 2007, the Planning Commission formally memorialized the denial. On the basis that only (3) of the required seven (7) findings can be made to approve the CUP. Specifically the project did not comply with: Copied from the Resolution 07-23:
>
> > *Findings and Supporting Facts: The Planning Commission **finds that the application does not** meet all the criteria for a Conditional Use Permit contained in Chapter 21.36 of the Fountain Valley Municipal Code: The applicant did not meet items, 2, 3, 4, and 5.*

1. *The proposed wireless antenna facility is permitted in the P/OS Parks and Open Space zoning district subject to the approval of a Conditional Use Permit.*

2. *The proposed wireless antenna facility is not consistent with the actions, goals, objectives and polices of the General Plan because of potential security concerns, graffiti, aesthetics, potential liability to the City and public nuisance due to the close proximity to the Harper Park playground and Edison right-of-way open space uses.*

3. *The proposed design, location, shape, size, and operating characteristics of the proposed wireless antenna facility are not compatible with existing public park and open space activities.*

4. *The site for the proposed wireless antenna facility is not physically suited for the use because of the close proximity to Harper Park and the open space activities in the Edison right-of-way.*

5. *Granting Conditional Use Permit No. 1628 could be detrimental to the public convenience, health, interest, safety, or welfare to persons, property, or improvements in the vicinity of the proposed wireless antenna facility because of the close proximity to Harper Park and open space activities in the Edison right-of-way.*

6. *The proposed wireless antenna faculty has been reviewed in compliance with the provisions of the California Environmental Quality Act and the City's Environmental Review procedures.*

7. *The applicant has demonstrated an understanding of the conditions imposed in any conditional use permit granted and has agreed to abide by those conditions.*

In October 2007, staff and the Planning Commission rejected other options by T-Mobile.

On November 20, 2007, T-Mobile appealed to the Planning Commission

On February 27, 2008, the Planning Commission approved the project **with the equipment vault underground.**

T-Mobile abandoned that project.

September 9, 2009, the Planning Commission had an agenda item for T-Mobile to build a cell site with the stealth underground vault and Tree type tower 270 feet north west of the SCE tower.

October 14, 2009 the Planning Commission denied CUP number 1678 for the Tree type structure as it did not meet the findings, and not consistent with the appearance.

November 3, 2009, based upon an appeal by T-Mobile, the City Council approved the Tree cell tower with and underground vault for the equipment.

At the time, the T-Mobile project was being considered the local Residents provided significant input and push back, ultimately ensuring that the project was done the best way possible. The city rejected the above ground equipment enclosure at that time.

The City code restricted the new base station structure/ equipment structure under the tower back in 2007, similar as what is proposed today, and told them to move it out of the park, or underground it. The Federal, state and local laws in effect at the time are similar to today. The only differences are the players, and the lack of oversight by the city governing bodies. Using the same fact pattern from 2007, this Dish project in 2022 should have been denied, as the same facts exist.

In 2022, the City staff approved this project without considering the History, and the appropriate law. I have written to the Planning Commission, the Council and staff on this matter so I will not repeat all those issues here. However, there are a few relevant points.

The City told me that they must approve projects like this in accordance with the sixty (60) shot clock outlined in the spectrum act, and based upon the speed at which this occurred, and although I believe the Staff misapplied the standard, it appears to have been a significant factor in the rush to get this done. The issues outlined in the findings from September 26, 2007 are still the same as today, and the Spectrum Act gives cities flexibly when the project is in public spaces such as a park.

It is important to note that the regulations and the facts that lead to the denial of the project back in 2007 are the same as today.

The Spectrum Act specifically outlines relevant issues related to this approval in Harper Park. Although the residents do not want the antennas, the primary issue has been the equipment building or base station as it is defined in the Act.

Section 6409(a) provides, in relevant part, that "notwithstanding [47 U.S.C. § 332(c)(7)] or any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. "Among other matters, the 2014 Infrastructure Order established a 60-day period in which a state or local government must approve an "eligible facilities request. "The Federal Communication Commission's rules define "eligible facilities request" as "any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) Collocation of new transmission equipment; (ii) Removal of transmission equipment; or (iii) Replacement of transmission equipment."

This tower, base station and/ or equipment structure is unusual in that it is both on private land as well as in the public right-of way and designed as a park and is currently under a lease that provides for Park use. The combination of both of those rules provide the city significant leeway in evaluating this project, as there are set back issues related to the private land from the other tower in the Park, and significant public issues related to the right-of way use by the public.

The FCC has recognized that activities in public rights-of-way "are more likely to raise aesthetic, safety, and other issues," and that "towers in the public rights-of-way should be subject to the more restrictive . . . criteria applicable to non-tower structures rather than the criteria applicable to other towers." The record reflects agreement by both industry and locality commenters that the Federal Communication Federal Communication rule change to provide for compound expansion should not apply to towers in the public rights-of-way. The Federal Communication Commission's revised compound expansion rule also does not apply to non-tower structures (*e.g.,* base stations), which "use very different support

structures and equipment configurations" than towers. (§ 1.6100(b)(7)(iv) and to the definition of "site" in § 1.6100(b)(6))

Although one may consider the impact of the National Programmatic agreement for the Collocation of wireless antennas executed by the FCC and the National Conference of state historic preservation officers and the advisory council on historic preservation, this agreement does not superseded the Federal Spectrum Act, State law or the Fountain Valley Municipal code with respect to these matters.

The FCC maintains that the 2014 Infrastructure Order's approach that a locality "is not obligated to grant a collocation application under section 6409(a)" if "a tower or base station was constructed or deployed without proper review, was not required to undergo siting review, or does not support transmission equipment that received another form of affirmative State or local regulatory approval. (Ref. 2014 Infrastructure Order, 29 FCC Rcd at 12937, para. 174.)

Title 47 , Chapter I, Subchapter A,, Part 1, Subpart U,§ 1.6100 Wireless Facility Modifications.
(7) ***Substantial change.*** A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure; **Currently no equipment cabinets on the ground.**

Given that the City denied a similar request back in 2007, with similar facts, the same law, and the same concerns, I am asking that the Planning commission review this project with the similar requirements. At minimum the set back issues from the other tower is a proper denial criteria, as are the lack of findings in the CUP denial back in 2007, the fact that the tower was not approved as a collocation facility that supports wireless transmission equipment at the time of the approval and the flexibly provided by 6409 (a) regarding public rights-of-way and park space.

Dish is well aware of these rules and the fact that their application does not comply. I urge the Planning Commission to get behind these concerns, and put these matters on the agenda for a public hearing and resolution. This project can be modified or moved to meet the needs of Dish without destroying Harper Park. Since the city is aware that Dish is not compliance with the requirements of the city approval letter, and are currently doing work on the site in violation of their agreement with me and the court, I am requesting that the city issue a "stop work order", until such time as the Planning Commission and the City council, if necessary, have public hearings to address this.

Sincerely,

Lyle Scheppele

CITY OF FOUNTAIN VALLEY

PLANNING DEPARTMENT
10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4425, FAX: (714) 593-4525

September 13, 2022

Core Communications
1511 E. Orangethorpe Ave Unit D
Fullerton, CA 92831-5204

SUBJECT: Administrative Wireless Communication Facilities Permit No. 22-09
Site Name: BLUEBIRD
Dish Site ID: LSSNA01129B
8675 Blue Bird Ave
Fountain Valley, CA 92708

Dear Applicant,

The Planning Department has reviewed your application for an Administrative Wireless Communication Facilities Permit to install a new wireless communication facility located in the Edison Easement / Harper Park at 8675 Blue Bird (Site Number: LSSNA01129B).

Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 mandates that state and local governments must approve an eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.

The proposed modification will not result in a substantial increase in size, as the change will not:

(1) Increase the overall height more than 10% or the height of one additional antenna array not to exceed 20 ft. whichever is greater;
(2) Involve the installation of more than four new equipment cabinets or more than one new equipment shelter;
(3) Add an appurtenance to the body of the structure that would protrude from the edge of the structure more than twenty feet, or more than the width of the structure at the level of the appurtenance, whichever is greater (except that the deployment may exceed this size limit if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable); or
(4) Involve excavation outside the current site, defined as the area that is within the boundaries of the leased or owned property surrounding the deployment or that is in proximity to the structure and within the boundaries of the utility easement on which the facility is to be deployed, whichever is more restrictive.

The request qualifies as an eligible facilities request to install a new wireless facility located in the Edison Easement / Harper Park at 8675 Blue Bird, subject to conditions of approval below.

Environmental Clearance:

The proposed project is determined categorically exempt pursuant to Class 1, Existing Facilities, Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, which establishes that existing structures involved in negligible or no expansion of use beyond the previously existing are exempt from the provisions of CEQA.

Findings and Supporting Facts:

The Administrative Wireless Communication Facilities Permit meets the criteria found in Fountain Valley Municipal Code Chapter 21.28, which requires that the following findings be made:

1. There is adequate space on the site for the antenna and accessory wireless equipment without conflict with existing structures on the property, or reducing required parking, landscaping or other development standards.

   The proposed wireless facility will not conflict with any existing structures or affect any parking, landscaping or other development standards. The proposed facility will be located on an existing Edison transmission tower with the equipment enclosure located at the base of the existing tower on a dirt pad. No landscaping will be removed.

2. The design and placement of the antenna and accessory wireless equipment will not adversely impact the use of the site, other structures located on the site or the surrounding area or neighborhood.

   The proposed antennas will be mounted at 54 ft. on the existing 129 ft. Edison tower. The 100 sq. ft. equipment enclosure will be constructed under the Edison tower footprint on a dirt pad. The proposed antennas and equipment will not affect the use of the Edison tower, or any other structures in the surrounding area. No landscaping will be removed.

   The Edison easement runs through the City from north to south, where the City has approved two (2) other wireless facilities on Edison towers in the past and has had no documented issues. (Administrative Permit No. 19-07 & 21-07).

3. The antenna and accessory wireless equipment as proposed are consistent with the intent of this part and comply with the general standards for wireless telecommunication facilities and any special standards below.

   The proposed facility will blend in with the existing Edison tower as all antennas and conduits are conditioned to be painted to match the tower structure to achieve a steal look required by the wireless communications ordinance.

4. The public right-of-way will not be adversely impacted.

   The proposed wireless facility is on the Edison easement surrounded by Harper Park managed by the City and will have minimal on the City's public right-of-way. The applicant will be required to obtain an encroachment permit to provide power to the facility from the south side of Blue Bird Avenue. A meter pedestal is proposed to be located in the Edison easement outside of the City's sidewalk right-of-way.

Determination:

Your proposal has satisfied the findings contained in Fountain Valley Municipal Code Chapter 21.28, Wireless Communications. Administrative Wireless Communications Facilities Permit No. 22-09 is hereby approved subject to the following conditions:

Conditions:

1. The Administrative Wireless Communication Facilities Permit No. 22-09 is approved and in effect for a period of 12 months from the date of this letter. If no development has commenced at the end of this 12-month time period, the permit approval shall expire and be determined void. A one-year extension may be granted subject to Fountain Valley Municipal Code 21.54. A request for an extension of time should be made in writing by the applicant thirty (30) days prior to the expiration date.

2. The plans marked Exhibit A are made part of this application approval and cannot be modified without prior approval by the Planning and Building Director.

3. This permit is not effective unless the applicant signs it, acknowledging his/her understanding of the conditions imposed herein. By signing and accepting the conditions of approval, the applicant accepts the benefits conferred by the permit subject to the conditions imposed therein. By accepting the right to operate pursuant to the permit, the applicant waives all rights to challenge any condition imposed as unfair or unreasonable.

4. The Administrative Wireless Communication Facilities Permit No. 22-09 shall not become effective until all applicable conditions of approval have been met. All conditions of approval shall be observed throughout the duration of the permit.

5. Indemnification. The applicant shall agree to indemnify, hold harmless and defend the city, its officers, agents and employees from any and all liability or claims that may be brought against the city from its approval of a permit.

6. Terms of Lease. A letter outlining the parties, contact information and term of the lease, license or other agreement with the property owner shall be submitted to the city prior to issuance of a building permit for the facility. If the lease, license or agreement is extended or terminated, notice and evidence thereof shall be provided to the director. Upon termination or expiration of the lease, the use permit for the facility shall become null and void and the facility removed within ninety days.

7. Change of Ownership. Notice of change of ownership of the facility shall be provided to the city.

8. Changes and Modifications. All changes and modifications to an approved facility shall require prior approval by the city.

9. Permittee shall submit plans to the Building Department to obtain a building permit. The plans shall be in substantial conformance to the plans approved by Administrative Wireless Communication Facilities Permit No. 22-09, Exhibit A.

10. The antennas, overhead ice bridge and all associated conduits & cables, etc. shall be painted to match the Edison tower and shall be maintained in an acceptable condition subject to review by the Planning and Building Director. This shall be noted on the plans submitted for plan check.

11. Vandalism Repair. All graffiti and other forms of vandalism shall be promptly removed and/or repaired within twenty-four hours of notification or attempted notification using annual certification contact information. This includes the equipment enclosure, the overhead ice bridge, and all areas, which the applicant has control over under their lease area.

12. The number of antennas on the facility shall be limited to the number shown on the approved plans. The location and configuration of these antennas shall be restricted to the location and configuration shown on the approved plans.

13. The applicant shall comply with all federal, state, and local laws. Violations of any of those laws in connection with the use will be cause for revocation of this permit.

14. Operation of the cell site shall in no way interfere with the 800-megahertz public safety radio system. If the City's public safety divisions discover any interference from the facility operation, the carrier must resolve the issue (if it is determined/confirmed the source of interference is from carrier's facility) within 72 hours of the City notifying them [Calling the 24 hour carrier Emergency Number] of the issue. Violation of this provision shall otherwise require immediate deactivation of the cell site.

15. Non-Operation or abandonment of the site for a period of 180 days will commence the immediate removal of this facility and the replacement of the light standard to the satisfaction of the Planning and Building Director.

16. The applicant shall provide a 24-hour phone number posted on site to which interference problems may be reported, and will resolve all interference complaints within 24 hours.

17. Signage shall be prohibited on the wireless telecommunications facilities unless required by federal, state or local law.

18. An encroachment permit shall be required for any work performed in the City public right-of-way.

19. All worked performed in the City's public right-of-way shall be in conformance with standard practices and procedures as determined by the Public Works Director.

Please sign this letter below and return it to the Planning Department. You may apply to the Building Department for a building permit at any time. If you have any questions or need further assistance, please contact me at (714) 593-4427.

9/15/22
Date

Adrianna Fegeda
Applicant Sign/Print

Agent of Applicant Signature

Brian De La Ree,
Core Development Services
09/13/22

Sincerely,

Matt Jenkins
Senior Planner
City of Fountain Valley

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Introduction and First Read of An Ordinance Adding Chapters 4.35 Group Homes and 21.29 Group Homes and Amending Section 21.08.030 Residential Zoning District Land Uses and Permit Requirements to the Fountain Valley Municipal Code

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Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Attract and retain revenue producing businesses
☐ Achieve fiscal stability in accordance with the 20-Year Financial Plan
☐ Attract and retain quality staff
☐ Not applicable

EXECUTIVE SUMMARY:

An amendment to the Fountain Valley Municipal Code ("F.V.M.C.") adding sections 4.35 Group Homes and 21.29 Group Homes and amending section 21.08.030 Residential Zoning District land Uses and Permit Requirements to provide for zoning regulations and permit requirements for group homes in accordance with State law.

DISCUSSION:

The City Council directed staff to prepare draft regulations governing sober living facilities for City Council consideration, based on the regulations adopted by the City of Costa Mesa in 2014. The proposed ordinance is modeled after the City of Costa Mesa's ordinance.

Over the past several years the City of Fountain Valley, Orange County and State of California have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities for large numbers of individuals ("sober living homes"). The City of Fountain Valley has seen a steady increase in the number of sober living facilities operating in its single-family residences. The purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they can reside in the residential neighborhood of their choice.

The rapidly increasing number of sober living homes in the City of Fountain Valley has led to an overconcentration of sober living homes in certain areas of the City's residential neighborhoods, which is both deleterious to the residential character of these neighborhoods and may also lead to the institutionalization of such neighborhoods. As a result, the City continues to receive comments and concerns from members of the public regarding the lack of local regulations governing these facilities, and staff continues to receive reports regarding neighbors experiencing adverse impacts from these facilities, including, but not limited to, noise, excessive debris/trash, second-hand smoke, loitering, traffic, increased parking demands, and the clustering of group homes near each other. The clustering of these homes can have the effect of altering the residential character of neighborhoods so that it appears more institutional and business-oriented in nature.

There is also a legitimate interest in protecting the vulnerable clients of these facilities, who are persons in alcohol and drug recovery. Without regulations, oversight, and government control, persons are being taken advantage of by business-oriented facility operators, who care more about their profit than the health and wellbeing of the persons residing in their facilities. Persons in recovery are being exploited for their insurance money and financial gain to the disadvantage of the persons residing in the facilities as well as the surrounding neighborhood.

Accordingly, the proposed ordinance seeks to regulate group homes and sober living facilities to curb these evils, providing a safe space for persons to recover from drug and alcohol addiction and preserving the residential character of neighborhoods. The proposed ordinance regulates group homes and sober living homes in accordance with State and Federal law.

State and Federal Law

The California Constitution gives cities broad police powers to preserve the characteristics of residential zones. The Federal Fair Housing Act ("FHAA") and California Fair Employment Housing Act ("FEHA") prohibit enforcement of zoning ordinances which on their face discriminate, or have the effect of discriminating, against equal housing opportunities for persons with disabilities. Persons recovering from alcohol and drug addiction, who are not currently using alcohol or drugs, are considered persons with disabilities under both the FHAA and FEHA. The FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford a handicapped person an equal opportunity to use and enjoy a dwelling.

The California Lanterman Act requires cities to treat state licensed residential care facilities serving six or fewer as a residential use, meaning the City cannot impose any zoning restrictions on state licensed residential care facilities that it does not impose on other residences.[1] A city also cannot impose zoning restrictions, or occupancy limits for unrelated persons who live together that do not also apply to other single-family residences, if the unrelated persons live together as a single housekeeping unit.[2] If a group of people living together can meet the definition of a "household" or "family," there is no limit on the number of people who are permitted to live together, except for Housing Code limits.

1 Health and Safety code 11834.21; 11834.23.
2 *City of Santa Barbara v. Adamson*, 27 Cal. 3d 123, 134.

Proposed Regulations on Group Homes and Sober Living Facilities

The proposed ordinance excludes state licensed care facilities and any group home and/or sober living home that operates as a single housekeeping unit from its zoning restrictions and permit requirements. Facilities that are licensed by the state or households that operate as a single housekeeping unit will not be regulated by this ordinance in compliance with State law.

Group homes with six or fewer residents in the R1, GH, R2, R3, and R4 zones will have to obtain a special use permit. Group homes with seven or more residents are not permitted in the R1 zone. Group homes with seven or more residents in the GH, R2, R3, and R4 zones must obtain a conditional use permit and an operator's permit.

Permits will not be issued pursuant to the ordinance unless there is a 650-foot separation between the applicant's group home and any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility. All occupants, other than the house manager, must be actively participating in a legitimate recovery program. A permit will not be issued if the owner/operator or staff person is a sex offender, violent felon, or drug dealer.

Additional requirements include a twenty four hour house manager present at the group home on a day to day basis, transportation for evicted residents to their permanent address, and prohibition of the use of any alcohol or any non-prescription drug at the sober living home or by any resident either on or off site.

In addition, existing group homes must apply for a special use permit within ninety days of the effective date of the ordinance. Group home and sober living home operators may seek relief from any section of the ordinance by requesting a reasonable accommodation pursuant to Fountain Valley Municipal Code section 21.08.060.

Planning Commission Review and Recommendation:

On February 8, 2023, the Planning Commission, at a duly noticed public hearing, heard the proposed Ordinance, and voted 5-0 to recommend the adoption of the Ordinance by the City Council with the guidance that the imposition of greater fines for violators be looked into by staff. On March 7, 2023, the City Council continued the ordinance and directed the Attorneys for the City to bring it back at a later date after there had been developments in the Costa Mesa litigation.

On July 18, 2023, the Attorneys for the City provided an update on the status of the Costa Mesa litigation as well as the Sober Living and Recovery Task Force and Orange County Grand Jury report regarding sober living homes. The Ordinance is now to the City Council for review and approval as recommended by the Planning Commission.

FISCAL REVIEW:

There is no fiscal impact related to this item.

PUBLIC NOTIFICATION:

This item was agendized in compliance with the Brown Act and noticed as a public hearing.

ENVIRONMENTAL IMPACT REVIEW:

This request is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15061 (b)(3) (General Rule) of the CEQA Guidelines, because it has no potential for resulting in a physical change to the environment, directly or indirectly.

ATTORNEY REVIEW:

The Attorneys for the City reviewed and approved this ordinance.

ALTERNATIVES:

Alternative No.1: Approve the introduction-first read of an ordinance adding chapters 4.35 Group Homes and 21.29 Group Homes and amending Section 21.08.030 Residential Zoning District Land Uses and Permit Requirements.

Alternative No. 2: Do not approve the proposed ordinance. and provide direction to staff.

Recommendation: If the City Council desires to regulate group homes in accordance with the City of Costa Mesa and its ordinance, Staff recommends **Alternative No.1**: Approve the introduction-first read of an ordinance adding chapters 4.35 Group Homes and 21.29 Group Homes and amending Section 21.08.030 Residential Zoning District Land Uses and Permit Requirements.

Prepared by: Alexandra Halfman, Attorneys for the City

Reviewed by: Omar Dadabhoy, Community Development Director

Approved by: Maggie Le, City Manager

Attachments: 1. Resolution No. 23-04 with attached Ordinance labeled “Exhibit A”

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY ADDING CHAPTERS 4.35 GROUP HOMES AND 21.29 GROUP HOMES AND AMENDING SECTION 21.08.030 RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS TO THE FOUNTAIN VALLEY MUNICIPAL CODE

WHEREAS, under the California Constitution, Article XI, Section 7, the City has been granted broad police powers to preserve the residential characteristics of its R1, GH, R2, R3, and R4 zones, which powers have been recognized by both the California Supreme Court and United States Supreme Court, the latter of which has stated that, "It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled;"

WHEREAS, the Federal Fair Housing Act Amendments ("FHAA") and the California Fair Employment Housing Act ("FEHA") prohibit enforcement of zoning ordinances which on their face discriminate, or have the effect of discriminating, against equal housing opportunities for persons with disabilities;

WHEREAS, a core purpose of the FHAA, FEHA and California's Lanterman Act is to provide a broader range of housing opportunities to persons with disabilities; to free persons with disabilities, to the extent possible, from institutional style living; and to ensure that persons with disabilities have the opportunity to live in normal residential surroundings and use and enjoy a dwelling in a manner similar to the way a dwelling is enjoyed by others;

WHEREAS, to fulfill this purpose the FHAA and FEHA also require that the City provide reasonable accommodations to its zoning ordinances if such accommodation is necessary to afford a handicapped person an equal opportunity to use and enjoy a dwelling;

WHEREAS, the Lanterman Act fulfills this purpose in part by requiring cities to treat state licensed residential care facilities serving six or fewer as a residential use;

WHEREAS, in enacting this Ordinance the City Council of the City of Fountain Valley is attempting to strike a balance between the City's and residents' interests of preserving the characteristics of residential neighborhoods and to provide opportunities for persons with disabilities to reside in such neighborhoods that are enjoyed by others;

WHEREAS, over the past several years the City, County and State have seen a significant increase in the number of single- and multi-family homes being utilized as alcohol and drug recovery facilities for large numbers of individuals (hereafter, "sober living homes");

WHEREAS, the increase appears to be driven in part by the Substance Abuse and Crime Prevention Act of 2000 (hereafter, "the Act") adopted by California voters which provides that specified first-time drug and alcohol offenders are to be afforded the opportunity to receive substance abuse treatment rather than incarceration;

WHEREAS, the Affordable Care Act has significantly expanded the availability of health care coverage for substance abuse treatment;

WHEREAS, the City of Fountain Valley has seen a sharp increase in the number of sober living homes, which has generated secondary impacts including, but not limited to neighborhood parking shortfalls, overcrowding, inordinate amounts of second-hand smoke, and noise; and the clustering of sober living facilities in close proximity to each other creating near neighborhoods of sober living homes;

WHEREAS, over the last decade the number of sober living homes in the City of Fountain Valley is rapidly increasing, leading to an overconcentration of sober living homes in certain of the City's residential neighborhoods, which is both deleterious to the residential character of these neighborhoods and may also lead to the institutionalization of such neighborhoods;

WHEREAS, the purpose of sober living homes is to provide a comfortable living environment for persons with drug or alcohol addictions in which they remain clean and sober and can participate in a recovery program in a residential, community environment, and so that they have the opportunity to reside in the residential neighborhood of their choice;

WHEREAS, recovering alcoholics and drug addicts, who are not currently using alcohol or drugs, are considered persons with disabilities under both the FHAA and FEHA;

WHEREAS, based on the City's experience it has become clear that at least some operators of sober living homes are driven more by a motivation to profit rather than to provide a comfortable living environment in which recovering addicts have a realistic potential of recovery, or to provide a living environment which remotely resembles the manner in which the non-disabled use and enjoy a dwelling;

WHEREAS, persons with drug and/or alcohol addictions are an extremely vulnerable population and City desires to protect these persons from, based on City's experience, sober living home operators, who are interested solely in profit and have been exploiting persons in recovery for insurance money and financial gain to the disadvantage of the person as well as the surrounding neighborhood;

WHEREAS, establishing distance requirements for sober living homes is reasonable and non-discriminatory and not only helps preserve the residential character of the R1, GH, R2, R3, and R4 zones; as well as the planned development residential neighborhoods, but also furthers the interest of ensuring that persons with disabilities are

not living in overcrowded environments that are counterproductive to their well-being and recovery;

WHEREAS, sober living homes do not function as a single housekeeping unit for the following reasons: (1) they house extremely transient populations (programs are generally about 90 days and a 2008 UCLA study found that 65-70% of recovering addicts don't finish their recovery programs); (2) the residents generally have no established ties to each other when they move in and typically do not mingle with other neighbors; (3) neighbors generally do not know who or who does not reside in the home; (4) the residents have little to no say about who lives or doesn't live in the home; (5) the residents do not generally share expenses; (6) the residents are often responsible for their own food, laundry and phone; (7) when residents disobey house rules they are often just kicked out of the house; (8) the residents generally do not share the same acquaintances; and (9) residents often pay significantly above market rate rents;

WHEREAS, because of their extremely transient populations, above-normal numbers of individuals/adults residing in a single dwelling and the lack of regulations, sober living facilities present problems not typically associated with more traditional residential uses, including but not limited to: the housing of large numbers of unrelated adults who may or may not be supervised; disproportionate numbers of cars associated with a single housing unit, which causes disproportionate traffic and utilization of on-street parking; excessive noise and outdoor smoking, which interferes with the use and enjoyment of neighbors' use of their property; neighbors who have little to no idea who does and does not reside in the home; little to no participation in community activities that form and strengthen neighborhood cohesion; a history of opening facilities in complete disregard of the Fountain Valley Municipal Code and with little regard for impacts to the neighborhood; disproportional impacts from the average dwelling unit to nearly all public services including sewer, water, parks, libraries, transportation infrastructure, fire and police; a history of congregating in the same general area; and the potential influx of individuals with a criminal record;

WHEREAS, a variable separation requirement will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than persons with disabilities;

WHEREAS, housing inordinately large numbers of unrelated adults in a single dwelling or congregating sober living homes in close proximity to each other does not provide persons with disabilities with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for persons with disabilities, and which no reasonable person could contend provides a life in a normal residential surrounding;

WHEREAS, notwithstanding the above, the City Council recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing persons with disabilities the opportunity to live in residential neighborhoods, as well as providing recovery programs for individuals attempting to overcome their drug and alcohol addictions, and that therefore providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents;

WHEREAS, without some regulation there is no way of ensuring that the individuals entering into a group home are persons with disabilities and entitled to reasonable accommodation under local and state law; that a group home is operated professionally to minimize impacts to the surrounding neighborhood; and that the secondary impacts from over concentration of both group homes in a neighborhood and large numbers of unrelated adults residing in a single facility in an individual home are lessened;

WHEREAS, in addition to group homes locating in residential neighborhoods other state-licensed residential care facilities for six or fewer persons who are mentally disabled or otherwise disabled or supervised, are also taking up residence in these neighborhoods;

WHEREAS, the purpose of group homes for persons with disabilities is to provide persons with disabilities an equal opportunity to comfortably reside in the residential neighborhood of their choice; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines, in that the City Council hereby finds that it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby **ORDAIN** as follows:

Section 1:

Fountain Valley Municipal Code Chapter 4.35 "Group Homes" is hereby added to read as follows:

4.35.010 Definitions.

The following definitions shall apply to this Chapter. To the extent these definitions conflict with any other provision in the Municipal Code, these definitions shall control:

"Alcoholism or drug abuse recovery or treatment facility" means adult alcoholism or drug abuse recovery or treatment facilities that are licensed pursuant to Section

11834.01 of the California Health & Safety Code. Alcoholism or drug abuse recovery or treatment facilities are a subset of residential care facilities.

"Boardinghouse" means a dwelling unit, other than a hotel, wherein rooms are rented under two (2) or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the dwelling unit. Boardinghouse, small means two (2) or fewer rooms being rented to a maximum of three (3) occupants per dwelling unit. Boardinghouse, large means three (3) to six (6) rooms being rented to a maximum of six (6) occupants per dwelling unit. Boardinghouses renting two (2) or fewer rooms and having more than three (3) occupants or renting more than six (6) rooms and/or having more than six (6) occupants, per dwelling unit are prohibited.

"Disabled" shall have the same meaning as handicapped.

"Fair housing laws" means the Federal Fair Housing Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as each statute may be amended from time to time, and each statute's implementing regulations.

"Group home" means a facility that is being used as a supportive living environment for persons who are considered disabled under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one (1) or more dwelling units. Group homes shall not include the following: (1) residential care facilities; (2) any group home that operates as a single housekeeping unit.

"Handicapped" means, as more specifically defined under the fair housing laws, a person who has a physical or mental impairment that limits one (1) or more major life activities, a person who is regarded as having that type of impairment, or a person who has a record of that type of impairment, not including current, illegal use of a controlled substance.

"Household" means all the people occupying a dwelling unit and includes people who live in different units governed by the same operator.

"Integral facilities" means any combination of two (2) or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one operation shall be referred to as integral facilities and shall be considered one facility for purposes of applying federal, state and local laws to its operation. Examples of such integral facilities include, but are not limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services to program participants in another facility or facilities or by assigning staff or a consultant or consultants to provide services to the same program participants in more than one licensed or unlicensed facility.

“Integral uses” means any two or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two or more care programs participate simultaneously in any care or recovery activity, or activities so commonly administered. Any such integral use shall be considered one use for purposes of applying federal, state and local laws to its operation.

“Operator” means a company, business or individual who provides residential services, i.e., the placement of individuals in a residence, setting of house rules, and governing behavior of the residents as residents. Operator does not include a property owner or property manager that exclusively handles real estate contracting, property management and leasing of the property and that does not otherwise meet the definition of operator.

“Planning Department” means the Planning Department of the City of Fountain Valley.

“Property” means any single development lot that has been subdivided bearing its own assessor’s parcel number or with an approved subdivision map or condominium map.

‘Referral facility” means a residential care facility or a group home where one or more person’s residency in the facility is pursuant to a court order or directive from an agency in the criminal justice system.

“Residential care facility” means a residential facility licensed by the state where care, services, or treatment is provided to persons living in a supportive community residential setting. Residential care facilities include but may not be limited to the following: intermediate care facilities for the developmentally disabled (Health & Saf. Code §§ 1267.8, 1267.9); community care facilities (Health & Saf. Code §§ 1500 et seq.); residential care facilities for the elderly (Health & Saf. Code §§ 1569 et seq.); residential care facilities for the chronically ill (22 C.C.R. § 87801(a)(5); Health & Saf. § 1568.02); alcoholism and drug abuse facilities (Health & Saf. Code §§ 11834.02-11834.30); pediatric day health and respite care facilities (Health & Saf. Code §§ 1760 et seq.); residential health care facilities, including congregate living health facilities (Health & Saf. Code §§ 1265 – 1271.1, 1250(i), 1250(e), (h)); family care home, foster home, group home for the mentally disordered or otherwise handicapped persons or dependent and neglected children (Wel. & Inst. Code §§ 5115-5120).

“Single housekeeping unit” means that the occupants of a dwelling unit have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, and expenses and responsibilities; membership in the single housekeeping unit is fairly stable as opposed to transient, members have some control over who becomes a member of the household, and the residential activities of the household are conducted on a nonprofit basis. There is a rebuttable presumption that integral facilities do not constitute single housekeeping units.

Additional indicia that a household is not operating as a single housekeeping unit include but are not limited to: the occupants do not share a lease agreement or ownership of the property; members of the household have separate, private entrances from other members; members of the household have locks on their bedroom doors; members of the household have separate food storage facilities, such as separate refrigerators.

"Sober living home" means a group home for persons who are recovering from a drug and/or alcohol addiction and who are considered disabled under state or federal law. Sober living homes shall not include the following: (1) residential care facilities; (2) any sober living home that operates as a single housekeeping unit.

4.35.020 Zoning requirements.

In addition to the requirements of this article, all group homes subject to this article shall comply with the requirements set forth in Chapter 21.29 of Title 21 of this Code.

4.35.025 Operator's permit required.

It is unlawful for any person to operate, or to permit any person to operate, a group home on any property located within the GH, R2, R3, and R4 zone, without a valid permit issued for that group home pursuant to the provisions of this article.

4.35.030 Exceptions.

The requirements of this article shall not apply to:

(a) A group home that has six (6) or fewer occupants, not counting a house manager, and that is in compliance with the applicable provisions of Chapter 21.29; or

(b) A state licensed alcoholism or drug abuse recovery or treatment facility; or

(c) A state licensed residential care facility.

4.35.035 Requirements for issuance of operator's permit.

(a) The owner/operator shall submit an application to the director of the Planning Department, or his or her designee that provides the following information:

(1) The name, address, phone number and driver's license number of the owner/operator;

(2) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

i. Every general partner of the partnership;

ii. Every owner with a controlling interest in the corporation; and

iii. The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder.

(3) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(4) The name, address, phone number and driver's license number of the house manager;

(5) A copy of the group home rules and regulations;

(6) Written intake procedures;

(7) The relapse policy;

(8) An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

(9) Blank copies of all forms that all residents and potential residents are required to complete; and

(10) A fee for the cost of processing of the application as set by resolution of the city council.

(b) Requirements for operation of group homes.

(1) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a twenty-four (24) hour basis and who are responsible for the day-to-day operation of the group home.

(2) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles. Residents and the house manager may each only store or park a single vehicle at the dwelling unit or on any street within five hundred (500) feet of the dwelling unit. The vehicle must be operable and currently used as a primary form of transportation for a resident of the group home.

(3) Occupants must not require, and operators must not provide, "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(4) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility.

(5) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(6) At least forty-eight (48) hours prior to eviction from or involuntary termination of residency in a group home, the operator thereof shall:

i. Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

ii. Contact the Orange County Health Care Agency OC Links Referral Line or other entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

iii. Notify the Fountain Valley Police Department that an occupant is no longer a resident at the home, determine the services available therefrom; and

iv. Provide the information obtained from paragraphs ii and iii of this subsection (b)(6) and any other treatment provider or service to the occupant prior to his or her release on a form provided by the city and obtain the occupant's signed acknowledgement thereon;

v. Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the city as part of the conditional use permit for that facility, the operator shall comply with paragraphs i though iv of this subsection (b)(6) as soon as possible.

(7) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

i. Make available to the occupant transportation to the address listed on the occupant's driver license, state issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

ii. Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(8) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (a)(6) and (a)(7) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(7) by providing remuneration to the occupant for the cost of transportation.

(9) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(10) The property must be in full compliance with all building codes, municipal code and zoning.

(11) In addition to the regulations outlined above, the following shall also apply to sober living homes:

i. All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

ii. The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least ninety (90) days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

iii. The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

iv. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

v. The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

vi. The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(c) An applicant may seek relief from the strict application of this section by submitting an application to the director of the Planning Department setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Section 21.08.060 of Chapter 21.08 of Title 21 of this Code.

(d) The operator's permit shall be issued by the director of the Planning Department if the applicant is in compliance, or, where applicable, has agreed to comply, with the requirements of subsections (a) and (b) above.

(e) In addition to denying an application for failing to comply, or failing to agree to comply, with subsections (a) and/or (b) of this section, an operator's permit shall also be denied, and if already issued shall be revoked upon a hearing by the director of the Planning Department, under any of the following circumstances:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information.

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; or selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven (7) to ten (10) years, to any of the following offenses:

i. Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last ten (10) years);

ii. Arson offenses—Violations of Penal Code Sections 451—455 (last seven (7) years); or

iii. Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last ten (10) years).

iv. The unlawful sale or furnishing of any controlled substances (last seven (7) years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled or handicapped as defined by the FHAA and FEHA.

(6) An operator's permit for a sober living home shall also be denied, and if already issued shall be revoked upon a hearing by the director of the Planning Department, under any of the following additional circumstances:

i. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

ii. For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations.

4.35.040 Transfer of operator's permit.

(a) An operator's permit shall not be valid for a location other than the property for which it is issued, unless and until the transfer of the permit is approved by the Community Development Director pursuant to the requirements of section 4.35.035.

(b) An operator's permit may not be transferred to any other person or entity. No operator's permit issued pursuant to this article shall be transferred or assigned or authorize any person or entity other than the person or entity named in the permit to operate the group home named therein.

4.35.045 Revocation of operator's permit.

An operator's permit may be revoked upon a hearing by the Community Development Director pursuant to section 4.35.035 for failing to comply with the terms of the permit and/or for failing to comply with the applicable provisions of section 4.35.035.

4.35.050. Reapplication after denial or revocation.

(a) An applicant for an operator's permit whose application for such an operator's permit has been denied may not reapply for such an operator's permit for a period of six months from the date such notice of denial was issued.

(b) A holder of an operator's permit that has been cancelled, revoked, or otherwise invalidated may not reapply for an operator's or a user's permit for a period of six months from the date that such revocation, cancellation, or invalidation became final.

4.35.055 Compliance.

A group home that is subject to the provisions of this Chapter that is in existence as of the effective date of this ordinance shall have one hundred twenty (120) days to comply with the provisions of this Chapter.

Section 2:

Fountain Valley Municipal Code Chapter 21.29 Group Homes is hereby added to read as follows:

21.29.010 Purpose.

This chapter is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Fountain Valley Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for persons with disabilities that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for persons with disabilities and for recovering addicts to be successful in their programs.

21.29.020 Definitions

The definitions in Chapter 4.35 shall apply to this Chapter. To the extent those definitions conflict with any other provision in the Municipal Code, the definitions in Chapter 4.35 shall control for purposes of this Chapter.

21.29.030 Special use permit required for R1 zone.

(a) A group home that may otherwise be considered an unpermitted use may locate in an R1 zone with a special use permit provided:

(1) An application for a group home is submitted to the Community Development Director, or his or her designee, by the owner/operator of the group home. The application shall provide the following:

i. The name, address, phone number and driver's license number of the owner/operator;

ii. If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

a. Every general partner of the partnership,

b. Every owner with a controlling interest in the corporation,

c. The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

iii. The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

iv. The name, address, phone number and driver's license number of the house manager;

v. A copy of the group home rules and regulations;

vi. Written intake procedures;

vii. The relapse policy;

viii. An affirmation by the owner/operator that only residents (other than the house manager) who are disabled as defined by state and federal law shall reside at the group home;

ix. Blank copies of all forms that all residents and potential residents are required to complete; and

x. A fee for the cost of processing of the application as set by resolution of the city council.

(b) No person shall open a group home or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six (6) or fewer occupants, not counting a house manager, but in no event shall have more than seven (7) occupants. If the dwelling unit has an accessory dwelling unit (ADU), occupants of both units will be combined to determine whether or not the limit of six (6) occupants has been exceeded.

(3) The group home shall not be located in an ADU unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a twenty-four hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles. Residents and the house manager may each only store or park a single vehicle at the dwelling unit or on any street within five hundred feet of the dwelling unit. The vehicle must be operable and currently used as a primary form of transportation for a resident of the group home.

(6) Occupants must not require, and operators must not provide, “care and supervision” as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility.

(8) If the group home operator is not the property owner, the application must include written approval from the property owner to operate a group home at the property.

(9) The property must be in full compliance with all building codes, municipal codes, and zoning.

(10) At least forty-eight hours prior to an occupant’s eviction from or involuntary termination of residency in a group home, the operator thereof shall:

i. Notify the person designated as the occupant’s emergency contact or contact of record that the occupant will no longer be a resident at the home;

ii. Contact the Orange County Health Care Agency OC Links Referral Line and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

iii. Notify the Fountain Valley Police Department that an occupant is no longer a resident at the home, and determine the services available therefrom;

iv. Provide the information obtained from paragraphs ii and iii of this subsection (a)(10) and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant’s signed acknowledgement thereon;

v. Provided, however, that if the occupant’s behavior results in immediate termination of residency pursuant to rules approved by the City of Fountain Valley as part of the special use permit for that facility, the operator shall comply with paragraphs i through iv of this subsection (a)(10) as soon as possible.

(11) Prior to an occupant’s eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

i. Make available to the occupant transportation to the address listed on the occupant’s driver license, state-issued identification card, or the permanent address identified in the occupant’s application or referral to the group home;

ii. Provided, however, that should the occupant decline transportation to his or her permanent address, or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from, or involuntary termination of, residency of an occupant that document compliance with subsections (a)(10) and (a)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing, and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

i. The sober living home is not located within six hundred fifty (650) feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility.

ii. All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

iii. The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home, or by any recovering addict, either on or off site. The sober living home must also have a written policy regarding the possession, use, and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least ninety days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

iv. The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

v. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

vi. The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane, or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

vii. The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(15) An applicant may seek relief from the strict application of this section by submitting an application to the Community Development Director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Section 21.08.060 of Chapter 21.08 of Title 21 of this Code.

(b) The special use permit shall be issued by the Community Development Director as a ministerial matter if the applicant is in compliance, or has agreed to comply, with subsections (a)(1) through (a)(14) of this section. At least ten (10) days prior to issuing a special use permit, the Community Development Director, or his or her designee, shall cause written notice to be mailed to the owner of record and occupants of all properties within five hundred feet of the location of the group home. Prior to issuance of the special use permit, the Community Development Director, or his or her designee, shall hold a public hearing for the purpose of receiving information regarding compliance with the applicable provisions of subsections (a) and (b) of this section. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be denied or revoked upon a hearing, by the Community Development Director that any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two (2) years because of physical assault, sexual harassment, embezzlement or theft; failing a drug test; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven (7) to ten (10) years, to any of the following offenses:

i. Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last ten (10) years);

ii. Arson offenses—Violations of Penal Code Sections 451—455 (last seven (7) years); or

iii. Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last ten (10) years).

iv. The unlawful sale or furnishing of any controlled substances (last seven (7) years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, shall be revoked, and any transfer shall be denied or revoked, upon a hearing by the Community Development Director, or his or her designee, that any of the following circumstances exist:

i. Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

ii. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

iii. The sober living home, as measured by the closest property lines, is located within six hundred fifty feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within six hundred fifty feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (a)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to Section 21.08.060.

21.29.035 Compliance for group homes in R1 Zone.

(a) Existing group homes in the R1 zone must apply for a special use permit within ninety (90) days of the effective date of this chapter.

(b) Group homes that are in existence upon the effective date of this chapter shall have one (1) year from the effective date of this chapter to comply with its provisions, provided that, any existing group home serving more than six (6) residents, must first comply with the six-resident maximum.

(c) Existing group homes obligated by a written lease exceeding one (1) year from the effective date of this chapter, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one (1) additional years grace period pursuant to approval of the Community Development Director or his or her designee.

21.29.040 Group homes in the GH, R2, R3 and R4 residential zones with six (6) or fewer occupants.

(a) A special use permit shall be required for the operation of a group home, including a sober living home, with six (6) or fewer occupants in the GH, R2, R3 and R4 zones subject to the following requirements:

(1) The application for, and operation of, the group home complies with subsections (a)(1), (a)(2) and (a)(4) through (a)(14) of section 21.29.030.

(2) The application includes a live scan of the house manager and/or operator of the group home.

(3) The group home or sober living home is at least six hundred fifty (650) feet from any other property, as defined in section 4.35.010, that contains a group home, sober living home or state-licensed drug and alcohol treatment facility, as measured from the property line.

(b) The Community Development Director may issue, revoke, or deny a special use permit for a group home, including a sober living home subject to this chapter, pursuant to the procedures and requirements of section 21.29.030.

(c) An applicant may seek relief from the strict application of this section by submitting an application to the Planning Commission setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to section 21.08.060.

21.29.050. Conditional use permit required for group homes, residential care facilities and drug and alcohol treatment facilities in the GH, R2, R3, and R4 zones with seven (7) or more occupants.

A conditional use permit shall be required for the operation of a group home, state-licensed residential care facility or state-licensed drug and alcohol treatment facility with seven (7) or more occupants in the GH, R2, R3, and R4 zones subject to the following conditions:

(a) The requirements of Chapter 21.36, Conditional Use Permits, of this title have been met, including but not limited to the findings required by section 21.36.050.

(b) The group home, residential care facility or state-licensed drug and alcohol treatment facility is at least six-hundred fifty feet from any property, as defined in section 13-321, that contains a group home, sober living home or state-licensed drug and alcohol treatment facility, as measured from the property line, unless the reviewing authority determines that such location will not result in an over-concentration of similar uses.

(c) The applicant obtains an operator's permit as required by 4.35.025 except that this requirement shall not apply to any state-licensed residential care facility or state licensed drug and alcohol treatment facility.

21.29.060 Compliance

(a) Group homes in the GH, R2, R3, and R4 zones with six (6) or fewer occupants that are in existence upon the effective date of this section may continue to operate subject to the following:

(1) A complete application for a special use permit is filed within 90 days of the effective date of this chapter; and

(2) The group home is in full compliance with all of the conditions of this chapter within one (1) year of its effective date. Notwithstanding the foregoing, existing group homes obligated by a written lease exceeding one (1) year from the effective date of the chapter, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year grace period pursuant to approval from the Community Development Director or his or her designee.

(b) Group homes, state licensed residential care facilities and state licensed drug and alcohol treatment facilities in the GH, R2, R3, and R4 with seven (7) or more occupants that are in existence upon the effective date of this chapter may continue to operate subject to the following:

(1) The operator of a group home obtains an operator's permit pursuant to Chapter 4.35 within one hundred twenty days from the effective date of this chapter; and

(2) The group home, state licensed residential care facility and/or state licensed drug and alcohol treatment facility is in full compliance with all conditions of this chapter, including obtaining a conditional use permit, within one (1) year from the effective date of this chapter. Notwithstanding the foregoing, an existing group home, state licensed residential care facility and/or state licensed drug and alcohol treatment facility obligated by a written lease exceeding one (1) year from the effective date of the chapter, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one additional year grace period pursuant to approval from the Community Development Director or his or her designee.

Section 3:

Fountain Valley Municipal Code Section 21.08.030 Residential zoning district land uses and permit requirements is hereby amended to read as follows:

Table 2-2 identifies the uses of land allowed by this title in each residential zoning district, and the land use permit required to establish each use, in compliance with Section 21.06.030 (Allowable land uses and permit requirements) of this title.

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this title may also apply.

TABLE 2-2
PERMIT REQUIRED BY DISTRICT

Allowed Uses and Permit Requirements for Residential Zoning Districts			P Permitted Use CUP Conditional Use Permit Required SUP Special Use Permit Required — Use Not Allowed			
LAND USE (1)	**R1**	**GH**	**R2**	**R3**	**R4**	**Specific Use Regulations**
RECREATION, EDUCATION, PUBLIC ASSEMBLY USES						
Private residential recreational facilities	CUP	CUP	CUP	CUP	CUP	
Assembly uses	CUP	CUP	CUP	CUP	CUP	
Schools - private	CUP	CUP	CUP	CUP	CUP	
RESIDENTIAL USES						
Accessory dwelling units	P	P	P	P	P	21.08.055
Affordable housing	P	P	P	P	P	

Allowed Uses and Permit Requirements for Residential Zoning Districts						
			P Permitted Use CUP Conditional Use Permit Required SUP Special Use Permit Required — Use Not Allowed			
LAND USE (1)	**R1**	**GH**	**R2**	**R3**	**R4**	**Specific Use Regulations**
Cottage food operations	P	P	P	P	P	21.42.065
Duplexes	—	P	P	P	P	
Home businesses	P	P	P	P	P	
Mobile home parks	—	—	—	CUP	CUP	
Multi-family dwellings	—	—	CUP	CUP	CUP	
Group Home (3) 6 or less residents	SUP	SUP	SUP	SUP	SUP	21.29.030 & 21.29.040
Group Home 7 (3)(4) or more	—	CUP	CUP	CUP	CUP	
Residential accessory uses and structures	P	P	P	P	P	
Residential care home - large	CUP	CUP	CUP	CUP	CUP	
Residential care home - small	P	P	P	P	P	
Single-family dwellings	P	CUP	P	—	—	
Supportive housing	P	P	P	P	P	
Transitional housing	P	P	P	P	P	
SERVICES						
~~Adult day care - large~~	~~(2)~~	~~(2)~~	~~(2)~~	~~(2)~~	~~(2)~~	~~21.30.020~~
Adult day care - small	P	P	P	P	P	21.30.020
Day care - large family day care homes	P ~~(2)~~	P ~~(2)~~	P ~~(2)~~	P ~~(2)~~	P ~~(2)~~	21.30.020
Day care - small family day care homes	P	P	P	P	P	21.30.020
Child day care centers	CUP	CUP	CUP	CUP	CUP	21.30.020
Wireless telecommunications facilities (2)	Administrative wireless facilities permit (2)	—	—	—	—	21.28

Notes:

(1) See Chapter 21.90 for land use definitions. See Section 21.02.020 regarding uses not listed.

(2) Wireless telecommunication facilities are only allowed on church properties in the R1 zone subject to the requirements of Chapter 21.28. Wireless telecommunications

facilities may also be permitted by a conditional use when the planning/building director determines that the project's complexity or the public interest warrants the referral.

(3) Definition of group home in 4.35.010.

(4) Per Chapter 4.35 "Group Homes" an Operator's Permit is also required

Section 3:

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

Section 4:

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at a regular meeting this ____ day of _____, 2023.

ATTEST:

_____
Rick Miller, City Clerk

_____
Patrick Harper, Mayor

Approved as to Form:
HARPER & BURNS LLP

_____
Alexandra Halfman
Attorneys for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT**:** Well No. 11 – General Pump Company, Inc. Contract Award & Amendment No. 1 to Richard C. Slade & Associates, LLC CON 21-14

1. Accept the bid and award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project;
2. Accept the Richard C. Slade & Associates LLC Proposal in the amount of $73,999; and;
3. Approve Amendment No. 1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☒ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☒ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

The City of Fountain Valley owns and operates six (6) groundwater wells throughout the City. Water production from groundwater wells is the least expensive water resource that the City can deliver to the residents of Fountain Valley. Water wells, like other distribution system assets, require regular and diligent maintenance and rehabilitation to ensure reliability and efficient operation to maximize water production, as such, a hydrogeological expert that specializes in well work is necessary to assess the condition of each well and provide the best rehabilitation method for each of the unique well issues.

On August 10, 2023, through a competitive bidding process, the City solicited to all three (3) contractors from the City Council approved on-call contractor list, and received proposals from one (1) of the three (3) qualified contractors. On August 24, 2023, the City received one (1) bid for Project No. 24029, Well No. 11 Rehabilitation Project. The responsive bidder, General Pump Company, Inc. submitted a bid in the amount of $592,730 in accordance with City requirements and purchasing policies. City staff has confirmed the bid to be fair in value as the bid was within 10% of the estimate for the cost of construction.

Richard C. Slade & Associates LLC (RCS), the City Council approved on-call consultant for Hydrogeologist/Well Rehab services, has submitted a proposal in the amount of $73,999. This proposal includes field inspection services, preparation of a final well rehabilitation report as well as the Drinking Water Source Assessment and Protection (DWSAP) document, in accordance with the Division of Drinking Water requirements for well permitting. The State Water Resources Control Board (SWRCB) requires the DWSAP document after well rehabilitation is completed.

Staff is recommending that City Council:

1. Accept the bid and award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project;
2. Accept the Richard C. Slade & Associates LLC Proposal in the amount of $73,999; and;
3. Approve Amendment No. 1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

DISCUSSION:

The City of Fountain Valley owns and operates six (6) groundwater wells located throughout the City. Water production from groundwater wells is the least expensive resource for water that the City delivers to the residents of Fountain Valley. Water wells, like other distribution system assets, require periodic maintenance and rehabilitation. Continually maintaining equipment and facilities helps to ensure and maximize the production from these wells. Groundwater production from the wells has been declining. Although the overall groundwater level has declined due to drought conditions, rehabilitation of these wells will help to recover a portion, if not all, of the groundwater production loss.

Well No. 11 was drilled in 1987 to a depth of 1,027 feet and was last fully rehabilitated in 1994. In 2019, the pump was pulled to perform a video inspection, to determine the specific rehabilitation needs of this well. When the pump was pulled, it was found that the pump strainer separated and sections were missing. The well video inspection found an unknown blockage at 280 feet down. Utilizing specialized tools, the blockage was removed and was determined to be pieces of the strainer along with well-level-sounding transducer leads. The well was again videoed and another blockage was found at 669 feet down. Similar attempts to remove this blockage by two separate contractors proved unsuccessful. The well is currently shut down and inoperable.

On February 4, 2022, the City issued a Request for Qualifications (RFQ) for qualified and experienced contractors, per the City's Municipal Code and Purchasing Policy (FVMC chapter 2.30.020) to provide as-needed and emergency on-call maintenance, repair and rehabilitation services for the City's water wells, pumps and electric motors. This request for qualifications requires contractors possess a valid Class A – General Engineering license and a Class C-57 – Well Drilling license, as well as a minimum of 5 years in business performing maintenance, repair, and rehabilitation services similar to the scope of work. Projects may include, and are not limited to the following:

- the repair, removal, installation, rehabilitation, and replacement of pumps, pump bowls, impellers, pump shafts, and bearings, stuffing box and packing, motors, well columns, well casings, discharge heads, suction pipes, base plates, lube assembly, level transmitters, etc.;
- electric motor maintenance and repair;
- well rehabilitation, cleaning, and disinfection; and
- the furnishing of parts and labor in conjunction with such work.

The selected contractor(s) shall provide water well, pump and motor maintenance, repair and rehabilitation services on an as-needed and on-call basis in accordance with the terms of the Contract and the General and Special Provisions. The Contract will have an initial term of three (3) years, with the option for one (1) two-year extension.

On March 8, 2022, the City received three (3) qualifications proposals from qualified contractors for as-needed water well, pump and motor maintenance, repair and rehabilitation services. The three (3) companies that submitted qualifications to the City are:

1. General Pump Company, Inc.
2. Layne Christensen Company
3. Weber Water Resources CA, LLC.

On May 3, 2022, City Council awarded contracts to all three (3) qualified contractors for the on-call list for as-needed water well, pump and motor maintenance, repair, and rehabilitation services based on the total combined score and their areas of expertise. The three (3) contractors selected have completed similar work at other Orange County municipalities and have proven to be reliable and reputable contractors.

The City reserves the right to cancel any of these contracts for any reason, put them on hold, or move on to a different contractor. Executing an on-call contract with the City does not guarantee that a contractor will receive work during the on-call period. It is the intent of the Public Works Department to distribute the work amongst the firms and award specific projects to firms that are most suited and available to complete the specific type of work.

On August 10, 2023, through a competitive bidding process, the City solicited to all three (3) contractors, from the City Council approved on-call contractor list, and received proposals from one (1) of the three (3) qualified contractors. On August 24, 2023, the City received one (1) bid for Project No. 24029, Well No. 11 Rehabilitation Project. The responsive bidder, General Pump Company, Inc. submitted a bid in the amount of $592,730 in accordance with City requirements and purchasing policies. City staff has confirmed the bid to be fair value as the bid was less than 10% more than the engineer's estimate. The Fiscal Year 2023-24 project budget for the Well No. 11 Rehabilitation Project (Project) is $1,000,000. Project No. 24029, Well No. 11 Rehabilitation will be funded entirely through the FY 2023-24 Water Enterprise Fund (Fund 500).

A review of the bid documents from the sole bidder, General Pump Company, Inc., indicated that their bid was responsive, within the City requirements and specifications, and indicated

that they have successfully completed similar projects in Orange, Riverside, Los Angeles and San Bernardino Counties. They have also successfully completed similar projects for the City of Fountain Valley in the past, where they have proven to be a reliable contractor.

The bid from General Pump Company, Inc. is within budget and appears to be indicative of the current market for this type of work.

On February 25, 2021, the City received six (6) proposals in response to the Hydrogeological/Well Rehabilitation Consultant Services Request for Proposal (RFP) 21-001. After carefully evaluating the written proposals and factoring in the cost proposals, on April 20, 2021, staff recommended the award of the Hydrogeological/Well Rehabilitation Consultant Services contract to Richard C Slade & Associates LLC (RCS), and City Council awarded this contract to RCS. The Fiscal Year 2023-2024 project budget for hydrogeology/well rehabilitation consultant services is $150,000.

Since City Council award of the Hydrogeological/Well Rehabilitation Consultant Services contract to Richard C. Slade & Associates LLC, RCS prepared a separate Summary of Well Rehabilitation Operations report for each of the six wells to help document the rehabilitation operations. Each report describes rehabilitation operations and summarizes RCS's observations regarding rehabilitation work. In addition, RCS has provided the City with hydrogeological services upon request of City Staff, on an as-needed basis. Moreover, Richard C. Slade & Associates LLC has been preparing a set of Technical Specifications for the rehabilitation of Well No. 11 and provided bidding support services.

Richard C. Slade & Associates LLC has submitted a proposal for $73,999, which includes the following tasks: field inspection services and geologists will be available to provide field observation of contractor activities at Well No. 11 in order to assist with the documentation that the contractor performed the work in general compliance with the Workplan/Technical Specifications. In addition, RCS will prepare a summary of well rehabilitation report as well as the Drinking Water Source Assessment and Protection (DWSAP) document for Well No. 11 in accordance with the Division of Drinking Water requirements for well permitting. The State Water Resources Control Board (SWRCB) requires the DWSAP as it is possible that the pumping characteristic may change at Well No. 11 after rehabilitation is completed.

FISCAL REVIEW:
The budget for Project No. 24029, Well No. 11 Rehabilitation Project is $1,000,000, which is to-be funded entirely through the FY 2023-2024 Water Enterprise Fund (Fund 500).

PROJECT COSTS WELL No. 11 (Project No. 24029)	
Specification Preparation	$15,510
General Pump Company, Inc. Construction Contract	$592,730
Construction Contingency (20%)	$118,546
Construction Inspection, Well Rehab. Report, DWSAP Report (Richard C. Slade & Associates, LLC)	$73,999
Staff Costs for Construction Management and Admin.	$30,000
Total Anticipated Rehabilitation Costs	**$830,785**

Total Project Budget	**$1,000,000**

Note that, as in all of the City's public works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a public works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay damages that could be incurred when a contractor must stop work and wait for authorization to proceed. Due to the unforeseeable nature of well rehabilitation work and a time-sensitive schedule, staff recommends that Council authorize the Public Works Director to have change order authority up to 20% ($118,546) during the construction of this project only.

General Pump Company, Inc. On-Call CON 22-24	
Description	**Original Amount**
Original On-Call Contract Amount *	**$2,000,000.00**
Well No. 10 Rehabilitation**	$384,290.00
Well No. 10 Contingency**	$100,000.00
Well No. 9 Headshaft Replacement +	$26,069.33
Well No. 12 Desander Repair ++	$20,697.84
Well No. 11 Rehabilitation	$592,730.00
Well No. 11 Contingency	$118,546.00
Remaining On-Call Contract Amount	**$757,666.83**

*Approved by City Council on May 3, 2022
** Approved by City Council on August 23, 2022
+ Finance generated Purchase Order on October 11, 2022
++ Finance generated Purchase Order on March 23, 2023

Richard C. Slade & Associates CON 21-14 *	
Description	**Original Amount**
Purchase Order No. 21-0223 **	**$150,000.00**
Liquidated Amount on Purchase Order No. 21-0223	($21,532.85)
Purchase Order No. 22-0081 ***	$128,467.15
Liquidated Amount on Purchase Order No. 22-0081	($12,159.58)
Purchase Order No. 00230236 ****	$106,520.89
Liquidated Amount on Purchase Order No. 00230236	($64,391.70)
Purchase Order No. 00240034 *****	$21,500.00
Encumbered Amount on Purchase Order No. 00240034	($21,500.00)
Remaining Contract Amount	**$30,415.87**

*Approved by City Council on April 20, 2021 and expires June 30, 2024
**Issued by Finance on May 6, 2021
***Issued by Finance on August 19, 2021
****Issued by Finance on March 14, 2023 for Well 10 Bid Support
*****Issued by Finance on August 2, 2023 for Fire Station Well Feasibility Study not initially anticipated/budgeted during initial RFP

Richard C. Slade & Associates CON 21-14	
Description	**Original Amount**
Remaining Contract Amount	**$30,415.87**
Amendment No. 1 to CON 21-14	$43,583.13
Total Proposal Amount	**$73,999.00**

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney for the City has reviewed and approved the contract with General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project.

The Attorney for the City has also reviewed and approved Amendment No. 1 to Richard C. Slade & Associates, LLC CON 21-14.

ALTERNATIVES:

Alternative No. 1:
1. Accept the bid and award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project;
2. Accept the Richard C. Slade & Associates LLC Proposal in the amount of $73,999; and;
3. Approve Amendment No. 1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

This is the recommended action in order to bring Well No. 11 back into service and to sustain well production from this well.

Alternative No. 2:

1. Do not accept the bid and do not award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation project;
2. Do not accept the Richard C. Slade & Associates LLC proposal in the amount of $73,999; and;
3. Do not approve Amendment No.1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

This action is not a viable alternative as General Pump Company, Inc. is a reputable contractor that has completed similar jobs, not only throughout southern California, but also in Fountain Valley. Moving forward with this project will bring Well No. 11 back into service and additionally help to prevent further degradation of the pumping capacity in the well. If not performed now,

it will potentially cost considerably more in the future and may compromise the ability to provide the necessary fire flow and domestic consumer demands to the community.

RECOMMENDATIONS:

City staff recommends City Council to approve Alternative No. 1, which is to accept the bid and award a construction contract in the amount of $592,730 to General Pump Company, Inc. for Project No. 24029, Well No. 11 Rehabilitation Project; accept the Richard C. Slade & Associates LLC proposal in the amount of $73,999; and approve Amendment No. 1 to the Richard C. Slade & Associates LLC CON 21-14 in the amount of $43,583.13.

Prepared by:	Terri Phan, Management Aide
Reviewed by:	Kyle Hilton, Associate Engineer
Approved by:	Mark Sprague, Field Services Manager
Approved by:	Scott Smith, Director of Public Works
Fiscal review by:	Ryan Smith, Finance Director / City Treasurer
Approved by:	Maggie Le, City Manager

Attachment 1: General Pump Company, Inc. Contract
Attachment 2: Richard C. Slade & Associates LLC CON 21-14
Attachment 3: Amendment No. 1 to Richard C. Slade & Associates LLC CON 21-14

CONTRACT
CON-___-___

This AGREEMENT is made and entered into this 19th day of September, 2023, by and between the **CITY OF FOUNTAIN VALLEY**, hereinafter referred to as "CITY," and General Pump Company, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCOPE OF THE WORK AND CONTRACT SUM

1. Scope of the Work. CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to construct **Project No. 24029, Well No. 11 Rehabilitation Project** (hereafter referred to as "PROJECT").

2. Labor and Materials. All of said work to be performed and materials to be furnished shall be in strict accordance with the plans and specifications entitled **Project No. 24029, Well No. 11 Rehabilitation Project** and CONTRACTOR agrees to do everything required by this AGREEMENT, the plans and specifications, and the CONTRACT DOCUMENTS.

All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. Contract Sum. CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of five hundred ninety-two thousand seven hundred thirty & 00/100 dollars ($592,730.00).

NOTICE TO PROCEED AND TIMING

4. Notice to Proceed. No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a "Notice to Proceed" has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. Time of Completion. CONTRACTOR agrees to commence the work to be performed under this AGREEMENT on the start of construction date specified in the "Notice To Proceed" and to diligently prosecute the work to completion by the completion date specified in the Notice to Proceed, which the parties agree is **NINETY (90) WORKING DAYS**.

6. Time of the Essence. Time is of the essence of this AGREEMENT.

7. Liquidated Damages/Additional Actual Damages. It is agreed by the parties hereto that in case the total work called for hereunder in all parts and requirements is not finished or completed within the number of working days as set forth herein, damage will be sustained by the CITY, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore agreed the CONTRACTOR will pay to the CITY the sum of **ONE THOUSAND**

and 00/100 Dollars ($1,000) per calendar day for each and every day of delay in finishing the work in excess of the number of days prescribed in Section 5, and the CONTRACTOR agrees to pay said liquidated damages herein provided for and further agrees that the CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR hereunder. Liquidated damages shall be a measurement of the sum to compensate the public for inconvenience from not having the work completed on time and the cost of CITY staff to monitor the job beyond the completion date. CITY shall further be entitled to recover its additional actual damages incurred which shall be supplemental to the liquidated damages.

Provided strict compliance with Section 22 below is effected, the CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named herein due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, and unsuitable weather, or delays of subcontractors due to such causes.

JOB PROGRESS AND COOPERATION

8. Job Progress. CONTRACTOR agrees to maintain a realistic critical path analysis throughout the project. CONTRACTOR agrees to meet with CITY's PROJECT MANAGER or designee on a weekly or other periodic basis, or as requested by CITY to review job progress. PROJECT MANAGER for purposes of this AGREEMENT shall be the Director of Public Works or such designee as has been given the authority for this project in a written designation. CONTRACTOR agrees to provide CITY with critical path analysis documentation whenever job progress is impacted so that the completion date may be affected or whenever delays or other impacts may give rise to CONTRACTOR's claim for additional days or additional damages. Delay and other claims of damages based on CONTRACTOR's planned early completion are prohibited.

9. Cooperation. CONTRACTOR agrees to cooperate with CITY's PROJECT MANAGER or designee and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR's strict compliance with Section 22 if additional time or money is sought.

10. CONTRACTOR'S Independent Investigation.

(a) No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time except as provided in Section 22 of this AGREEMENT.

(b) Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent "conditions indicated" as being in existence and are provided for the convenience of the parties in making their own investigation.

PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS

11. Compliance with the Davis-Bacon Act. This provision does not apply to this AGREEMENT.

12. Public Work/DIR Registration. Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. CONTACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

13. Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONTRACTOR shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

14. Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Electronic certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. THE CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUB-CONTRACTOR'S PAYROLL RECORDS. Additionally, CONTRACTOR or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776 subdivision (a) of the Labor Code. In the event that CONTRACTOR or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT.

15. Penalty. CONTRACTOR and any subcontractor under CONTRACTOR shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any subcontractor under CONTRACTOR) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONTRACTOR or subcontractor, in accordance with Section 1775 of the Labor Code of the State of California.

16. Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.

17. Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any sums owed pursuant to this AGREEMENT.

PROGRESS PAYMENTS AND RETENTION

18. Progress Payments. Pursuant to Public Contract Code Section 7201, prior to the fifteenth (15th) day of the month next following the commencement of the work, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY and thereafter prior to the fifteenth (15th) day of each successive month as the work progresses. CONTRACTOR shall be paid such sum as will bring the payments up each month to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY, less all previous payments and authorized deductions, provided that CONTRACTOR submits his request for payment prior to the last Wednesday of each preceding month. Pursuant to Public Contract Code 7107, CITY shall make the final payment, if unencumbered, or any part thereof unencumbered, within sixty (60) days after the date of completion. Notwithstanding the foregoing, CONTRACTOR shall provide CITY with all documentation required by this AGREEMENT, including the Final Closeout Agreement and Release of All Claims, as well as any other documents required by the CONTRACT DOCUMENTS, such as as-builts, red-line plans, manufacturers and specific guarantees, and owner's manuals prior to receiving final payment. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Director of Public Works, stating that the work for which payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the certificate is due under the terms of the AGREEMENT. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work. Nothing herein shall limit CITY's right to withhold one hundred fifty percent (150%) of disputed amounts in the event of a good faith dispute.

19. Prompt Payments. CITY agrees to promptly make progress payments on undisputed and properly submitted payment requests within thirty (30) days and to comply with the provisions of Public Contract Code Section 20104.50.

20. Retention Securities. Pursuant to California Public Contract Code Section 22300, CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the AGREEMENT.

21. Federal Participation. This provision does not apply to this AGREEMENT. If this project had involved federal funds, other provisions would be incorporated into this AGREEMENT. If those provisions had applied, the Davis-Bacon Act would govern the payment of prevailing wages.

CHANGE ORDERS / EXTRA TIME / EXTRA WORK

22. Request for Extra Time or Additional Compensation. The following provisions must be strictly complied with to obtain additional time to complete the job or to obtain additional compensation:

(a) Request for Change Order – Additional Time. The CONTRACTOR shall promptly notify the CITY of any delay and shall within ten (10) days from the beginning of any such delay notify the CITY in writing of the cause of the delay, and the CITY shall extend the time for completing the work if in its judgment the cause so merits. The CITY's determination on this matter shall be final and conclusive on the parties hereto. CONTRACTOR shall be required to submit a Request for Change Order, as set forth in this AGREEMENT, to the CITY's PROJECT MANAGER within ten (10) days of the beginning of such delay. No adjustment shall be allowed for such delay unless there is strict compliance with this contractual provision. CONTRACTOR's remedy shall be limited to the extra days granted and to any damages that it may be entitled to using the formula agreed to by the parties for all damages as provided in Section 22.

(b) Request for Change Order – Additional Compensation Sought.

(i) Should CONTRACTOR claim that the CITY is demanding extra work from it or consider any work demanded of it to be outside the requirements of this AGREEMENT or if it considers any instruction, ruling, or decision of the PROJECT MANAGER to be unfair, he shall within ten (10) days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the PROJECT MANAGER, stating clearly and in detail his objections and the reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decision of the PROJECT MANAGER.

(ii) Should CONTRACTOR claim that additional compensation is due it because of an unforeseen condition, CONTRACTOR shall bring that to CITY's attention promptly and, within ten (10) days, shall submit a written request for change order to CITY. Except for such claims as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for additional compensation on account of unforeseen conditions.

(c) Request for Change Order – City Form to Be Used. CITY's Request for Change Order form, which is attached hereto as part of this AGREEMENT, shall be the form that must be submitted in a timely fashion for a request for either additional time or additional compensation. By initialing, the CONTRACTOR specifically agrees to use said form for those purposes and understands that, if he does not submit that form in a timely manner, he waives the right to request additional time or compensation. No oral modifications or other forms of communication shall be accepted as compliance with this provision.

Contractor's Initials _____

(d) Change Order. Should CITY agree that a change order is warranted for either additional time or compensation, a written change order shall be executed. If CITY does not agree to the change order, and CONTRACTOR has provided timely notices and submitted its written request for change order in a timely manner, CONTRACTOR will have preserved the issue for later resolution in compliance with other procedures set forth in this AGREEMENT or as the law (including, but not limited to, Public Contract Code 9204) may otherwise require or allow.

(e) Change Order Authority. The following authority is hereby given to make change orders:

(i) Change Orders for Extra Time. The City Manager, Director of Public Works, or PROJECT MANAGER shall have the authority to grant extra days without limit.

(ii) Change Orders for Extra Compensation. The Director of Public Works shall have the authority to make change orders up to an aggregate amount of Ten Percent (10%) of the original contract amount.

23. Damages / Extra Work Compensation. The parties have agreed to modify the formula for damages set forth in the Standard Specifications for Public Works Construction. The parties agree that the following damage formula shall be used to measure all of CONTRACTOR's damages or extra work required by this job. CONTRACTOR shall be limited to the following:

Direct costs	Mark-up
Labor	20%
Materials	15%
Equipment Rental	15%
Subcontracted work	10% (first $5,000)
Subcontracted work	5% (work in excess of first $5,000)
Specialty Subcontracting (required by extra work)	5% (Provided at least three (3) competitive bids are obtained and CONTRACTOR selected the lowest bidder)

Excluded from recovery shall be "Eichleay damages," home office overhead, insurance and bonding costs, lost bonding capacity, lost profits, and lost interest.

CONTRACTOR acknowledges that his recovery for damages or extra work is limited as provided in this Section.

Contractor's Initials _____

SUBCONTRACTING

24. Subcontracting. CONTRACTOR acknowledges that he or she is aware of the provisions of the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR's violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than 10 percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

When a subcontractor fails to prosecute a portion of the work required under this AGREEMENT in a manner satisfactory to the CITY, CONTRACTOR shall remove such subcontractor immediate upon written request of the CITY, and shall request approval of a replacement subcontractor to perform the work in accordance with the Subletting and Subcontracting Fair Practices Act at no added cost to the City.

STOP NOTICES

25. Additional Costs. Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred twenty five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. Said obligation shall be provided for in CONTRACTOR's payment bond. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

COMPLETION

26. CONTRACTOR'S Waiver. CONTRACTOR agrees to execute a Final Close Out Agreement and Release of All Claims on CITY's form. The execution by CONTRACTOR of the Final Close Out Agreement and Release of All Claims shall constitute a waiver of all claims against CITY under or arising out of this AGREEMENT unless otherwise stated in said document.

27. Guarantees. CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the CITY and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the CITY, ordinary wear and tear and usual abuse or

neglect excepted. In the event of failure to comply with the aforementioned conditions within five (5) days after being notified in writing, the CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of the CONTRACTOR, who shall pay the cost and charges therefor immediately on demand. This guarantee shall be in addition to any manufacturer or specific guarantees that may be required. CONTRACTOR shall provide those manufacturer and specific guarantees before CONTRACTOR may claim entitlement to final payment.

INDEMNIFICATION

28. Indemnity. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels' fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the sole or active negligence or willful misconduct of CITY, provided such sole or active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been solely or actively negligent or committed willful misconduct, and where CITY's sole or active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the sole or active negligence or willful misconduct of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. To the fullest extent permitted by law, CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

29. Insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, 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 CITY.

General liability insurance. CONTRACTOR 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 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

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 the CONTRACTOR 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 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the PROJECT site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after PROJECT completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or

suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance as specified below.

The named insureds shall be CONTRACTOR, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and CITY and its officers, officials, employees, and agents. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the PROJECT; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits.

Proof of insurance. CONTRACTOR 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 AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR 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.

Notice of cancellation. CONTRACTOR 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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONTRACTOR shall give CITY 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.

Additional 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 Work.

30. <u>Workers' Compensation</u>.

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the

State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

> "I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this AGREEMENT."

ii. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

31. Bonds. Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the Project, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as, when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

Duration. The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning and indemnity obligations.

Surety. At the time the AGREEMENT is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A-: VI.

Premiums. The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

Obligee. The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the Subcontractors shall name the CONTRACTOR and the CITY as dual obligees.

No exoneration. Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or

exonerate the CONTRACTOR or its Surety from their obligations, and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the Subcontractors.

Communications. The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surety.

No limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the Subcontractors or Subconsultants performing the Work for the Project.

TERMINATION

32. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days notice in writing, delivered or mailed to CONTRACTOR at his last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY's prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the reasonable and necessary work on the PROJECT. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

CLAIM RESOLUTION

33. Resolution of Claims. For all claims that are Three Hundred Seventy-Five Thousand Dollars ($375,000.00) or less, the provisions of Public Contract Code Section 20104 et seq. (Article 1.5 - Resolution of Construction Claims) shall be followed.

34. Notice to Contractor of Claims. CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.

CONTRACT DOCUMENTS AND INTERPRETATION

35. Other Documents Included. It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Notice Inviting Bids
B. Instructions to Bidders
C. General Provisions (incorporating portions of the Caltrans Standard Specifications)
D. Special Provisions (Construction Details)
E. Construction Provisions (Individual Bid Items)
F. Proposal
G. Construction Plans
H. City Public Works Standard Plans
I. City Request for Change Order/Change Order
J. Notice to Proceed
K. Labor and Materials Bond
L. Performance Bond
M. Final Closeout Agreement

36. Interpretation of Incorporated Documents. In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 35 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. The parties acknowledge that the Caltrans Standard Specifications is a document that is prepared for use in state street projects and is to be used to supplement this AGREEMENT. As used in the those Standard Specifications, “Engineer” shall refer to CITY’s Director of Public Works-City Engineer, the Attorney General shall mean the Attorney for the City, and laws that pertain exclusively to state projects or contracts shall not apply but instead those provisions pertaining to CITY projects and CITY contracts shall be applied. To the extent the Standard Specifications provide for additional procedures that are not inconsistent with the provisions of this AGREEMENT, those additional procedures shall be interpreted to supplement this AGREEMENT.

This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

37. Integration/No Oral Modifications. This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments

may only be entered into by compliance with those formalities. Notwithstanding the above, requests for additional time or compensation may be made by following the procedures and using the form incorporated into this AGREEMENT. The limits of authority to enter into such amendments (change orders) shall be those provided in Section 22 of this AGREEMENT.

38. Effect of Invalidity. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

MISCELLANEOUS

39. Discrimination, Minorities, Aliens. The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

40. Equal Employment Opportunity. CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

41. Drug-Free Work. CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

(a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. Degrees of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

(d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

1. Abide by the term of the statement; and
2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (a), (b), (c), (d), (e), and (f).

42. **Permits.** The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

43. **Assignment.** No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the Surety.

44. **Safety and Site Condition.** CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR's responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

45. **Utility Location**. CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

46. **Trenching**. If this AGREEMENT involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing, of any:

(a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.

The CITY shall promptly investigate the conditions, and if it finds that the conditions do

materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order in accordance with the procedures described in this AGREEMENT.

In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. The CONTRACTOR shall retain any and all rights provided either by this AGREEMENT or by law which pertain to the resolution of disputes and protests between the contracting parties provided that CONTRACTOR complies with Section 22 when asserting such claim.

47. Notices. The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

CITY: City Clerk
Fountain Valley City Hall
10200 Slater Avenue
Fountain Valley, California 92708

CONTRACTOR: General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773

48. Gratuities. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment with respect thereto.

49. Conflict of Interest. CONTRACTOR warrants that he has no blood or marriage relationship with, and that he is not in any way associated with, any architect, engineer, or other preparer of the plans and specifications for this project.

50. Copeland "Anti-Kickback" Act. If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he is otherwise entitled.

51. Attorney's Fees. In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONTRACTOR's duty to provide CITY with a defense at CONTRACTOR's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

52. Assignment of Rights. Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

53. SCAQMD and CARB Compliance. CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(2), Idling.

54. Mined Construction Materials. CONTRACTOR shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT the date and year first above written.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
HARPER & BURNS LLP

_____
Attorneys for the City

APPROVED AS TO CONTENT:

_____
Director of Public Works

CITY OF FOUNTAIN VALLEY

_____
Mayor

_____
CONTRACTOR

Name: General Pump Company, Inc.

Address: 159 N. Acacia Street

San Dimas, CA 91773

By: Michael Bodart, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date Here insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

PAYMENT BOND
PAGE 1
Bond No. _____

CITY OF FOUNTAIN VALLEY
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on September 19, 2023, has awarded to

General Pump Company, Inc.

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No. 24029, Well No. 11 Rehabilitation Project.** Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: _____ ($_____), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any person or party listed in California Civil Code Section 9554(b), including any of the persons named in Section 9100 of the Civil Code of the State of California for any materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Employment Development Division from the wages of employees of

the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 9100 so as to give a right of action to them or their assigns in any suit brought upon the bond.

PAYMENT BOND
PAGE 2
Bond No. _____

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2023.

CONTRACTOR

(ADDRESS)

PRINCIPAL

By:_____
Company Representative

In accordance with the AGREEMENT for **Project No. 24029, Well No. 11 Rehabilitation Project**, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By:_____
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Attorneys for the City
City of Fountain Valley

By /s/ _____

FAITHFUL PERFORMANCE BOND
PAGE 1
Bond No. _____

CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on _____, has awarded to

General Pump Company, Inc.

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No. 24029, Well No. 11 Rehabilitation Project**. Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: _____ ($_____), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the

City of Fountain Valley, its officers, and its agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

FAITHFUL PERFORMANCE BOND
PAGE 2
Bond No. _____

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2023.

CONTRACTOR

(ADDRESS)

PRINCIPAL

By:_____
Company Representative

Project No. 24029, Well No. 11 Rehabilitation Project, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By:_____
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP

Attorneys for the City
City of Fountain Valley

By /s/ _____

GENERAL PUMP COMPANY

159 N. ACACIA STREET · SAN DIMAS, CA 91773
PHONE: (909) 599-9606 · FAX: (909) 599-6238

WELL & PUMP SERVICE SINCE 1952
Lic. #496765

Now Serving Ventura and Santa Barbara Counties

August 24, 2023 ***Via Email***

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Attn: Public Works

Subject: Well No. 11 Rehabilitation Project RFB #23-006 – Proposal Cover Letter

General Pump Company (GPC) is pleased to provide our proposal to perform the scope of work listed in the technical specifications (Appendix A) for the above referenced project. This proposal is based on our best interpretation of the technical specifications and supplemental pump and well information provided by the City of Fountain Valley. Below is a list of GPC's comments and assumptions made while generating our proposal:

Comments & Assumptions

- This proposal was generated without the aid of a mandatory site visit. Site pictures and historical GPC project information were used to estimate site constraints and requirements. This proposal assumes industry standard rigs and cranes can be used to perform the work and no special permitting is required to work onsite.

- The technical specification for the Removal of Obstruction (Bid Item No. 3) does not have a specific process or estimated hour allotment for onsite work. There is not enough information provided to accurately estimate how much labor and materials will be needed to remove the obstruction. Our proposal includes (1) fishing attempt with a custom fishing tool, upset pipe, rig, and crew. GPC will make every effort possible to remove the obstruction, but there is no guarantee GPC can remove the obstruction. If our initial fishing attempt is unsuccessful, any additional attempts will be performed on a time and materials basis, if requested.

- At the time of bidding, it is unknown if the well has enough annular space to accommodate PVC access for the test pump and production pump. This will be determined during the test pump procurement period. GPC will make all attempts possible to provide PVC access.

- Any water generated during the rehab efforts can be discharged to the onsite flush to waste line after being treated to meet City of Fountain Valley NPDES permit requirements in above ground settling tanks. This proposal does not include any costs for a vacuum truck or water disposal.

Comments & Assumptions – *(Cont.)*

- This proposal assumes a sufficient water source will be available onsite for rehab activities. The City of Fountain Valley will assist with procuring a hydrant meter for construction water, if needed.

- 4" eductor pipe will be used for airlifting.

- Assumes onsite electrical power can be used for test pumping activities.

- The condition and location of the existing production pump equipment is unknown. If the required repairs exceed the $25,000.00 preset value for repairs, GPC will provide a change order for the additional repair costs.

- This proposal does not include any bacteriological or water quality testing. These tests will be performed by others, if desired.

- Vibration testing will be performed by Condition Monitoring Services, Inc.

- All labor rates are prevailing wage

- Because of the scope of work and challenges working within the pump building and unknown nature of the well obstruction, GPC will require, at minimum, 90 calendar days to complete the scope of work. GPC will attempt to expedite wherever possible to complete the project, but GPC has no control over subcontractor availability.

- Onsite work will commence within ***15 working days or less*** after receiving the formal NTP.

Please be sure to consider the comments and assumptions section below during your review of our proposal. Should you have any questions or need additional information regarding the above summary and associated proposal, please do not hesitate to contact us. Thank you for the opportunity to provide a quote for our services, and we look forward to working with the City of Fountain Valley on this important project.

GENERAL PUMP COMPANY, Inc.

Michael Garcia

Michael Garcia
VP, Project Management

APPENDIX C

Proposal – Bid Docs

P R O P O S A L

TO THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA:

The undersigned proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City of Fountain Valley in the form included in the Contract Documents (as defined in the Sample Contract) to perform all work as specified or indicated in the Contract Documents.

The undersigned accepts all terms and conditions of the Contract Documents, including, but not limited to, the "Notice Inviting Bids" and the General and Special Provisions of the Contract Specifications.

This Proposal will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. The undersigned will enter into an Agreement within the time and in the manner specified in the "Notice Inviting Bids" and the General Provisions and furnish insurance certificates, Payment Bonds, and Performance Bonds required by the Contract Documents.

In case of default in executing the Agreement within the time and in the manner specified in the "Notice Inviting Bids" and the General Provisions, the undersigned agrees that the proceeds of the check(s) or bond(s) accompanying this Proposal shall become the property of the City of Fountain Valley.

It is understood and agreed that:

(a) the undersigned has carefully examined, so as to become familiar with, the nature and extent of the Contract Documents, the location and description of the proposed work, all legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress and performance of the work and has made such independent investigations as deemed necessary.

(b) no verbal agreement or conversation with any officer, agent, or employee of the City of Fountain Valley, either before or after execution of the agreement, shall affect or modify any terms or obligations of this Proposal or the Agreement.

(c) the City will not be responsible for any errors or omissions, by the undersigned, in this Proposal, nor will bidders be released on account of errors or omissions.

(d) this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation other than the City of Fountain Valley; the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a false or collusive proposal; the undersigned has not induced or solicited any person, firm or corporation to refrain from submitting a proposal; the undersigned has not sought by collusion to obtain any advantage over any other Bidder or the City of Fountain Valley.

To all the foregoing, including but not limited to all Proposal Schedule(s) and Information

Required of Bidder contained in these Proposal Forms, the undersigned agrees to complete the work required under the Contract Documents within the time specified in the Contract Documents, and to accept in full payment the Contract Price based on the Total of All Bid Items as shown in the Bid Proposal Forms.

SIGNATURE OF BIDDER

(If an individual, so state. If a firm or co-partnership, state the firm name and list the names of all individuals, co-partners composing the firm. If a corporation, state legal name of corporation, and names of president, secretary, treasurer, and manager thereof.)

General Pump Company, Inc.

159 N. Acacia St.,

San Dimas, CA 91773

Business Address

Date: 08/24/23

Telephone No. (909) 599-9606

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24 day of August at San Dimas, California.

Signature

Printed Name Michael Garcia

Signing on behalf of _____
(if applicable)

General Pump Company, Inc., a California Corporation

President: Michael Bodart
Secretary: Ginger Campbell
Treasurer: Michael Bodart

08-22-2023

Surety2000
THE STANDARD IN ELECTRONIC SURETY

Bid Bond in Accordance with Contract Specifications

SCA08224102	General Pump Company, Inc.
Bond Number	Principal Name
159 N. Acacia St., San Dimas, CA, 91773, US	
Principal Address	Principal Signature
City of Fountain Valley	10200 Slater Ave, Fountain Valley, CA, 92708, US
Owner/Obligee Name	Owner/Obligee Address

Bond Information

08-24-2023	Nationwide Mutual Insurance Company	496765
Bid Date	Surety	Contractor Vendor ID Number

23-006

Contract ID Number

Well No. 11 Rehabilitation Project, RFB #23-006

Description of Job

Ten Percent of the Bid Amount		10%
Amount of Bid Security	Bid Security Maximum	Bid Security Percentage

Aiza Anderson	Attorney-in-Fact	Smith Brothers Insurance LLC
Bond Entered and Executed By		Primary Agency

Aiza Anderson

Attorney-In-Fact Signature

Know all men by these presents that Nationwide Mutual Insurance Company, *a Corporation duly organized under the laws of the State of* Ohio, *are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.*

S2K:s7zTLaWKX:691021

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On August 24, 2023 before me, Amy Charline Sotelo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Michael Garcia
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AMY CHARLINE SOTELO
Notary Public - California
Los Angeles County
Commission # 2438393
My Comm. Expires Feb 16, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

NOTICE OF AFFIRMATIVE ACTION

"NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Fountain Valley, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age or handicap in performing the work required under this proposal

ACKNOWLEDGED this 24 day of August, 2023, at San Dimas, CA.

Authorized Signature

VP of Project Management

Position

General Pump Company, Inc.

Company

NON-COLLUSION DECLARATION

The undersigned declares:

I am the VP of Project Mgmt. of General Pump Company, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on 08/24/23 (date) at San Dimas (city), California.

SIGNATURE

Vice President of Project Management
TITLE

DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm, which has provided design services for a project, shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm that is subject to the control of the same person(s), through joint ownership or otherwise.

ACKNOWLEDGED this 24 day of August, 2023 at San Dimas, CA

Authorized Signature

Vice President of Project Management

Position

General Pump Company, Inc.

Company

STATEMENT OF INSURANCE

Insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, 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 CITY.

General liability insurance. CONTRACTOR 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 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

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 the CONTRACTOR 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 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Proof of insurance. CONTRACTOR 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. CONTRACTOR 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 Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR 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.

Notice of cancellation. CONTRACTOR 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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. 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 CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONTRACTOR shall give CITY 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.

Additional 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 Work.

Workers' Compensation.

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

> "I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this AGREEMENT."

CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

ACKNOWLEDGED this 24 day of August, 2023.

Contractor's Signature

General Pump Company, Inc.

Contractor's Name

159 N. Acacia St.

Address

San Dimas, CA 91773

City

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder General Pump Company, Inc., proposed subcontractor , hereby certifies that he has_____, has not X_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not field the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ACKNOWLEDGED this 24 day of August, 2023.

Contractor's Signature

General Pump Company, Inc.

Contractor's Name

159 N. Acacia St.,

Address

San Dimas, CA 91773

City

BIDDER – PAST PROJECT/PERFORMANCE

1. **Attach to this the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.**

2. **List below at least 5 projects completed within the last 3 years, involving work of similar type and complexity**

DATE CONTRACT COMPLETED: 2023	**NAME OF THE EMPLOYER:** City of Santa Monica	
ADDRESS OF THE EMPLOYER: 1228 S. Bundy Dr., Los Angeles, CA 90025		
TITLE OF PROJECT: Olympic Well 4 Redevelopment		
CONTACT PERSON NAME: Geohvanny Herrera	**CONTACT PHONE NUMBER:** 310-434-2659	**CONTRACT AMOUNT:** **$ 200,000**
DATE CONTRACT COMPLETED: 2023	**NAME OF THE EMPLOYER:** City of Ontario	
ADDRESS OF THE EMPLOYER: 1425 South Bon View, Ontario, CA 91762		
TITLE OF PROJECT: Well 46 Rehabilitation		
CONTACT PERSON NAME: Chris Bondaurer	**CONTACT PHONE NUMBER:** 909-395-2696	**CONTRACT AMOUNT:** **$ 110,000**
DATE CONTRACT COMPLETED: 2023	**NAME OF THE EMPLOYER:** City of South Gate	
ADDRESS OF THE EMPLOYER: 8650 California Ave., South Gate, CA 90280		
TITLE OF PROJECT: Well 18 Rehabilitation		
CONTACT PERSON NAME: Ana Ananda	**CONTACT PHONE NUMBER:** 323-563-9500	**CONTRACT AMOUNT:** **$ 220,000**
DATE CONTRACT COMPLETED: 2023	**NAME OF THE EMPLOYER:** City of Orange	
ADDRESS OF THE EMPLOYER: 189 S. Water St., Orange, CA 92866		
TITLE OF PROJECT: Well 9		
CONTACT PERSON NAME: Sonny Tran	**CONTACT PHONE NUMBER:** 714-288-2497	**CONTRACT AMOUNT:** **$ 310,000**
DATE CONTRACT COMPLETED: 2023	**NAME OF THE EMPLOYER:** Western Municipal Water District	
ADDRESS OF THE EMPLOYER: 14205 Meridian Pkwy, Riverside, CA 92518		
TITLE OF PROJECT: Arlington Desalter Well 4		
CONTACT PERSON NAME: Fakhri Manghi	**CONTACT PHONE NUMBER:** 951-571-7290	**CONTRACT AMOUNT:** **$ 350,000**

GENERAL PUMP COMPANY

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background
University of Missouri - Bachelor of Science in Civil Engineering
Post Graduate C.E. Courses in Geohydrology, University of Southern California

Certifications
1999-Byron Jackson Training Certificate
1998-Grade 1 & 2 Distribution and Treatment Certificates
1998-Engineering "A" License
1995-Dale Carnegie Course
1995-Mackay Pump Rehabilitation Certificate
1992-Golden State Pump Technical Training Certificate
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.
1986-Layne & Bowler Pump School Certification
1986-Baroid 1-week Drilling Fluid Technology Course Certification
1985-National Water Works Correspondence Course Certification

Professional Experience
General Pump Company, Inc. - President / Director of Engineering - 1993-Present
Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - Civil Engineer

Professional Presentations
Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water-related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

PETER H. BROOKS, CHIEF EXECUTIVE OFFICER

Academic Background
Harvard University: Bachelor of Arts; Dual Master of Business Administration and Master Public Policy.

Professional Experience
Peter Brooks is a water industry executive with 16+ years of management experience across the industry, where he has worked on disaster response and treatment plant operations as the leader of waterTalent; advanced water treatment and wastewater reuse at Xylem, Inc.; and in-conduit hydropower at NLine Energy. He is a former US Marine infantry officer, two-time Iraq War veteran, Fulbright Scholar, and an award-winning water policy instructor at Harvard where he also received an AB (High Honors) and MBA-MPP. Peter is a frequent speaker at water industry events and his writing and work have appeared in the Los Angeles Times, National Public Radio, and several water and wastewater industry publications including AWWA OpFlow, WEF Water & Environment Technology, and Water Online. He has given water industry presentations at Imagine H2O, Water Environment Federation WEFTEC, Association of Boards of Certification, American Water Works ACE, California Municipal Utilities Association, AWWA CA-NV, the Water Technology Summit, among others.

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Certifications Grade 2 - Distribution Certificate
Grade 2 - Water Treatment Operator

Professional Experience Over 40 years experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

THOMAS A. NANCHY, SENIOR PROJECT MANAGER

Certifications 2004-Byron Jackson Training Certificate
1989-Dale Carnegie Course
1992-Golden State Pump Technical Training Certificate
1986-Layne & Bowler Pump School Certification
1994-Baroid 1-week Drilling Fluid Technology Course Certification
1998-National Water Works Correspondence Course Certification
1994-Goulds Pump Course
2020-BNSF Safety Course

Professional Experience Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Academic Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

Professional Experience A State of California licensed professional geologist and principal hydrogeologist for General Pump Company. For the past 17 years his professional groundwater work has encompassed combining geological and industry knowledge toward municipal-supply and irrigation-supply water well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

MICHAEL R. GARCIA, PROJECT MANAGER

Academic Background California State University, Fullerton - Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

Professional Background Michael has been working for General Pump Company since 2014, starting as an assistant engineer and working his way into his current project management role. Prior to entering the water industry, Michael was enrolled in a post graduate program where he studied courses in materials of construction, mechanical design, and computer aided design. Currently, Michael is responsible for managing multiple deep well and booster pump projects to ensure efficient completion and client satisfaction.

DANIEL J. PICHARDO, PROJECT MANAGER

Academic Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

Professional Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

MARK HAAS, PROJECT MANAGER

Professional Background Professional background includes 18 years experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional Background Professional background includes 23 years of experience within the well and pump industry. Experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.

PAUL RINEHART, PROJECT MANAGER

Professional Background Over 30 years of experience in the well and pump industry. Experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition as well as designing well and booster pumps. Coordinating with customers, vendors, operations manager, and field crews to ensure project completion in a timely manner.

LIST OF SUBCONTRACTORS

Project No. 23-006

ALL subcontractors with complete information, is to be listed in PlanetBids as specified.

The bidder shall list below the name and location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

Substituting a subcontractor in place of a subcontractor listed in the original bid without the City's approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the City's discretion, result in cancellation of the contract or a financial penalty.

*Note: Do not list alternative subcontractors for the same work.

AGREEMENT FOR CONSULTANT SERVICES

CON-21-14

Hydrogeological/ Well Rehabilitation Consultant Services

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and **Richard C. Slade & Associates LLC (RCS)** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on **April 20, 2021** ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2024, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. PERFORMANCE

CONSULTANT shall always faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. CITY MANAGEMENT

The Public Works Director or their designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks

to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed **One Hundred Fifty Thousand Dollars ($150,000.00)** ("TOTAL CONTRACT SUM") for the total term of this 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 that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. PUBLIC WORK

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and

overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it about the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply after receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. If CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If 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, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, if the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. DEFAULT OF CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. If CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. If CONSULTANT fails to cure its default within such period, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as 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 such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts 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, termination, or suspension of this AGREEMENT all plans, specifications, engineer's estimates, and other documents prepared in the course of

providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at CONSULTANT's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability.

(i) Indemnification for Professional Liability Generally. 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 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 attorney's fees and costs to the extent the same are 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 entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

(ii) Indemnification for Services of a Design Professional. If this AGREEMENT is for design professional services, CONSULTANT's duty to defend, indemnity, and hold CITY harmless for CONSULTANT's design professional liability shall be as provided in this paragraph. To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless INDEMNIFIED PARTIES from and against any and all losses, liabilities, damages, costs, expenses, and claims, including attorney's fees and costs, to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT'S proportionate percentage of fault. CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT.

(b) Indemnification 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 attorney's 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 entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed

indemnity agreements with provisions identical to those set forth here in this section from each subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSUTLANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

(1) The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY's successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY's option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT's expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly 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 whatsoever against CITY, or bind 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 this 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. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

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. CONSULTANT shall always observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. POLITICAL REFORM ACT

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY about 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 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 CITY to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL 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 this AGREEMENT.

19. 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 Manager or unless requested by the Attorney for 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. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(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, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with 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.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards considering the assessment.

21. 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:

CITY	CONSULTANT
City of Fountain Valley 10200 Slater Avenue Fountain Valley, California 92708 Attention: City Clerk	Richard C. Slade & Associates, LLC 14051 Burbank Bvd # 300 Sherman Oaks, CA 91401 Attention:

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

[☒] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

[☐] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Click or tap here to enter text. ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of PRINCIPLE from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

24. GOVERNING LAW

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 Orange County Superior Court or Central District of California Federal District Court.

25. 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, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering 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.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over

CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

27. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder

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IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

Michael Vo, Mayor

ATTEST:

Rick Miller, City Clerk

Approved as to Form:

HARPER & BURNS LLP

Attorneys for the City

Approved as to Content:

Hye Jin Lee, Director of Public Works

CONSULTANT

Signature

RICHARD C SLADE

Typed Name

President

Title

Corporate seal (or attach Notary acknowledgment)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On April 17, 2021 (Date) before me, Yvette Lee, notary public (Here Insert Name and Title of the Officer),

personally appeared Richard C. Slade (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

YVETTE LEE
Notary Public – California
Los Angeles County
Commission # 2216697
My Comm. Expires Oct 2, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement of Services

Document Date: 04/17/2021 Number of Pages: —

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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EXHIBIT "A"
SCOPE OF SERVICES
AND
PAYMENT TERMS

RICHARD C. SLADE & ASSOCIATES LLC
CONSULTING GROUNDWATER GEOLOGISTS

TRANSMITAL LETTER

February 24, 2021

Ms. Amanda McCall
Mgmt. Analyst/Purchasing Officer
City of Fountain Valley
Orange County, California

Job No. 626-OGE02

Re: Proposal for Hydrogeological/Well Rehabilitation Consultant Services
City of Fountain Valley, Orange County, California

Dear Ms. McCall:

Richard C. Slade & Associates LLC, Consulting Groundwater Geologists (RCS), is pleased to submit this proposal for providing hydrogeologic services for Well Rehabilitation Consultant Services for the City of Fountain Valley (City). In addition, this proposal also provides our qualifications for hydrogeologic services for other general on-call hydrogeologic services involving future well siting and well rehabilitation projects for the City. In conjunction with the hydrogeologic aspects of the project, RCS will be teaming with Civiltec Engineering Inc., of Monrovia, California to perform the requisite engineering tasks regarding the above ground equipment and appurtenances associated with City wells. This firm has considerable experience in issues associated with pumps and above-ground infrastructure for water delivery; RCS and Civiltec have worked together over the years on other water well projects. Appendix A of this proposal provides the resumes of the key members for the team.

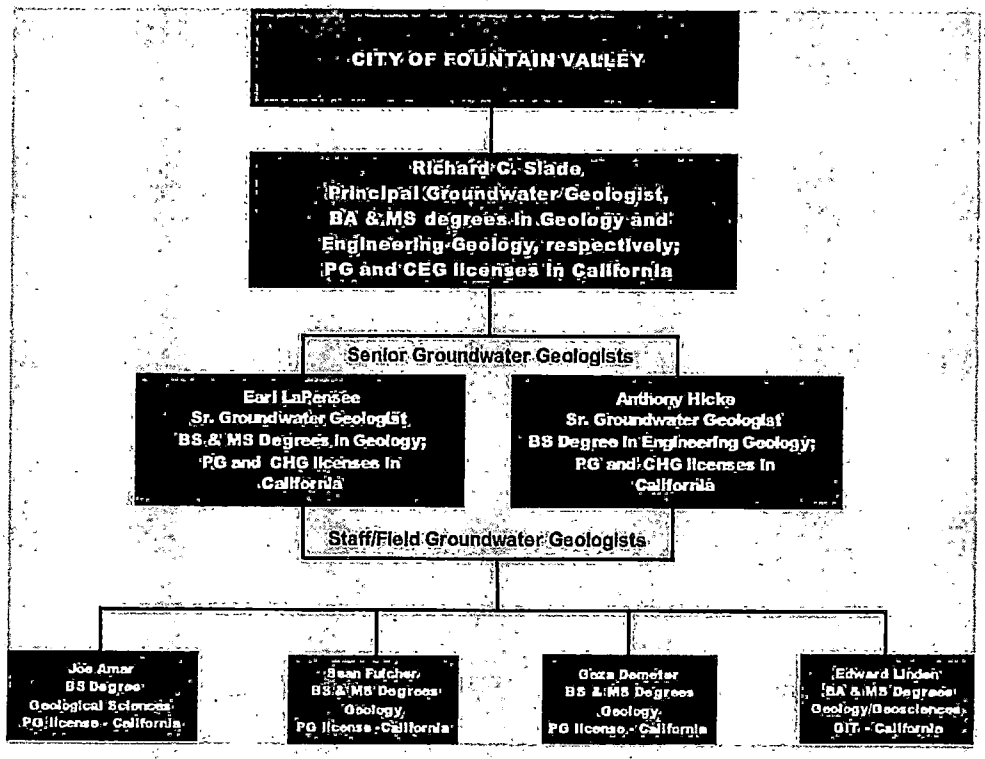
RCS has considerable experience in performing evaluations of existing wells and in providing field monitoring services during well rehabilitation operations. Indeed, our firm has evaluated, assisted in the preparation of Technical Specifications, and bid documents, and provided field oversight services in 2020 for a well in the City of Anaheim and is currently engaged in such services with the Irvine Ranch Water District involving well rehabilitations on numerous wells since 2013. In that latter project, we assisted in the preparation of a well rehabilitation matrix as a tool to help in the scheduling of on-going well rehabilitation program, helped in the preparation of standard specifications, and provided field oversight activities for the rehabilitation for 19 IRWD water-supply wells.

Based on our review of the Request for Proposal (RFP), we understand that the City has six existing wells that are used for municipal water-supply sources. A couple of these wells (Nos. 10 & 11) are currently not in operation due to sanding or downwell obstructions. Another well (No. 6) has a stuck pump and the other three remaining wells will need to be evaluated for possible well rehabilitation measures.

For this project, the RCS team will consist of Mr. Richard C. Slade, President and Principal Groundwater Geologist, and Mr. Earl LaPensee, Senior Groundwater Geologist who will serve as the project manager. Other staff/field Groundwater Geologists will assist Mr. Slade and Mr. LaPensee regarding office and field duties associated with the project, as shown in the following RCS organization diagram.

14051 BURBANK BLVD., SUITE 300, SHERMAN OAKS, CALIFORNIA 91401
SOUTHERN CALIFORNIA: (818) 506-0418 • NORTHERN CALIFORNIA: (707) 963-3914
WWW.RCSLADE.COM

CONFIDENTIAL & PROPRIETARY



As mentioned above, Mr. LaPensee will serve as the project manager and the various staff/field groundwater geologists will assist him in the necessary office and field tasks associated with the project. Civiltec will be a subconsultant to RCS, and Mr. C. Shem Hawes and Mr. Steven Walker of that firm will be the two key members regarding assessing and evaluating the engineering issues associated with the City wells.

RCS understands and acknowledges the terms and conditions of the RFP and we trust that our considerable and recent experience in well rehabilitation activities, as documented herein, meets with your approval. We appreciate this opportunity to present our proposal to you for both current and future on-call services regarding well rehabilitation and other hydrogeologic tasks and look forward to working with you and your staff in the future. Mr. Slade, the undersigned, is the sole signatory that legally binds this proposal to the City.

Respectfully submitted,
RICHARD C. SLADE & ASSOCIATES LLC

Richard C. Slade, President and
Principal Groundwater Geologist

CONFIDENTIAL & PROPRIETARY

COMPANY EXPERIENCE, KEY PERSONEL & REFERENCES

Figure 1 illustrates the locations of the City wells and nearby local wells for which RCS has provided well rehabilitation services for other nearby water purveyors, such as the City of Newport Beach and IRWD. Table 1 lists the construction parameters for each City Well. As briefly noted above, RCS has and continues to assist IRWD in on-going well rehabilitation of as many as 19 wells. The well rehabilitation methods employed to date have resulted in the successful rehabilitation of the wells in recovering former production capacities, largely through increasing the specific capacity of the wells. Problems associated with the wells have run the gamut from extreme biofouling, sand production, removal of downwell obstructions, and holes in the casing, to significant and abrupt loss of production capacity. RCS has completed successful well rehabilitation projects for the IRWD wells which range in depth between 830 to 1,050 ft below ground surface (bgs) with diameters ranging from 16 to 22 inches and having production capacities ranging from approximately 2,000 gallons per minute (gpm) to 3,400 gpm. These wells exhibited issues regarding complete loss of production in one of the wells, due to complete plugging of the perforations, to thick accumulation of biological growths on the well casings and production of sand. Several well rehabilitation methods/procedures were implemented for each well to help increase its pumping rate and specific capacity.

RCS also has extensive experience with the construction of water-supply wells. One tool that RCS uses in the design of wells is the use of oil field and water well electric logs in the correlation of aquifer systems in the area. Indeed, RCS has developed an E-log correlation network to target and predict depths to useable aquifer systems throughout the Orange County Groundwater Basin. Thus, is the siting of new wells, RCS will bring this tool to help the City select potential well site locations and prospective drilling depths for new wells.

The attached Table 2 provides a listing of our recent well rehabilitation and well construction services and their respective references over the past five years and other information requested by the RFP. The table is not comprehensive, as they list only local projects; we have performed these same types of services for other wells for other agencies and we are currently in the design stages for new wells for the City of Orange.

UNDERSTANDING PROJECT COMPONENTS

It is understood that the City has performed rehabilitation on some wells and attempted rehabilitation of others. RCS understands the specific rehabilitation issues with each well and herein provides some preliminary measures to help the City restore the wells to an operable condition or help increase the production capacity of the wells. The following provides our preliminary approach to rehabilitate the wells on a case-by-case basis.

Well No. 6

Current Issue: As noted in the RFP, the pump in this well is currently lodged downhole and attempts have been made to remove the pump by the City to perform a video camera survey. Nonetheless, the pump can still extract groundwater from the well.

Potential Evaluation Procedure(s): If there are any access ports available, then lowering a small diameter camera downwell may be useful to conduct a video survey to determine what may be "locking" the pump in place. A subsequent operation to remove the pump may consist of trying to simultaneously "jack" and "screw" the pump out of the well.

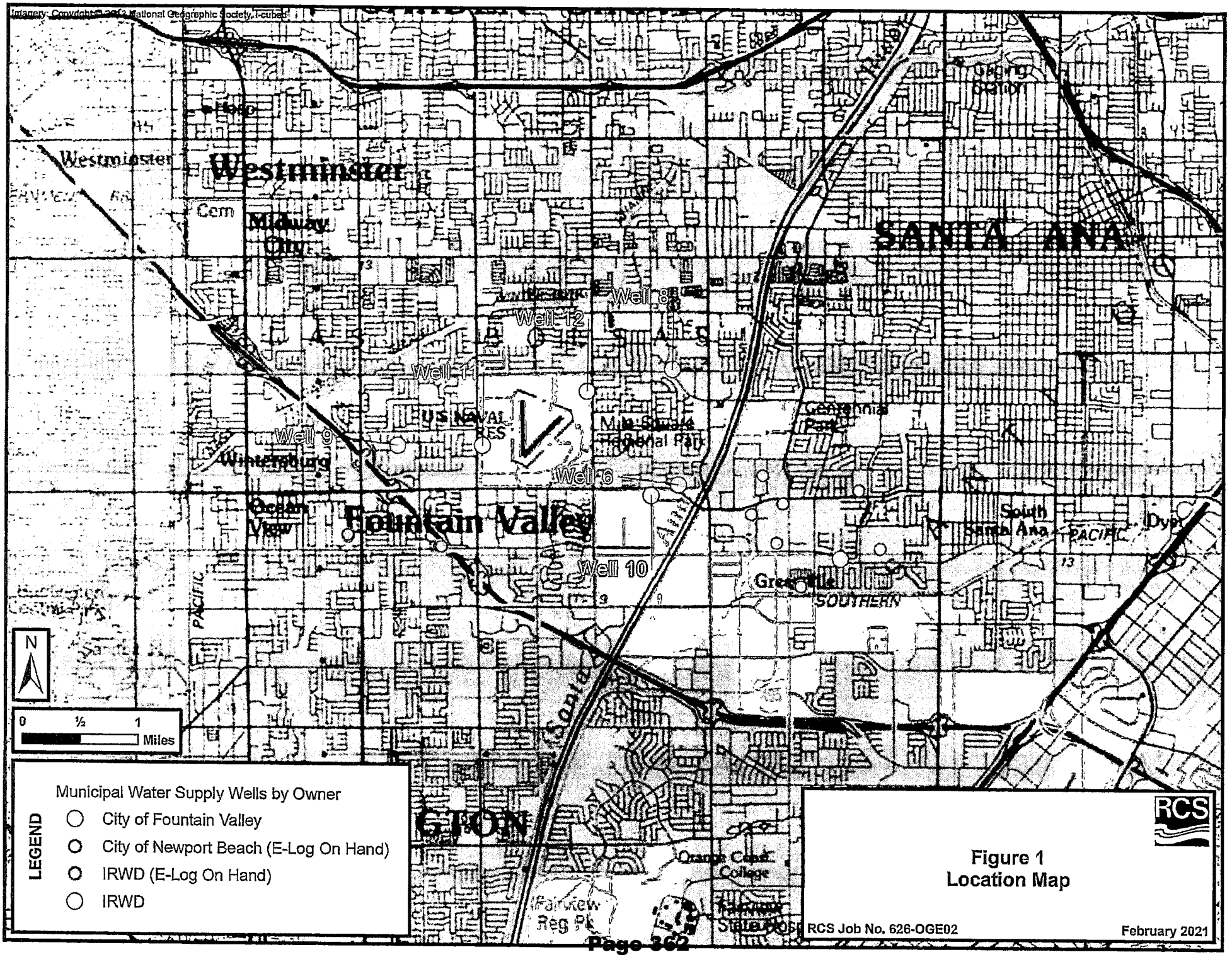


Figure 1
Location Map

RCS Job No. 626-OGE02

February 2021

TABLE 1
SUMMARY OF WELL CONSTRUCTION DATA
CITY OF FOUNTAIN VALLEY

Fountain Valley Well No.	Driller's Log No.	Date Drilled	Total Drilled Depth	Method of Drilling	Electric Log (Y/N)	Casing Type & Depth (ft)	Casing Diameter (in)	Perforation Intervals (ft)	Slot Size (inches) and Type	Sanitary Seal Depth (ft)	Gravel Pack Type & Depth (ft)	Current Status	Original Pumping Test Data				
													Date	SWL (ft)	PWL (ft)	Pumping Rate (gpm)	Specific Capacity (gpm/ft ddn)
6	103002	Apr 1974	1,145	Reverse Circulation	Y 4/22/74	Steel 1,120	18" to 296' 14" from 296' to 1120'	370-390 450-490 565-724 860-910 960-1,020 1,060-1,110	0.093 Ful-flo Louvers	100	minus 3/8", 0-1,120	Active	Apr 1974	52	97	4,000	4,000/45 = 89
8	00028	Nov 1977	924	Reverse Circulation	Y 11/14/77	Steel 864	18	312-420 456-564 600-844	0.093 Ful-flo Louvers	200	#5 sand, 200-910	Active	Dec 1977	86	99?	5,300	5,300/13 ? = 408 ?
9	e0093154	Mar 2009	1,114	Reverse Circulation	Y 12/30/08	Type 304L SS 1,090	20	415-700 760-1,070	0.093 Ful-flo Louvers	302	1/4 x 16, 302-1,114	Active	Mar 2009	48	81	3,500	3,500/33 = 106
10	270110	Sept 1987	1,100	Reverse Circulation	Y 10/14/87	Steel 980	16	460-500 540-580 620-740 780-900 940-980	0.060 Ful-flo Louvers	385	Monterey Sand, 6x12, ND	Active	Oct 1987	66	74 ?	4,000	4,000/8 ? = 500 ?
11	296711	Oct 1987	1,027	Reverse Circulation	Y 11/10/87	Steel 960	16	440-640 680-720 800-840 870-950	0.060 Ful-flo Louvers	440	Monterey Sand, 6x12, 470-960	Active	Dec 1987	52	ND	4,000	4,000/ND = ND
12	5372-74 -75 -76	Dec 1998	1,230	Reverse Circulation	Y 12/5/98	Type 304L SS 1,090	18	340-360 530-610 650-775 810-890 940-960 1,000-1,070	0.070 Louvers	310	ND, 310-1,230	Active	Jan 1999	61	101	4,050	4,050/40 = 101

Notes: SS = Stainless Steel
ND = No Data

Job No. 626-OGE02
February 2021

Well No. 8

Current Issue: The RFP does not note any major issues associated with this well, other than water quality issues due to iron-related bacteria (IRB).

Potential Evaluation Procedure(s): Perform pump removal and conduct a video camera survey to evaluate the extent of IRB growth. This does not need to be performed immediately but can be included as part of a complete well rehabilitation program. Thus, an initial evaluation of the well will need to consist of reviewing available data, determining the degree of decline in the production capacity of the well (i.e., pumping rates and specific capacities) over time, and preparing a program of rehabilitation. This program should include a CITM survey to determine the current thickness of the well casing, chemical treatment of the well casing, mechanical and pumping redevelopment, and final testing procedures.

Well No. 9

Current Issues: The desander for this well has developed a hole and pumping of the well produces sand.

Potential Evaluation Procedure(s): It is possible that the well desander can be repaired and this should be explored in an initial assessment. However, replacement of the desander could, nevertheless, be warranted. It is understood that the City would like to modify pumping operations on the well to minimize sand production. Thus, RCS will review the history of sand production in the well along with available data on the amount of sand production, and help the City determine if reduction of pumping would accomplish this objective. Initially, it might be useful to perform a video camera survey under dynamic (pumping) conditions to determine at what depth(s) sand is entering the well casing, through possible holes or through certain perforation zones. Thus, if it is entering at discrete depths, then patching of the well casing may be in order. However, if it appears to be emanating from various depths throughout the well, then a casing liner might be a better option. Thus, it may behoove the City to consider this latter option, with a gravel pack using graded sands to significantly mitigate (or eliminate, of possible) the production of sand. This option can be evaluated in an initial well assessment.

Well No. 10

Current Issues: Casing liner installed in 2018 with glass beads (i.e., SiLibeads®) but this was followed by production of such beads shortly after liner installation. Also, the City wants to evaluate the effectiveness of the desander on the well. It is understood that the City has scheduled a dynamic video camera survey of the well to help determine the cause of bead production, because a previous static video camera survey of the well revealed no visible defects.

Potential Evaluation Procedure(s): It is possible that the installed beads may be entering the screened area of the liner due to their extremely spherical shape allowing the beads to "slip" through the slots, at high pumping rates, even if the beads are slightly larger. It could be a simple matter of reducing the production rate from the well. RCS will review the data on the slot opening of the installed wire-wrapped well screens, especially the slot size openings, and the size of the SiLibeads® used.

Well No. 11

Current Issues: Pump removed with difficulty, pump strainer sections missing, obstructions at 280 ft (due to lost strainer sections and transducer leads), second obstruction at 669 ft bgs, due to obstruction/debris. Motor damaged due to water intrusion (motor has since been rebuilt).

Potential Evaluation Procedure(s): It appears that sediment fill is in the bottom of the casing. Thus, the bottom of the well is filled with sediment or there is a casing collapse at depth. If it is sediment fill, then airlifting could be employed to remove it. Because the well is 960 ft deep (see Table 1), then there is approximately 291 ft (408 ft^3) of sediment fill in the bottom of the casing. Following airlifting, a video camera survey appears to be in order. However, if no sediment fill can be removed, then the presence of a casing collapse at this depth is likely. In this latter case the well may need to be replaced.

Well No. 12

Current Issues: The RFO does not cite any current issues with the well. It was last rehabilitated in 2017 (rehabilitation methods not described). Motor replaced in 2019. No operational issues cited.

Potential Evaluation Procedure(s): Even though the well was last rehabilitated in 2017 and it is likely not needed at this time, an assessment of the pumping rates and specific capacities should be conducted and compared to previous historic values, to check for any declining trends over time. If declines in the values are significant (15% to 25% or greater), then additional rehabilitation, especially including chemical treatment, could be in order.

APPROACH
RCS SCOPE OF HYDROGEOLOGIC SERVICES

RFP specific tasks, such as the removal of the stuck pump in Well No. 6 and the remediation of the production of glass beads at Well No. 10, can be evaluated by RCS. However, in addition to the RFP evaluation tasks, for each well, RCS provides an encompassing project approach for each of the City wells, dependent upon the current condition of each well. This approach, as described below, has been used with success by RCS on many occasions over the years on numerous well rehabilitation projects for various other cities and water agencies.

Task 1 – Meetings

RCS and Civiltec will prepare for and attend an initial, project "kick-off" meeting with City Staff regarding discussing the goals and parameters of the project. During this kick-off meeting, the team can conduct a visit to each City well site to gain familiarity with the sites and to further help evaluate site-specific conditions for logistical considerations (such as access, discharge points, presence of utilities, onsite storage capacity for materials, and the presence of nearby residences).

In addition to the project kick-off meeting, the team proposes to schedule meetings during various phases of the project, which may include Technical Memorandum review, design coordination/review, necessary workshops during preliminary design and alternative development.

Task 2 – Review and Evaluate Well Data & Prepare Memoranda

This task will consist of reviewing available data for each well as selected by the City for evaluation, and of assessing previous work that may have been conducted by others on the wells. Further, RCS will review our company files for any data and/or information on hydrogeologic conditions in the vicinity of the wells.

The team will review the available data and prepare a Technical Memorandum for each well selected for evaluation by the City. Separate Memoranda will be prepared for each well and

submitted to the City. These Memoranda will include our preliminary recommendations as to what future rehabilitation options could be implemented in the well under consideration and will be used as guidance for our subsequent preparation of the Technical Specifications for well rehabilitations.

Task 3 – Prepare Technical Specifications for Rehabilitation

Based on the available well data, and on the results of the site visits for the wells, RCS shall prepare Technical Specifications and line item bid sheets for well rehabilitation operations for the selected wells. Because RCS has prepared Specifications for multiple wells for prior projects, RCS recommends this approach for the current project for the first three wells, to be selected by the City for evaluation and rehabilitation.

Thus, only one set of Technical Specifications will need to be prepared, which can then be bid out and performed under one contract. Our Technical Specifications can be melded with current City project documents. The specifications could include any of the following elements, if deemed necessary:

1. Equipment to be utilized and size of work area needed.
2. The possible need for additional site security fencing.
3. The type of site preparation work needed at each site before the contractor mobilizes his equipment.
4. Sound/noise mitigation/security measures, if needed.
5. Video surveys to be performed during and following rehabilitation of the wells, if and as necessary.
6. The depth and intervals of well casing to be rehabilitated.
7. The possible installation of a liner (to mitigate any downwell sanding problems).
8. Downhole testing, such as performing a CITM survey of each well casing, as necessary. This will provide data on the amount of steel loss from the casing of each well. The oldest wells are anticipated to have the greatest steel loss.
9. Type of mechanical well rehabilitation methods will be evaluated and included in the Technical Specifications, as needed. These methods could include any of the following types of rehabilitation methods:
   - Wire brushing & bailing.
   - Dual swab airlifting and surging.
   - "Air-Jetting", consisting of either the AirBurst®, Bore Blast®, or ArcWave (Plasma Pulse Wave) technologies.
   - Sonar-Jet® methods (using small scale, downwell explosives).
   - Use of the WellJet® method of rehabilitation (herein referred to as "Water-Jetting").
10. The type of various chemicals and emplacement methods that might be needed during chemical rehabilitation (if deemed necessary).
11. Discharge locations and treatment options/consideration for the discharge of all fluids generated from each well during all rehabilitation tasks (especially if chemicals are used).

12. Parameters for pumping redevelopment and well testing.
13. Discharge requirements and NPDES permit compliance.
14. Bid items for repair/replacement of the permanent pumps and pump columns, desanders, and other appurtenances by the Contractor.
15. Other work, if deemed necessary in subsequent review of well conditions (e.g., the need for swaged well patches or casing liners, although these are not anticipated to be needed at this time).

A line item estimate for the probable cost of the rehabilitation work can also be prepared for each well. This will be provided to City to permit comparison of bids received. The Technical Specifications will be prepared to account for the rehabilitation of the wells under a single well rehabilitation contract. We assume that City will be sending out the entire well rehabilitation package(s) for competitive bidding.

Task 4 - Pre-Bid Meeting and Bid Assistance

The purpose of the pre-bid meeting is to help potential bidders better understand site logistics such as access, available water supply, location of utilities, and fluids disposal options at each well site. Prime consideration will be focused on discharge of fluids from the rehabilitation and subsequent testing of each well.

The team will prepare for and attend a single pre-bid meeting for the wells, as necessary, and provide pre-bid clarifications and/or addenda, if necessary, for well rehabilitation. We will also assist City in the review and analysis of bids received.

Task 5 – Field Observation/Monitoring of Well Rehabilitation Operations

It is anticipated that the first three wells to be selected for rehabilitation by the City will be inclusive under one single project. However, it is currently unknown whether the well rehabilitation will be conducted in parallel or consecutively and the degree of involvement that RCS will need to have, as desired by the City. Once a contract or contracts have been awarded to the successful bidder by City, RCS field groundwater geologists can be available to provide field observation of Contractor activities at each of the initial three well sites. This observation/monitoring activities is to provide the City with a record of Contractor activities at each site and to help document that the Contractor performed the work in compliance with the Technical Specifications. Tasks that RCS could perform during the rehabilitation project for the wells could likely consist of the following but may not necessarily include all the listed tasks, because the well at each site may require and need differing methods of rehabilitation:

Subtask 5.1: Pre-construction Meeting. Attendance at an initial pre-construction meeting with the Contractor (a single meeting for the wells). This will be to acquaint the Contractor selected by City with the project goals and discuss final scheduling issues and lines of communication.

Subtask 5.2: Pump Removals (as applicable). RCS can provide field services during removal of the pump from each well, should the City so elect. During such removals, the condition of the pump components will be recorded and photographed and described in field memoranda. Following this, each well can be sounded for its total current depth by the Contractor.

Subtask 5.3: Wire Brushing & Bailing. Wire brushing of each well casing and removal of sediment fill, via bailing. Hydrogen peroxide can be applied during this brushing to remove any

organic/biologic growth in the well. This will especially remove any surficial material that could obscure any surface imperfections.

Subtask 5.4: Downwell Surveys. Following wire-brushing and bailing of the casing, a video survey can be performed to determine the condition of the visible portions of the casing in each well. This task can be performed either before or after Subtask 5.3 above and the timing of the video survey can be evaluated on a case-by-case basis. Following a video survey, a Casing Inspection Thickness Measurement (CITM) tool survey of each well can be performed. This survey will help determine the current thickness of the casing in each well and provide information on weaknesses in the well. It should be noted here that the CITM is a heavy tool (weighing ±250 lbs) and will need a crane to lift it. Thus, the use of this tool and the necessary crane can be provided for in the Technical Specifications for this well.

Subtask 5.5: Mechanical Redevelopment. Performing "Air-jetting" (e.g., AirBurst and Bore Blast methods), ArcWave (also known as Plasma Pulse Wave) "Sonar-Jetting, or "Water-Jetting" methods, as needed. An RCS field groundwater geologist can be present onsite when the selected method is being performed.

Subtask 5.6: Chemical Treatment (Optional). Performing chemical treatment of each well, if and as needed. The volumes and types of chemicals used in the process and during use of a dual-swab tool for chemical emplacement can be recorded.

Subtask 5.7: Swabbing & Airlifting. Conduct dual swab airlifting and swabbing to removal the chemicals and help redevelop the wells, if necessary.

Subtask 5.8: Interim Video Surveys. An interim video survey will be performed to determine if mechanical redevelopment of each well has been successful in cleaning the well casing. Following an interim video survey in each well, it is anticipated that the Contractor will be performing installation of the test pump in each well.

Subtask 5.9: Pumping Redevelopment. The daily-generated pumping redevelopment sheets can be obtained from the pumper, via email, during this redevelopment process.

Subtask 5.10: Pumping Tests. Pumping tests will follow pumping redevelopment. Title 22 water samples will be collected by the onsite field groundwater geologist who will then deliver the samples to the City laboratory. Each well can be equipped, by RCS, with a downwell pressure transducer to record changes in water levels during testing. Further, specific field water quality parameters, including temperature, electrical conductivity, pH, turbidity can be collected by RCS. It is assumed that the Contractor will utilize the City's NPDES permit and the City will obtain the necessary Orange County Flood Control District (OCFCD) encroachment permits for discharges performed to local storm drains and channels at/near each site. Near the end of pumping, a final spinner survey will be performed in each well to help determine if changes in flow regime have occurred downwell. (See Subtask 5.11, below.)

Subtask 5.11: Spinner Surveys & Depth-Specific Sampling. A dynamic spinner survey and depth-discrete sampling can be performed in each well, should the City wish to conduct such surveys. It is anticipated that the pumper will remove the test pump shortly after completion of this testing and then chlorinate each well.

Subtask 5.12: Final Spinner & Video Surveys. Following test pump removal, a final video and static spinner survey of each rehabilitated well will be performed to help document the final post-rehabilitation condition of each well.

Task 6 – Prepare Summary of Well Rehabilitation Operation Reports

Prepare a separate Summary of Well Rehabilitation Operations report for each well to help document the rehabilitation operations. Each report will discuss rehabilitation operations and summarize our observations regarding rehabilitation work. Final recommendations regarding new production rates will also be provided in the report. This report will consist of the following:

- A chronologic history of well rehabilitation operations.
- A description of each method used and the results of those methods.
- Daily field reports by the onsite field groundwater geologist.
- An evaluation/analysis of the final pumping tests in each well and an assessment of new pumping capacities and specific capacities.
- Recommendations for the pump depth setting and pumping rate for the permanent pump in each well.
- Discussion of the water quality conditions based on the final Title 22 sampling results.
- Photographs to help document rehabilitation methods.
- Supporting documentation on well rehabilitation operations, including but not limited to types and volumes of chemicals, if used, the Contractor's daily records, pumping redevelopment and testing sheets, and laboratory results of collected water, bacteriological and scale samples.
- The reports will also have attendant tables, figures, and drawings to help document work conducted on the wells.

A Draft report can be submitted to the City Staff for their review and comment. Following that review, City comments will be incorporated, and the Final report will be submitted to the City as an Adobe PDF file.

Task 7 – Miscellaneous On-Call Hydrogeologic Services

RCS will provide City with hydrogeologic services at the request of City Staff, on an as-needed basis. These services will be used if additional and/or anticipated services are needed on the project. For example, currently it is not anticipated that any of the wells will need either a liner or swaged well patches. However, should it be revealed in a subsequent video camera survey that such work may need to be required, then our field monitoring services can be included under this task.

Also, RCS can assist the City in the creation of a Well Rehabilitation Priority Matrix. This matrix can be used as a tool by the City, if desired, to determine scheduling for future well rehabilitations, based on, for example, declines in production rates, specific capacities, water quality changes, and age of the well.

In addition, RCS uses analytical element modeling (AEM) programs to evaluate the impact of pumping of a well (or wells) on other proximal active wells. Additional modeling scenarios may consist of conducting capture zone analyses for a pumping well or wells.

Further, also under this task will be hydrogeologic services associated with the siting, preliminary design, preparation of Technical Specifications and field monitoring/observation of proposed new wells, should the City desire such services. This will also include services for other hydrogeologic projects that the City may wish RCS to undertake over time.

Currently, it is difficult to proposed costs for the on-call services, due to many unknowns. However, RCS has assigned a negotiable cost to this task and can provide the City with a

proposal for each specific project, upon request by City Staff. Our work during this task will be on a time & expense (T&E) basis.

CIVILTEC SCOPE OF ENGINEERING SERVICES

Civiltec can provide the requisite engineering services outside RCS capabilities and experience. As such, Civiltec will provide specific engineering support to RCS specifically for Well Nos. 8 and those tasks to be performed by RCS. However, Civiltec can also provide a range of other services that may be useful to the City and selected by the City as needed. These tasks are detailed below.

Task 1 – Planning and Testing Services

1.1 - Subtask 1Utility and As-Built Drawings Review. Civiltec will request, obtain, and review record drawings of all affected areas within the project limits. We will perform a record and data search consisting of survey information obtained as part of the research efforts. A composite utility base map will be prepared utilizing information received from the agencies and records research, as well as incorporating a topographic survey map.

Task 2 - Reconnaissance and Site-Specific Services

Subtask 2.1 - Base Map Preparation. Civiltec can provide topographic surveys (or drone a. aerial survey) of the sites including the potential construction area to locate all existing improvements and establish horizontal and vertical control for construction. Topographic mapping will be at a scale of 1-inch equals 20 or 40 feet with 1-foot contours. A hard copy of the site survey map will be submitted in electronic AutoCAD and PDF files for your use. We are currently bringing drone aerial surveying in house in California to better serve our clients. We have been providing this service in Arizona for a couple of years. Our drone pilots are registered land surveyors and have their UAS commercial level Pilot Certification. Civiltec will coordinate with the City to perform a boundary survey for as-needed legal description easement and/or encroachment permits. Up-to-date Preliminary Title Report and supporting documentation will be acquired before the commencement of the boundary survey.

Subtask 2.2 - Preliminary Design Report (PDR). Civiltec can prepare a Water Quality Analysis and Review of Basin Study Report. For this report, Civiltec will review the available water quality data relative to drinking water standards formulated by the U.S. Environmental Protection Agency (EPA) and the Division of Drinking Water (DDW). Civiltec will acquire available groundwater quality data from the City and other adjacent water purveyors that extract water from the basin. All water quality data acquired will be compared with California's maximum contaminant levels (MCLs) under Title 22 of the California Code of Regulations. A complete general/physical analysis of the regulated and unregulated contaminants generally present in groundwater will be performed. Civiltec will also evaluate the upcoming regulation and incorporate the impact on the analysis.

General PDR Discussion Items	
Pipeline Sizing and Alignment Alternatives	Pipeline Material Selection
Site Layout Design	Building Layout
Reservoir Retrofit Options	Drainage Facility for the Site
Electrical and SCADA Requirements	Radio Survey
Permit Requirements	Engineer's Opinion of Probable Const. Cost
Schedule	

In addition, Civiltec can prepare an overall site plan and layout of the piping systems, well site, treatment plant, booster stations, storage facilities, electrical systems, control systems, and overall space requirements identified in the PDR. All the layouts will be prepared in AutoCAD and included with the PDR. This task is essential to confirming the space required for the proposed facility.

Further, Civiltec can evaluate the electrical and SCADA requirements for City-selected wells. The following services will be provided by Civiltec's in-house electrical/controls staff. The following are typically included in the electrical and control section of the PDR.

Electrical and Controls Section of the PDR	
Provide and document coordination with electrical utility company.	Prepare an assessment of security needs from discussion of historic security issues at the site and any vulnerability assessment requirements.
Upgrade existing electrical service entrance, distribution switchgear and utility transformer based on well pump motor horsepower and other electrical loads.	Provide requirements for the motor starters to include interfacing with on-site remote terminal unit (RTU).
Provide new instrumentation and controls based on the City's requirements, including interfacing with the on-site RTU.	Determine electrical, instrumentation and control requirements for the disinfection system as well as interfacing with on-site RTU.
Determine electrical, instrumentation and control requirements for the disinfection system as well as interfacing with on-site RTU.	Determine electrical, instrumentation and control requirements for the treatment system, if needed, as well as interfacing with on-site RTU.
Ensure that the facility complies with local noise ordinance and the City requirements.	Design a transfer switch for connection to a roll-up generator.
Provide a baseline approach and requirements for the SCADA design and systems integrator to finalize the design.	Provide an engineer's opinion of probable construction cost.

Subtask 2.3 - City Permitting. The Building and Safety Department and Fire Department will be involved in the design of a new chloramination building(s) and pump building. Civiltec can coordinate required documents, as needed.

Task 3 - Final Construction Drawings and Bidding Documents

Subtask 3.1 - Preparation of Bid Documents. Following PDR approval from the City, Civiltec will prepare necessary contract documents (construction plans, typical details, specifications, and cost estimates) for the project, based on the design criteria, recommendation and preliminary plans included in the PDR, input from the City and conformance with the City's standards and specifications for equipment preferences. The City's boiler plate documents will be used for contract documents (contract, general conditions, special project conditions, bid forms, etc.). All drawings will be produced in AutoCAD. The preparation of the contract documents will be completed in 60%, 90% and 100% submittal documents. The standard plans and prior to each submittal to the City, the submittal package will be reviewed through our QA/QC process.

Design Package	
Mechanical. Design drawings include process piping plans, sections and details of equipment, pump to waste, vaults, valves, and details of the treatment system. A schedule of valve, instruments and process equipment will be included.	**Civil and Pipeline.** Design drawings including a demolition plan, grading, and paving plan, yard piping plan, and standard civil details.
Electrical. Design drawings and details include electrical system and abbreviations, fixture schedule, single line diagram, equipment elevations, schematic diagram, detail of motor operated valves, lighting plan, conduit and wiring schedule, and grounding plan. Design drawings and detail for the new service center and programable logic control (PLC). Details of the integration include, but are not limited to, the connection of all new equipment and at the disinfection facility including HVAC to the new service center and weather protected enclosure and incorporation of flowmeter, pressure transducers, turbidity meter, and flow totalizer.	**Instrumentation.** Symbols, nomenclature, and process instrumentation loop diagrams and the process control narrative and location and design of radio equipment support system. The process control narratives will be submitted to the City and the SCADA consultant for review and comments.

Subtask 3.3 – Bidding Assistance. In conjunction with RCS efforts, Civiltec can prepare a detailed engineer's opinion of probable construction cost for the project, can provide costs for items identified in the bid schedule of the contract specifications, prepare for, and attend a pre-bid meeting, and aid the City in the bidding and award of the contract. These tasks will include answering contractor's questions, issuing addenda, attendance at a mandatory pre-bid meeting, reviewing the bids and assisting the City in recommending award of contract.

Task 4 – Construction Services

Civiltec can provide the following engineering services during construction. The tasks encompassed by these engineering services may consist of the following tasks:

- *Pre-Construction Meeting.* Civiltec can attend the pre-construction meeting with the selected contractor, the City construction manager, and field observer.
- *Submittal Review.* Civiltec will review submittals and shop drawings for the project and organize them in a tracking log. Our review turnarounds are typically less than a week.
- *Request for Information (RFI).* Civiltec will prepare detailed plans and specifications to cover all construction obstacles and anticipate very minimal number of RFIs issued by the contractor. We will provide detailed responses to all RFIs.
- *Engineering Support.* Civiltec can evaluate the contractor's change order and progress payment requests, make recommendations to the City for approval, and assist the City in the negotiations with the contractor for change order requests.
- *Observation and Survey Support.* Civiltec will provide observers and surveyors as needed for project field oversight.

- *Built Drawings*. Civiltec will prepare record drawings along with the digital electronic file in the latest AutoCAD version once the redlined drawings from the contractor and the City's field observer are received.

PROEJCT SCHEDULE

RCS has much experience in the schedule of well rehabilitations. However, it has also been our experience that with well rehabilitations, issues surface that may change the course of work and possibly result in change orders that will be generated by the well rehabilitation contractor. Nevertheless, scheduling and completion of the work can be made more efficient, if well rehabilitation is performed for multiple wells, under one contract, instead of creating separate contracts for each well. With this concept there are two options: shutting down three wells at a time and conducting rehabilitations in parallel; or performing rehabilitation consecutively, moving from one well to the next as rehabilitation progresses under a single contract. Thus, ultimately the schedule depends on the City's logistics in keeping the wells operational, as needed, and shutting down those that need rehabilitation. In addition, this schedule considers only the actual rehabilitation work on the wells and does not include the installation of new pumps or reinstallation of re-built pumps because of the current long, unknown, lead times associated with obtaining and/or rebuilding the pumps. Further, these schedules are highly dependent upon the actual work that will be performed on each well, as well as the Contractor's availability and scheduling, and will likely change accordingly.

Task	Duration (weeks from Kick-off meeting)
Well Evaluations (for the six City wells)	8 to 12
Preparation of Technical Specifications (if performed)	10 to 18
Well Rehabilitation (under one contract for multiple wells)	30 to 52
Summary of Well Rehabilitation Operations Reports	52 to 60

QUALITY CONTROL/QUALITY ASSURANCE

RCS is generally known for the quality of its work and deliverables. This is accomplished through an internal company process whereby any field work performed and reports generated by Senior and/or Staff professionals are submitted to review by several members of the team. Further, the firm also employs regular meetings to discuss work performed, consideration of new approaches for the project, if applicable, and reports generated.

Draft documents are initiated during the work and updated as work progresses on the project to help keep the deliverable on time and on budget. When completed, the draft documents are sent through the interval review process. Following if , the draft documents are then provided to the client for their review to provide any additional data and/or information regarding City operations that RCS may not have knowledge of or be aware of. Once comments are received by RCS from the City, the Draft documents are again submitted to City Staff for a final review and completeness check. When a final set of comments are received from the City, the documents are finalized.

APPENDIX

RESUMES OF KEY PERSONNEL

RICHARD C. SLADE, PRESIDENT & PRINCIPAL GROUNDWATER CONSULTANT
Richard C. Slade & Associates LLC Consulting Groundwater Geologists

HIGHLIGHTS

Education
University of California, Los Angeles, B.A., Geology, January 1966
University of Southern California, M.S., Engineering Geology, 1974

Registrations/Certifications
Professional Geologist, State of California
Certified Engineering Geologist, State of California

Professional Experience

Major fields of hydrogeologic emphasis for Mr. Slade include groundwater resource development (basin-wide studies, and water well design and construction), and aquifer analysis. Principal projects have involved, evaluations of entire groundwater basins, aquifer test analyses, assessment of water quality problems and groundwater degradation, design of water wells for municipal supply, well rehabilitation assessments, monitoring of all phases of water well construction, locating and designing groundwater monitoring networks, and providing expert witness testimony for groundwater litigation. Considerable work has also been performed for numerous vineyards and wineries in both the Central Coast and Northern California regions; types of work have included feasibility studies for determining final locations for new wells, designing new wells, monitoring of the construction of new wells, working with drilling contractors, evaluating down-hole problems (such as sanding) in existing wells, and developing protocol for water well rehabilitation.

Hydrogeologic studies have also involved evaluation of hazardous wastes such as acid mine drainage, leachate from sanitary landfills, and groundwater degradation resulting from leaking underground storage tanks containing various chemicals and organic compounds. Numerous groundwater studies and monitoring projects have involved volatile organics (TCE, PCE, etc.) and subsurface gasoline spills. Hydrogeologic assessments and definition of appropriate mitigation measures for environmental impact analyses have been provided also. Important to Mr. Slade's broad background is the experience gained while being a participant with other geologists on international geologic study tours to Europe, Iceland and Scandinavia, the former Soviet Union, South America, the People's Republic of China, Africa, New Zealand and Australia. Local groundwater and surface water features, large faults and landslides, mines, and oilfields were visited in these countries.

In December 2008, based on the recommendation of the Administrative Committee (the water managers for the cities of Burbank, Glendale, Los Angeles and San Fernando, and the Crescenta Valley Water District), the Superior Court of Los Angeles County selected Mr. Slade as the new Watermaster for the entire Upper Los Angeles River Area (ULARA). Mr. Slade represents only the third Watermaster of ULARA since the date of the original adjudication of the region in January 1979.

Experience History

RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS. Independent consulting practice established in 1983 to provide technical, professional, and direct personal services to the groundwater industry. Hydrogeologic projects have included groundwater resource development; locating and designing water wells; assessing potential degradation resulting from hazardous waste sites and sanitary landfills; conducting water level and water quality monitoring from monitoring networks; defining aquifer characteristics from long-term aquifer tests in active wells; observation and monitoring of water well construction; providing expert witness testimony for a variety of groundwater cases; and providing hydrogeologic elements and mitigation measures for environmental assessments.

GEOTECHNICAL CONSULTANTS, INC., 1970-1983. Joined the firm in 1970 as an engineering geologist and hydrogeologist. Advanced to Associate in 1975. Participated in and supervised geotechnical and hydrogeologic projects of various complexities, from the feasibility level through final design. His investigation and reports have analyzed faults and seismicity, earth materials, and groundwater problems for such facilities as dams, reservoirs, treatment plants, tunnels, industrial and residential buildings, sanitary landfills and groundwater basins. Major experience has involved field mapping, logging of bore holes, monitoring of groundwater observation holes, data analyses, and report writing.

EARL F. LAPENSEE, SENIOR GROUNDWATER GEOLOGIST/PROJECT MANAGER
Richard C. Slade & Associates, LLC Consulting Groundwater Geologists

HIGHLIGHTS

Education

- University of California, Los Angeles, B.S., Geology, 1983
- University of California, Riverside, M.S., Geological Sciences, 1986, Trace-element geochemistry specialty

Registrations/Certifications

- Certified Hydrogeologist (HG 134) and Professional Geologist (GEO 4773), State of California
- California Community College Instructor, June 1986

Professional Experience

Mr. LaPensee has been a Groundwater Geologist/Hydrogeologist with the firm since 1989. Major projects while with the firm have included the hydrogeologic assessment and analysis of groundwater basins in southern and northern California and the exploration for and development of groundwater in those basins. Mr. LaPensee's current focus has been on projects involving the development of groundwater in southern California groundwater basins encompassing the siting, design and technical oversight of construction and rehabilitation for municipal- and irrigation-supply water wells. In addition, Mr. LaPensee has also provided technical oversight in the siting, design and testing of aquifer storage and recovery (ASR) wells and groundwater monitoring wells for hazardous waste sites.

In order to perform an analysis of groundwater basins and hazardous waste sites, Mr. LaPensee uses several data elements in the evaluation process such as:

- Geology and hydrogeology.
- Water-level and water-quality data.
- Driller's logs of wells.
- Surface geophysical surveys (when deemed appropriate).
- Downhole geophysical surveys (electric logs) and electric log correlation of aquifer systems.
- Downhole flowmeter (spinner) surveys.

These elements are synthesized in groundwater projects to aid in the selection of suitable well sites and test drilling methods; determine depths of well drilling; outline types of testing to be performed in test hole drilling; select suitable types of well casing and other well construction materials; outline appropriate mechanical, chemical, and pumping development methods; define aquifer testing protocol; formulate groundwater sampling methods using accepted protocol for such contaminants as hydrocarbons, metals, and volatile organic compounds (VOCs), and; estimate key aquifer parameters and production capabilities based on the resulting drilling and testing data.

Experience History

RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS, August 1989 to present. Employment position is of Senior Groundwater Geologist with major responsibilities as a project manager directed towards groundwater evaluation, exploration, and development projects. The areas of responsibilities in these projects encompass: preparation of proposals and cost estimates for various types of hydrogeologic projects; preparation of technical specifications for new well projects and well rehabilitation; providing technical and administrative oversight of well drilling and rehabilitation, construction, development, and testing activities on well projects, and; the preparation and completion of final project reports.

APPLIED GEOSYSTEMS, 1988 to 1989, Project Geologist. Responsibilities encompassed the overview and management of commercial hazardous waste site investigations, including the installation of vadose-zone and groundwater monitoring wells, aquifer testing, and computer modeling of aquifer test data.

ECOLOGY AND ENVIRONMENT, 1987 to 1988. Associate Geologist. Responsibilities encompassed the assessment and investigation of Federal and California Superfund sites (soil and groundwater), including the installation of groundwater monitoring wells, aquifer testing, geophysical surveying (utilizing ground penetrating radar, electro-magnetic, and resistivity methods), and computer processing and modeling of geophysical data.

CIVILTEC engineering inc.

C. SHEM HAWES, PE
PRINCIPAL, SENIOR ENGINEER

PROFESSIONAL REGISTRATION
Professional Civil Engineer
California No. 69578

EDUCATION
B.S. Civil and Environmental Engineering, University of Utah, 2002

PROFESSIONAL AFFILIATIONS
Orange County Water Association
Southern California Water Utilities Association

SUMMARY

Mr. Hawes has 18+ years (13+ with ***Civiltec***) of water and wastewater experience. During his tenure at ***Civiltec***, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of project manager and/or senior engineer.

Water engineering experience includes the planning, design and construction management of water facilities including pipelines, booster pump stations, reservoirs and water treatment facilities. He has prepared design reports, urban water management plans, master plans, drought contingency plans, directed modeling efforts for distribution facilities, developed operations and maintenance manuals, prepared permits through the Department of Public Health and created process and instrumentation diagrams.

SELECT PROJECT EXPERIENCE

Valley Center and Santa Clara Wells,
Santa Clarita Water Division of Castaic Lake Water Agency
Project Manager. Completed designed and construction managed two new 1,500 gallons per minute wells. This project included well design, evaluation of pumping equipment, water system computer modeling, 12-inch discharge piping and appurtenances, 480-volt motor controls and telemetry, site security features, and site improvements. Coordination was requirement for new services with the Southern California Edison.

Well No. 20, Yorba Linda Water District
Project Manager/Designer. This project involved design and equipping of a 3,000 gallons per minute production well. Design work included a 400-horsepower pump and ancillary equipment including automatic pump to waste features, a pump control valve, and a new on-site sodium hypochlorite disinfection, chemical storage and metering disinfection facility. Improvements were also provided for the existing Well No. 11's electrical system and programmable logic control upgrades.

Production Well No. 2, Three Valleys Municipal Water District
Project Manager. Responsible for mechanically and electrically equipping the 1,000 gallons per minute capacity well, including a 250-horsepower motor. The improvements allow Well No. 1 to direct flow with Well No. 2 to three different points of discharge automatically. Well design also included wellhead equipping, site improvements, a pump to waste system, discharge piping, automatic valve control features to direct flow to clear wells or to the Miramar Surface Water Treatment Plant, and disinfection facilities inclusive of ammonia and sodium hypochlorite injection.

Crownhaven Well Replacement and PFAS Treatment, California American Water
Project Manager. Building on existing analysis (prepared by another consultant) this project is designing the PFAS ion exchange removal system and a well pump to provide 1,800 gpm flow capacity. Additional tasks include obtaining permits, design of a discharge to waste pipeline, upgrade to the mechanical, electrical and chemical feed system, and abandonment of the existing well. Project will also include construction administration services.

CIVILTEC engineering inc.

STEVEN M. WALKER, PE
SENIOR PROJECT ENGINEER

PROFESSIONAL REGISTRATION
Professional Civil Engineer
California No. 86693
Professional Civil Engineer
Florida No. 64693

EDUCATION
B.S., Environmental Engineering, University of Florida, 1999

PROFESSIONAL AFFILIATIONS
American Water Works Association
Southeast Desalting Association

SUMMARY

Mr. Walker has 20+ years (recently joined ***Civiltec***) of experience in all aspects of planning, design and construction oversight of municipal water and wastewater systems. His experience includes treatment, conveyance, pumping and storage systems. His planning experience includes computerized hydraulic modeling and construction cost estimates of present and future system needs. He also brings a broad understanding of pump selection requirements in both constant speed and variable frequency drive applications. His background in construction oversight and startup and testing of pumping systems brings the added value of being able to aid in trouble shooting anomalous operational difficulties.

SELECT PROJECT EXPERIENCE

Miragrand Well Equipping, Three Valleys Municipal Water
Project Engineer. Project includes planning, design and construction management for a new 700 gallon per minute well. This includes above-grade discharge piping, 200 horsepower electric motor, capability to disinfect the well production at the well head, a new switchboard and motor control center system, a new fieldstone rock façade well enclosure building, telemetry and programmable logic control (PLC) equipment, a new flush to waste system, access to the wellhead, site drainage and grading, new SCE service, and aesthetically pleasing site improvements such as rural fencing, decomposed granite pathways and rock drainage swales.

Crownhaven Well Replacement and PFAS Treatment, California American Water
Project Engineer. Building on existing analysis (prepared by another consultant) this project is designing the PFAS ion exchange removal system and a well pump to provide 1,800 gpm flow capacity. Additional tasks include obtaining permits, design of a discharge to waste pipeline, upgrade to the mechanical, electrical and chemical feed system, and abandonment of the existing well. Project will also include construction administration services.

Well No. 8 PFAS Ion Exchange Treatment Plant, California Domestic Water Company
Project Engineer. Under a design-build contract, this project performed a complete utility and data research of the site and hydraulic assessment. Design plans are being developed for three ion exchange (IX) vessel pairs in lead-lag configuration to allow for treatment of PFAS. It utilizes beaded resin media with high selectivity for PFAS and it requires no regenerate chemicals or brine solutions. Design also included the IX vessels anchor bolt plan and structural pad plan.

Well No. 7, City of Inglewood
Project Engineer Project included design and construction services for the drilling of a new well to provide high quality groundwater to the Inglewood potable water system. Coordinated with a local drilling subcontractor for drilling operations and testing to confirm the desired 800 gpm production capacity was feasible. Performed the pump sizing and selection using the testing data for depth and flow capacity. Onsite treatment for the raw well water included disinfection with sodium hypochlorite and fluoride injection, and residual monitoring systems. Project also included coordination of design integration via telemetry to the existing SCADA system, new building structure to house the well equipment and treatment systems, new start up waste to drain structure, new 36-inch RCP drainage piping to tie into an existing storm drain trunk line, standby emergency power system and construction inspection and startup services. (Individual Experience)

FEE PROPOSAL
FOR HYDROGEOLOGICAL/WELL REHABILITATION CONSULTANT SERVICES
CITY OF FOUNTAIN VALLEY, ORANGE COUNTY, CALIFORNIA

This Fee Proposal provides an estimate of consulting costs prepared by Richard C. Slade & Associates LLC, Consulting Groundwater Geologists (RCS), for on-call field and office services regarding the evaluation and rehabilitation project for City of Fountain Valley (City) wells, in Orange County, California, and other on-call hydrogeologic services. For these other on-call hydrogeologic services, an initial, preliminary budget is proposed herein. However, due to the unknown nature and duration of such future services, RCS will provide the City with cost proposals at the specific request of the City for each future project to be performed under other on-call hydrogeologic services. The estimated budget provided herein is submitted in response to a Request for Proposal (RFP) distributed through Planet Bids by the City in January 2021.

RCS will Team with one subconsultant, Civiltec Engineering Inc. (Civiltec) of Monrovia, California, (herein RCS and Civiltec is referred to as the "Team") to provide the necessary engineering support on the project. However, because they are a subconsultant to RCS, a markup rate of only 5% on their future costs on this project will be assessed.

COST ESTIMATE FOR TEAM SERVICES

For the proposed project, RCS can only provide preliminary cost estimates for the first task and not for the remaining tasks, due to the large number of unknowns associated with any unforeseen situations or circumstances. Consequently, the cost estimate breakdown of each task is as follows:

Task 1	Kick-Off Meeting (City Staff with the Team)	$5,900
Task 2	Review and Evaluate Well Data & Prepare Memoranda	TBD
Task 3	Prepare Technical Specifications	TBD
Task 4	Pre-Bid Meeting and Bid Assistance	TBD
Task 5	Field Monitoring of Well Rehabilitation Operations	TBD
Task 6	Prepare Summary Reports	TBD
Task 7	Miscellaneous On-Call Hydrogeologic Services	TBD

As noted above, there are various unknowns and there could be unanticipated tasks that cannot be ascertained at this time. Thus, costs for Tasks 3 through 7 cannot be reliably evaluated and proposed to the City at this time, and will need to be determined (TBD) and negotiated with the City at a later date. RCS has considerable experience in providing the various groundwater services requested for the City's on-call services.

The Team's services will be billed monthly on a time-and materials basis, in accordance with the attached Schedule of Charges for each Team. Anticipated work to be performed by RCS for field monitoring of well rehabilitation is virtually entirely dependent on third-party contractor

operations for rehabilitation of each well. Also, the Team's on-call hydrogeologic/engineering services shall also be billed at the same rates as shown in each of the firm's attached Schedule of Charges and will be billed on a time & expense basis.

RCS SCHEDULE OF CHARGES
EFFECTIVE UNTIL DECEMBER 31, 2021

Professional Services	**Hourly Rates**
Principal Groundwater Geologist	$296.00
Senior Groundwater Geologist	$248.00
Staff Groundwater Geologist	$186.00
Field Groundwater Geologist	$127.00
Clerical	$ 98.00
Field Equipment Charges	
Pressure Transducers (water level & barometric pressure monitoring during pumping tests)	$ 50.00/wk.
Electric Tape Water Level Probe	$ 25.00/day
Field Water Quality Probe (T, pH, EC)	$ 50.00/day

Litigation, Depositions and Testimony

Depositions and trial testimony are charged at twice the hourly rate (4-hour minimum/day).

Travel Time and Mileage

Travel time for meetings and/or to job sites will be charged at our standard hourly rates. Mileage is charged at the current IRS rate.

Administrative Fee

In-house costs for phone, e-mail, fax, regular postage, printing, copying, binding, and records retention, unless otherwise provided for in our project proposal Scope of Services, will be charged an Administrative Fee of total project labor charges multiplied by 2.5%.

Outside Services

All services and materials not ordinarily furnished by RCS, including subcontracted services (i.e., water quality laboratory testing), delivery services, reproduction and printing, etc., are billed at cost + 15%. Reproduction costs for large format printing, and/or high volume reproduction and binding of hard copy reports performed in-house by RCS staff, will be billed at rates similar to comparable outside services.

Conditions

RCS reserves the right to update this Schedule of Charges on January 1 of each year (the beginning of our Fiscal Year). Invoices are issued at our option on a monthly basis or when the work is completed. A service charge of 1½% will be payable on any amount not paid within 30 days. Any attorney fees or other costs incurred in collecting delinquent charges shall be paid by the client.

Client will furnish rights-of-way to land as required for field visits and field operations, such as sampling or testing of water wells.

CIVILTEC RATE SCHEDULE
EFFECTIVE UNTIL DECEMBER 31, 2021

Senior Principal Engineer	$250.00
Principal Engineer	$240.00
Principal Engineer - Expert Witness Testimony	$375.00
Senior Engineer	$230.00
Senior Project Manager	$220.00
Principal Electrical Engineer	$205.00
Project Manager	$200.00
Senior Project Engineer	$195.00
Project Engineer	$190.00
Senior Designer	$185.00
Staff Engineer	$150.00
Designer	$140.00
Designer/Drafter	$125.00
Planning Technician	$110.00
Resident Engineer/Observer	$110.00
CAD Technician	$105.00
Junior Engineer	$80.00
Administrative Assistant/Clerical	$80.00
Two Man Survey Party	$240.00
Survey Manager	$180.00
Staff Land Surveyor	$125.00
Subcontracted Services	Cost plus 15%
Mileage	$0.545/mile

NOTE: All rates are effective until December 31, 2021. Any increases in rates after that date will be limited to 5% maximum.

EXHIBIT "B"

INSURANCE SPECIFICATIONS

EXHIBIT "B"

INSURANCE SPECIFICATIONS

Without limiting CONSULTANT's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULANT 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, that is 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 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☒ **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 CONSULTANT arising out of or about the 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 dollars combined single limit for each accident.

☒ **Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $ 1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ **Umbrella or excess liability insurance.** CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☒ **Professional liability (errors & omissions) insurance**

CONSULTANT shall maintain professional liability insurance that covers the services to be performed about this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim 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.

☐ **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on CONSULTANT's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per the claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of *three years after project* completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ **Explosion, collapse, underground insurance.** CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with "XCU" or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

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 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 AGREEMENT insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the performance of this AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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's 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

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 CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications 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 anytype.

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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies. Coverage available to the additional insured shall be primary and non-contributory.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONSULTANT shall give 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.

AMENDMENT NO. 1 TO CON 1096 FOR HYDROGEOLOGICAL/WELL REHABILITATION CONSULTANT SERVICES

THIS FIRST AMENDMENT to CON 1096 is made and entered into this 19th day of September, 2023, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation (hereinafter "CITY"), and Richard C. Slade & Associates LLC (hereinafter "CONSULTANT").

Recitals

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for Hydrogeological/Well Rehabilitation Consultant Services CON 1096 dated April 20, 2021, ("AGREEMENT"); and

WHEREAS, the AGREEMENT was for an amount not-to-exceed $150,000.00 and expires June 30, 2024; and

WHEREAS, the parties desire to expand the scope of services called for under the AGREEMENT to provide for additional Hydrogeological/Well Rehabilitation Services, and to provide CONSULTANT with additional compensation of an amount not to exceed $43,583.13; and

WHEREAS, CITY has not expended the TOTAL CONTRACT SUM provided for in the AGREEMENT but, the funds remaining under the AGREEMENT are insufficient for the proposed additional Hydrogeological/Well Rehabilitation Services; and

WHEREAS, the parties desire to amend the AGREEMENT to increase the TOTAL CONTRACT SUM by $43,583.13 through June 30, 2024 for an amount not exceed $193,583.13.

Now therefore, the parties do hereby agree that:

1. The compensation provided to CONSULTANT shall be increased by an amount not to exceed $43,583.13.

2. The scope of services and compensation provided to CONSULTANT shall not exceed a TOTAL CONTRACT SUM of $193,583.13.

3. That the AGREEMENT, as amended, shall remain in effect until June 30, 2024.

4. Except as specifically stated herein, all other terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

ATTEST:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

_____
Kim Constantine, Mayor

APPROVED AS TO FORM:

_____
Attorneys for the City

CONSULTANT

_____
Richard C. Slade, President

APPROVED AS TO CONTENT:

_____
Scott Smith, Director of Public Works

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Restated and Amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County (ILJAOC)

Three-Year Strategic Goals

☐ Enhance the culture and environment of "A Nice Place to Live"
☒ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☒ Attract and retain quality staff through best practices and trends
☐ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

The Integrated Law & Justice Agency for Orange County (ILJAOC) JPA agreement was originally created September 2008 and was last updated in June 2015. Staff is requesting City Council adopt Resolution No. 9898 to restate the commitment to continue with the JPA and update the agreement. This agreement shall continue to remain in effect until the City of Fountain Valley withdraws or the agency dissolves.

DISCUSSION:

The purpose of ILJAOC is to cooperate with each Member Agency in the exercise of some or all of their powers to establish a separate agency to facilitate the integration and sharing of criminal justice information/data. ILJAOC provides the greatest opportunity to utilize economies of scale to facilitate a single source for the development, evaluation, and implementation of law enforcement integrated processes and ever-changing electronic equipment utilized in the Orange County criminal justice system.

Since 2015, through connection with ILJAOC the City of Fountain Valley has been able to streamline services and put tested, proven, and high quality equipment/software into the hands of our sworn and non-sworn personnel. ILJAOC has also been responsible for the development and implementation and continued evolution of the Orange County In-Time scheduling system that is responsible for coordination of Officer subpoenas through the Superior Courts. Without

ILJAOC, the City of Fountain Valley's fiscal responsibility would far exceed the annual expense.

The current members of ILJAOC include: Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, La Habra La Palma, Los Alamitos, Newport Beach, Orange, Placentia, Santa Ana, Seal Beach, Tustin, Westminster, OC District Attorney's Office, OC Public Defender, OC Probation, Orange County Sheriff's Department, Superior Court of CA, University of CA Irvine, and California State University Fullerton.

The proposed amendments to the ILJAOC JPA are procedural in nature. They clarify the voting membership of the member agencies, the process for selecting board members and alternates, and the role of member agencies without voting board members. In addition, the amended agreement would confirm the agency's ability to retain legal counsel and authorize non-Mayors to sign the Joint Powers Agreement by digital signature. This agreement will continue in full force and be in effect until the City of Fountain Valley withdraws or the agency dissolves.

Currently, the Fountain Valley Chief of Police is a designated Orange County Chiefs' and Sheriff's Association board-appointed member to ILJAOC and has full voting privileges.

FISCAL REVIEW:
Upon review of the historical fiscal data, the City of Fountain Valley has expensed $178,348 to ILJAOC. The expense covers member fees for operating, capital replacement, and citation system maintenance. Following is the fiscal breakdown since Fountain Valley joined ILJAOC:

2015-2015	$ 16,507
2015-2016	23,372
2016-2017	21,683
2017-2018	20,017
2018-2019	16,107
2019-2020	18,244
2020-2021	20,125
2021-2022	20,649
2022-2023	21,644
	$178,348

The adopted FY 2023/2024 budget includes sufficient funding for the $23,330 annual expense and will be a recurring item for future budgets. It will be expensed to the Information Services Internal Fund, 110.10.10050.53010.

As the ILJAOC has been established as a Joint Powers Authority and functions as a government agency under a Joint Powers Agreement, the requirements for competitive bidding are waived for this expenditure.

PUBLIC NOTIFICATION:
Public notification was not required for this agenda item.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney(s) for the City reviewed and approved as to form.

ALTERNATIVES:

Alternative No. 1:

City Council adopt Resolution No. 9898 for the restated and amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County.

Alternative No. 2:
Do not approve City Council Resolution No. 9898 for the restated and amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County.

RECOMMENDATION:

Staff is requesting City Council approve Resolution 9898 for the restated and amended Joint Powers Agreement for Integrated Law and Justice Agency for Orange County.

Prepared by:	Matthew L. Sheppard, Chief of Police
Reviewed by:	Scott Kim, Information Services Director
Fiscal Review by:	Ryan Smith, Finance Director
Approved by:	Maggie Le, City Manager

Attachments:

1. Amended ILJAOC Agreement
2. ILJAOC Letter
3. Resolution No. 9898
4. ILJAOC Invoice FY 2023-2024

RESOLUTION No. 9898

A **RESOLUTION OF THE FOUNTAIN VALLEY CITY COUNCIL APPROVING THE RESTATED AND AMENDED JOINT POWERS AGREEMENT FOR INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY (ILJAOC)**

WHEREAS, the City of Fountain Valley is a Member Agency of the ILJAOC, a joint powers authority, and is a party to the Joint Powers Agreement for Integrated Law & Justice Agency for Orange County ("Agreement"); and,

WHEREAS, the City of Fountain Valley previously entered into the Agreement in 2015 and remains an active participant in ILJAOC; and,

WHEREAS, the member agencies of ILJAOC joined together to establish, operate and maintain a separate agency to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries; and,

WHEREAS, the member agencies of ILJAOC propose to amend the Agreement in order to clarify the agency's voting membership and selection of board members and alternatives, among other clarifying amendments.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve as follows:

Section 1. That the City Council adopt Resolution No. 9898 approving the restated and amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC). This Agreement shall continue in full force and effect until the City of Fountain Valley withdraws or the agency dissolves.

Section 2. That the City Council hereby authorizes the Mayor to execute the Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED this 19th day September, 2023.

ATTEST:

_____
Rick Miller, City Clerk

_____
Kim Constantine, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP

_____
Colin Burns, Attorneys for the City

RESTATED AND AMENDED JOINT POWERS AGREEMENT
FOR
INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY
(ILJAOC)

This Amended Joint Powers Agreement (Agreement) is made and entered into by and between the listed cities, other entities, and County of Orange listed below, collectively referred to as "Member Agencies". This Amendment to the Agreement is dated October 24, 2022 for reference purposes.

Member Agencies

Anaheim	Fountain Valley	La Palma	Santa Ana
Brea	Fullerton	Laguna Beach	Seal Beach
Buena Park	Garden Grove	Los Alamitos	Superior Court of CA, County of Orange
Costa Mesa	Huntington Beach	Newport Beach	Tustin
County of Orange	Irvine	Orange	Westminster
Cypress	La Habra	Placentia	University of CA, Irvine Police Department
California State University, Fullerton Police Department			

RECITALS

WHEREAS, the Member Agencies entered into an Agreement entitled "Joint Powers Agreement for Integrated Law & Justice Agency for Orange County" originally dated September 3, 2008 to create the Integrated Law and Justice Agency for Orange County; and

WHEREAS, the Member Agencies previously restated and amended said Joint Powers Agreement on June 8, 2015; and

WHEREAS, the Member Agencies desire to restate and amend said Joint Powers Agreement; and

WHEREAS, the Member Agencies have and possess the power and authorization to finance, organize, and establish a public agency to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Member Agencies propose to join together to establish, operate, and maintain an agency for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Member Agencies anticipate that from time to time it may be necessary to amend this Agreement and/or consider adding new Member Agencies;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I
PURPOSE

1.01 The purpose of the Integrated Law and Justice Agency for Orange County (ILJAOC) is to cooperate with each Member Agency in the exercise of some or all of their powers to establish a separate agency to facilitate the integration and sharing of criminal justice information/data in the manner set forth in this Agreement.

1.02 Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the ILJAOC created herein, shall not have authority to impair or control any of the Member Agencies' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall

any Member Agency be required to provide additional personnel, equipment, or services to the ILJAOC, which are not already a part of the Member Agency's current operational costs, or which requires them to modify their non-ILJAOC systems or services, without their consent and full cost reimbursement from other Member Agencies or other revenue sources.

1.03 Each Member Agency expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their information services. Nothing in this Agreement shall be construed to require a Member Agency (i) to disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose, or (ii) to do any act that the Member Agency determines, in its sole discretion, is contrary to law or public policy.

1.04 The ILJAOC is intended to provide criminal justice and law enforcement officials who have a need and right to know, with comprehensive, timely, and accurate information about a criminal suspect or offender, including identity, criminal history, and current justice status. In addition, it is intended to

a) Allow criminal justice practitioners to maintain legacy databases and share only information that has been agreed upon in advance by a majority vote of the Board or the individual agency affected.

b) Reduce redundant document preparation, data entry, transmission, and storage.

c) Strive to identify and achieve common interests to enhance public safety and due process.

d) Maintain individual privacy rights, preserve protections agencies have for public records and promote appropriate access controls and security.

e) Support the development of effective criminal justice policy in keeping with the objectives of the Orange County Integrated Law & Justice Strategic Plan

("Strategic Plan") adopted by the Orange County Chiefs & Sheriff's Association in April 2001, and any amendments to that plan as approved by a majority vote of the Board.

f) Strive for the compatibility of automated systems and processes among the various components of the Orange County Criminal Justice System.

g) Acknowledge that each Member Agency is responsible for internal agency security for their records, technical support, etc.

h) Recognize that in order to achieve overall success, resources (personnel, software, hardware, etc.), will be shared willingly and in some cases unequally by the Member Agencies, as long as that cooperation does not adversely impact the mission of the sharing member.

i) Allow the Member Agencies to work together to implement the adopted Strategic Plan (and subsequent amendments to that plan), for an Integrated Law & Justice System through the information sharing which will result from that collaborative effort.

1.05 Member Agencies are not required to seek approval from the ILJAOC to purchase, install, or modify their own (non-ILJAOC owned) equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities. Furthermore, the ILJAOC has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own (non-ILJAOC owned) resources or services to other entities, which may or may not be members of or served by the ILJAOC. Any changes to software or additional hardware that have been integrated into a Member Agency's existing infrastructure as part of a requirement to implement the initiatives approved by the ILJAOC Governing Board will become the sole property of that Member Agency, when without those enhancements, the agency could no longer operate their systems independent of the ILJAOC.

1.06 Member Agencies may modify, upgrade, or otherwise alter any of their internal systems or processes without approval of the ILJAOC, as long as those modifications do not inhibit the exchange of offender data and systems implemented and/or funded by the prior action of the ILJAOC. Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the ILJAOC for any modification to that Member Agency's internal systems or processes that is mandated by the State, or by any law or regulation governing the affected Member Agency.

1.07 In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

II

CREATION OF THE INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY

2.01 By this Agreement, the Member Agencies hereby create a separate legal entity to be known as the Integrated Law & Justice Agency for Orange County ("ILJAOC"). The Member Agencies may agree on a different name for the ILJAOC.

2.02 The ILJAOC shall possess in its own name, and the Member Agencies delegate to it, the following enumerated powers:

a) To make and enter into contracts consistent with this Agreement, including, but not limited to, contracts to purchase and/or dispose of supplies and equipment to carry out the implementation of the Strategic Plan and any adopted amendments to that plan.

b) To receive compensation, gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

c) To sue and be sued in its own name.

d) To apply for an appropriate grant or grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To appoint committees, adopt rules, regulations, policies, by-laws, and procedures governing the operation of the ILJAOC.

f) To add Member Agencies to the ILJAOC as approved by the ILJAOC Board in accordance with the terms of this Agreement.

g) To execute agreements and resolutions consistent with the terms of this Agreement.

h) To appoint/hire officers, employees, and/or agents.

2.03 Said powers shall be exercised in the manner provided by California law, including, without limitation, the Joint Exercise of Powers provisions of Government Code section 6500, et seq., and, except as expressly set forth herein, the Treasurer/Controller shall be subject to the restrictions upon the manner of exercising such powers as are imposed upon the Member Agency whose employee or officer is designated as the ILJAOC Treasurer/Controller pursuant to Section 3.12 below. The Member Agency's Treasurer/Controller appointed by the Governing Board shall serve a minimum three-year term at the discretion of the Board, so as to minimize any disruptions in carrying out his/her responsibilities.

2.04 Except as provided herein, the member agencies agree that all supplies and equipment purchased by the ILJAOC shall be owned and controlled by the ILJAOC as its sole and separate property and not as property of any Member Agency.

2.05 The ILJAOC shall operate as a separate legal entity and incur debt, separate and apart from the Member Agencies, and its debts, obligations, and liabilities shall be its own and not that of the Member Agencies, except as specifically provided for herein.

III
ORGANIZATION

3.01 The membership of the ILJAOC shall be the original Member Agencies, and any additional Agencies whose admission is unanimously approved, in accordance with the terms of this Agreement, by the ILJAOC Governing Board, but shall exclude any Agencies that have opted to withdraw.

3.02 The ILJAOC shall be governed by a voting Board consisting of six (6) Member Police Chiefs, each elected for a three-year term by the Orange County Chiefs' & Sheriff's Association to represent those Member Agencies with Police Departments. The Orange County Chiefs' & Sheriff's Association shall also designate one alternate Member Police Chief to serve as a voting member in the event less than six voting Board Members are present when a vote is called. In addition to the Police Chief representatives, other voting members of the Board will be the Sheriff, the District Attorney, the Chief Probation Officer, the Public Defender, one (1) representative from the Orange County Executive's Office, who will serve at the County of Orange CEO's pleasure, the Presiding Judge of the Orange County Superior Court, the Chief Executive Officer of the Orange County Superior Court, and three (3) City Manager representatives, who shall be elected for a minimum of three-year terms by the Orange County City Managers Association, with at least one (1) of those City Manager representatives being from a "contract city" in the County. Each Board member, or in the absence of a Board member, an alternate designated in advance by each said Board Member, shall have one vote on all matters before the Board. Such alternate members may be replaced from time-to-time at the appointing Board Member's discretion. All non-elected Board Members may be removed with or without cause by their respective appointing authorities.

3.03 Each Board Member, with the exception of the Sheriff, District Attorney, and Public Defender, shall designate at least one alternate and no more than two alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency. The Sheriff, District Attorney, and Public Defender shall each designate at least one alternate

and no more than three alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency.

3.04 The representatives of non-voting Member Agencies shall be permitted to engage in discussion of agenda items with voting Board Members, including the time period after a motion has been made and before a vote is taken, and shall not be considered members of the public at any ILJAOC meeting for purposes of public comment.

3.05 Each voting Board member shall hold office until a successor is selected, elected, hired or appointed under the powers of this Agreement and each Member Agency. The term of a Board member or alternate (both voting and non-voting) who is a public official or employee of a Member Agency shall terminate upon such Board Member leaving his or her position with the Member Agency. The vacancy of such a member who has left his or her position shall be filled by selection, election, or appointment according to the selection process adopted by this Agreement and the Member Agency whose representative has left his or her position.

3.06 Board members and alternates shall not receive compensation for their service on the ILJAOC Board, but they may be reimbursed by the ILJAOC for reasonable expenses incurred in conducting the business of the ILJAOC, as provided in this Agreement, when the expenses are not paid or reimbursed by their respective employing Member Agencies.

3.07 The principal office of the ILJAOC shall be established by the Board and shall be located within the County of Orange. The Board may change the principal office from one location to another within the County of Orange. Any change of address shall be noted by the Board but shall not be considered an amendment to this Agreement.

3.08 The Board shall meet at a location as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to the Member Agencies. All meetings of the Board, including regular, adjourned, and special meetings, shall be called

and held in a manner as provided in the Ralph M. Brown Act, Chapter 9, Division 2, Title 5 of the California Government Code commencing with section 54950 et seq., as amended

3.09 All of the powers and authority of the ILJAOC shall be exercised by the Board unless specifically delegated, to the extent permitted by law, or reserved to the Member Agencies under this Agreement. Unless otherwise provided herein, each voting Board Member shall be entitled to one (1) vote. Except as otherwise provided herein, a majority of the full voting membership of the Board or their alternate present at a properly noticed meeting, shall constitute a quorum for purposes of transacting business. A majority vote of that quorum may adopt any motion, resolution, or order and take any other action appropriate to carry forward the objectives of the ILJAOC pursuant to this Agreement, with the exception of the adoption of the budget or other appropriations in excess of the adopted budget as outlined in Section 4.04 of this Agreement, in which case a two-thirds majority of the entire voting membership or their alternates is required for approval.

3.10 The Board shall designate a recording secretary to establish, distribute, and post agenda notices as required by law, keep the minutes of all open meetings of the Board, and cause a copy of such minutes to be forwarded to each Member Agency within a reasonable time after each meeting.

3.11 The Board may adopt policies, rules, and regulations for the conduct of its administrative affairs and that of the ILJAOC as may be required and that are consistent with this Agreement.

3.12 Where this Agreement requires an approval of a resolution or ordinance by any Member Agencies in any matter, the approval shall be evidenced by a certified copy of the resolution or ordinance of the governing body of such Member Agency filed with the ILJAOC. It shall be the responsibility of the Board to provide certified copies of said actions.

3.13 On an annual basis, the Board shall elect two Board members to act as Chair and Vice-Chair of the Agency for the purpose of conducting the Board meetings and performing other duties as required. The Vice-Chair may carry out all the duties of the Chair in his/her absence.

3.14 The Board shall appoint an officer or employee of a Member Agency to hold the offices of Treasurer and Controller ("Treasurer/Controller"), whose duties shall be in conformance with Government Code sections 6505 and 6505.5, and whose salary, if any, shall be established by the Board. The Treasurer/Controller shall also administer all contracts subsequent to the Board's approval and shall contract with a certified public accountant to make an annual audit of the accounts and records of the ILJAOC as provided in Government Code section 6505. The annual audit shall be submitted to the Board and each Member Agency when completed. The budget, covering a budget cycle set by the Board, shall be prepared by the Treasurer/Controller for the approval by the Board. The ILJAOC's investment policies shall be the policies of the Member Agency of the Treasurer/Controller, as those may be modified by the Board of the ILJAOC. The cost of the Treasurer/Controller in carrying out his/her duties, including, with limitation, any outside professional services, shall be reimbursed by the ILJAOC.

3.15 The Board shall have the power to appoint/hire additional officers, employees, or agents. Any officer, employee, or agent of the ILJAOC who is an officer, employee, or agent of any of the Member Agencies will continue to be subject to the Member Agency's personnel system. However, the ILJAOC may hire employees that are subject to the personnel system of the ILJAOC and said employees shall not be considered employees of any Member Agency. Any person from any Member Agency appointed by the Board to fulfill a staff position with the ILJAOC shall possess appropriate qualifications to carry out his or her responsibilities.

3.16 The Board may appoint legal counsel, by contract or otherwise, to provide legal counsel to the Board, Executive Director, and any other ILJAOC staff regarding the operations of the ILJAOC.

3.17 The officers of the ILJAOC Board shall perform all duties customary and appropriate to their respective offices and:

a) After approval by the ILJAOC Board, the Board Chair shall sign all contracts on behalf of the ILJAOC Board.

b) The secretary shall perform such duties as assigned by the Board and shall keep minutes of the Board meetings.

c) The Treasurer/Controller shall be bonded in the amount to be determined by the Board and the bond fee shall be paid by the ILJAOC. The Treasurer/Controller shall perform the duties as set forth in this Agreement.

3.18 The Board may appoint an Executive Director by contract or otherwise to oversee day-to-day operations of the ILJAOC. The Executive Director shall manage the daily operations of the ILJAOC and supervision of any other ILJAOC employees.

3.19 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all relief, pension, disability, worker's compensation, and other benefits which apply to the activities or omissions of officials, officers, employees, volunteers, or agents of any of the Member Agencies when performing their respective functions for their respective Member Agency shall apply to such person(s) to the same degree and extent while they are assigned to the ILJAOC to perform and are performing any of the functions and other duties of the ILJAOC pursuant to authority granted by this Agreement. None of the officials, officers, agents, volunteers, or employees of a Member Agency appointed to the Board or performing services at the direction of the ILJAOC shall be deemed by reason of their appointment or service to be employed by any of the other Member Agencies or the ILJAOC or be subject to any of the requirements of the other Member Agencies.

IV
BUDGET AND DISBURSEMENTS

4.01 The Board shall adopt a budget for the ensuing fiscal year(s) pursuant to procedures developed by the Board. At the conclusion of each fiscal year, the Treasurer/Controller shall make a report to the Board regarding the excess or deficiency of revenues over (or under) expenditures. Such report shall include "budget to actual" comparisons based upon the previously adopted budget. Upon receipt of the report, the Board shall determine what extent, if any, unexpended budgetary appropriations shall be

re-appropriated or whether any excess of revenues over expenditures shall be allocated or expended.

4.02 The Treasurer/Controller shall draw warrants upon the approval and written order of the Board or the Board's Executive Director. The Board shall requisition the payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board.

4.03 All funds received by the Treasurer/Controller for services provided by the ILJAOC, will be placed in object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board on a quarterly basis, unless otherwise required by the Board.

4.04 All expenditures within the approved budget shall be made upon the approval of the Treasurer/Controller in accordance with the rules, policies, and procedures adopted by the Board. No expenditure in excess of those budgeted shall be made without the two-thirds majority approval of the entire Board, and the budget shall thereafter be revised and amended.

4.05 The records and accounts of the ILJAOC shall be audited annually by an independent certified public accountant and any cost of the audit shall be paid by the ILJAOC. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. Copies of such audit report shall be filed with each Member Agency no later than fifteen (15) days after receipt of said audit by the Board.

4.06 The Member Agencies have agreed by resolution through their respective Governing Authorities to fund on a shared basis, the costs of the ILJAOC operations, and capital in excess of any grant funds, through annual budget appropriations. Each Member Agency's agreement to provide such funds in fiscal years after the fiscal year in which the

original ILJAOC Joint Powers Agreement was executed, is contingent upon appropriation by the governing body of that Member Agency of sufficient funds for that purpose. The subject resolutions shall not limit the authority of each Member Agency to cease appropriations for the ILJAOC operations as determined by their respective Governing Authorities, provided, however, that a decision to cease appropriations shall be subject to the terms of Section 6.02 below. In addition, where the ILJAOC has an obligation under the terms of this Agreement to reimburse a Member Agency for providing personnel, equipment, and/or services to the ILJAOC, the Member Agency providing such personnel, equipment, and/or services may waive its right to reimbursement. When a Member Agency incurs costs eligible for reimbursement under the terms of this agreement, those costs shall include only those which are not part of the Member Agency's pre-existing infrastructure/operation prior to the effective date of this Agreement. They also shall not include overhead charges. Costs for the ILJAOC operations referenced in accordance with this Section 4.06 shall be shared as follows:

a) Member Agencies with Municipal Police Departments and the Orange County Sheriff's Department, which serves the unincorporated area of the County as well as their "contract cities," shall be determined on a per capita served basis, with the combined total amount not to exceed 80% of total costs.

b) County of Orange; an amount not to exceed 15% of total costs.

c) The Superior Court of California, County of Orange; an amount not to exceed 5% of total costs.

d) The University of California Police Department; an amount not to exceed 0.75% of total costs.

e) California State University, Fullerton Police Department, an amount not to exceed 0.75% of total costs.

4.07 The Member Agencies acknowledge and agree that the ILJAOC will act as a conduit for the management, direction, and provision of integrated services to the

Member Agencies and to other public agencies that contract with ILJAOC for such services.

4.08 Based on information provided by the Executive Director or other designated representatives of the ILJAOC, the Treasurer/Controller shall keep a written account of any services provided to other public agencies by the ILJAOC. All revenues received from other public agencies contracting or receiving services from the ILJAOC for services shall be used to offset the costs incurred by the ILJAOC. The Governing Board shall determine whether those funds shall be placed in a Capital Reserve or otherwise allocated in the ILJAOC's Budget and/or projected costs to Member Agencies.

4.09 In establishing rates for services to non-Member Agency public agencies, the Board shall assure that the contracts for such services provide for the reimbursement of the actual expenses of providing all services of the ILJAOC, including insurance coverage for the ILJAOC's personnel and equipment. Payment for the ILJAOC services by contracting public agencies shall be made on a monthly basis, or no less frequently than on a quarterly basis (unless paid in advance) to the Treasurer/Controller of the ILJAOC. The Treasurer/Controller shall provide a written quarterly account to the Board of all revenues and expenses of the ILJAOC services to other public agencies.

4.10 The ILJAOC budget shall include the provision for a Capital Replacement fund that will provide for, among other things, the replacement of the equipment owned and operated by the ILJAOC. The ILJAOC Board annually shall recommend to the Member Agencies amounts needed for Capital Replacement. The amount of the provision for Capital Replacement in each ILJAOC annual budget will depend on the amounts appropriated by the Member Agencies for such purposes during each fiscal year. Said funds shall be transferred to the ILJAOC monthly by the Member Agencies for deposit in the ILJAOC's Capital Replacement fund. The actual purchase of new equipment and disposal of unneeded equipment shall be done whenever determined appropriate and justified by the Board.

4.11 All revenues derived from service contracts with other public agencies shall be maintained in a separate revenue account for the ILJAOC. The Treasurer/Controller

shall be responsible for accounting for all such revenue. The Board shall be responsible for determining the appropriate allocation of such funds as part of the budget adoption process.

V
LIABILITIES

5.01 Except as provided in Section 8.05 of this Agreement, the ILJAOC and the Member Agencies agree, to the extent allowed by law, that the Member Agencies shall be fully protected from any loss, injury, liability, damage, claim, lawsuit, cost, or expense arising out of, or in any way related to, the performance of this Agreement by the ILJAOC. Accordingly, the provisions of this Agreement should be broadly construed in favor of protection for the Member Agencies and interpreted to provide the fullest possible protection to the Member Agencies and Member Agency's officials, officers, agents, volunteers, and employees. ILJAOC acknowledges that the Member Agencies would not have entered into this Agreement in the absence of the commitments of the ILJAOC as specified in this Article V.

5.02 The Member Agencies acknowledge that each Member Agency may be assigning its own personnel to a cooperative pool of personnel to provide service to the ILJAOC. The ILJAOC shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of the ILJAOC, and shall maintain sufficient insurance coverage in effect at all times to cover any such claim, loss, liability, or obligation, as recommended by the ILJAOC Risk Manager and approved by the Board.

5.03 Except as provided in Section 8.05, the ILJAOC shall protect, defend, indemnify, and hold free and harmless the Member Agencies and their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by ILJAOC employees or employees of Member Agencies who are performing ILJAOC functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any

way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the ILJAOC. In addition, and without limiting the foregoing indemnification obligation, except as provided in Section 5.04, the ILJAOC will maintain sufficient insurance coverage in effect at all times as recommended by their Risk Manager, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

5.04 Any contract with a non-member public agency ("non-Member Agency") receiving services from the ILJOAC shall include a mutual indemnification provision wherein the non-Member Agency and the ILJAOC shall mutually agree to defend and indemnify the other in an amount equal to its proportionate share of liability on a comparative fault basis. The contract shall also provide that: 1) The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and 2) The obligation of the non-Member Agency and the ILJAOC pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the ILJAOC. Notwithstanding the foregoing, in situations where a non-Member Agency lacks the authority to enter into an agreement containing the specific terms specified above in this Section 5.04, the ILJAOC may enter into an agreement without such terms (or including only some of those terms) only after (1) a finding by and affirmative vote of a two-thirds majority of all voting Board members, or their alternates, that the risk of entering into such an agreement is outweighed by the benefit to be obtained by entering into the agreement, and (2) a determination by the ILJAOC's Risk Manager that insurance provisions applicable to the agreement are adequate given the specific risks presented.

5.05 Member Agencies shall be responsible for the continued provision of worker's compensation coverage for the officers or employees of the Member Agencies that are assigned to provide services to the ILJAOC and/or serve as officers or employees of the ILJAOC. In this regard, each Member Agency shall defend, indemnify, and hold harmless the ILJAOC and any other Member Agencies, and their respective officials

officers, employees, contractors, agents, and representatives with respect to any claim, loss, liability, damage, lawsuit, cost, or expense, including attorney's fees and costs, that arises out of, or is in any way related, to any industrial/worker compensation injury sustained by an officer or employee of the indemnifying Member Agency during the performance of service to the ILJAOC or the other Member Agencies under this Agreement.

5.06 ILJAOC shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the ILJAOC and each Member Agency from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance.

The Risk Manager, or his/her designee, of one Member Agency shall be designated by the Board, with the consent of the Member Agency, as the "ILJAOC Risk Manager" and shall act in an advisory capacity to the ILJAOC Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. Should a Member Agency Risk Manager not be available to serve the ILJAOC, the Board may designate someone who has comparable experience to serve in that capacity. The ILJAOC Risk Manager will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

During the term of this Agreement, the ILJAOC shall purchase and maintain sufficient amounts of commercial insurance coverage at the equally shared cost to the Member Agencies. The types, limits, retention levels, deductibles, policy forms, and carriers providing the above required insurance coverages shall be recommended by the ILJAOC Risk Manager to the Board for its approval, consistent with this Agreement.

VI
ADMISSION AND WITHDRAWAL OF PARTIES

6.01 Additional public agencies may become Member Agencies of the ILJAOC upon such terms and conditions as are determined by the Board, and upon the unanimous

consent of the ILJAOC Governing Board, so long as such addition(s) are not projected to increase costs to existing Member Agencies. Upon approval by the ILJAOC Governing Board, a written amendment to this Agreement shall be executed by all of the existing Member Agencies, as well as the additional Member Agency. Should increased costs to existing Member Agencies be anticipated due to the addition of a new public agency, unanimous approval must be received from the governing bodies of the existing Member Agencies, as evidenced by approval of resolutions and the execution of a written amendment to this Agreement by all of the Member Agencies, including the additional Member Agency.

6.02 Member Agencies have the right to withdraw from the ILJAOC. Such withdrawals, either voluntarily or involuntarily, shall be conditioned as follows:

a) Involuntary withdrawal shall mean those circumstances where a Member Agency must withdraw due to fiscal or budgetary impact of that Member Agency that results in the discontinuance or reduction of the funding for personnel, services, or equipment by that Member Agency.

b) In the case of a voluntary withdrawal, written notice shall be given one hundred eighty (180) days prior to the end of a fiscal year except that such notice requirement may be shortened (i) by unanimous approval of the Board members present at the meeting at which the Board considers shortening the notice requirement, or (ii) upon breach of this Agreement by the ILJAOC or any Member Agency, in which case the withdrawing Member Agency may withdraw effective at any time.

c) Neither voluntary nor involuntary withdrawal shall relieve the withdrawing Member Agency of its obligations for its proportionate share of any debts or other liabilities incurred by the ILJAOC prior to the effective date of the Member Agency's withdrawal (with the exception of new purchases of capital equipment after the date of the Member Agency's notice of withdrawal), nor any liabilities imposed upon or incurred by the Member

Agency pursuant to this Agreement prior to the effective date of the Member Agency's withdrawal.

d) The withdrawing Member Agency shall retain all rights and claims relating to revenues received by the ILJAOC during the time period that the Member Agency provided personnel, services, or equipment under the ILJAOC direction.

e) The withdrawing Member Agency shall be entitled to remove its personnel and any equipment whose title was not transferred in writing to the ILJAOC from the possession and control of the ILJAOC, regardless of the impact on the ILJAOC or its continued operation. The withdrawing Member Agency may also recover any other equipment no longer needed by the ILJAOC, including equipment it previously transferred to the ILJAOC, according to the terms and conditions determined by the Board in its sole discretion to be fair and equitable. The ILJAOC Board may choose to exempt a Member Agency from any of the listed conditions, but may not impose any conditions other than those listed.

VII
TERMINATION AND DISPOISTION OF ASSETS

7.01 The ILJAOC shall continue to exist and exercise the powers herein until this Agreement is terminated by a vote of two-thirds of the entire Board; provided, however, that no termination shall be complete and final until the ILJAOC has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the ILJAOC.

7.02 Termination shall occur upon:

a) The written consent of all Member Agencies; or

b) Upon the withdrawal from the ILJAOC of a sufficient number of the Member Agencies that results in a lack of effectiveness as determined by a two-thirds vote of the remaining Board Members; and

1. Full satisfaction of all outstanding financial obligations of the ILJAOC; and

2. All other contractual obligations of the ILJAOC have been satisfied.

7.03 In the event of the termination of this Agreement, any funds remaining following the discharge of all obligations shall be disposed of by returning to each current Member Agency of the ILJAOC immediately prior to the termination of this Agreement, a share of such funds proportionate to the contribution made to the ILJAOC by said Member Agency, to the extent determined by the Board in its sole discretion to be fair and equitable.

7.04 Notwithstanding any other provisions of this Agreement, the Member Agencies agree to abide by the following procedure for selling of equipment in the event this Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, the Member Agencies each shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board, which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Member Agencies in a manner consistent with the cost-sharing format outlined in Paragraph 4.06 (a), (b), and (c) of this Agreement, and any modifications to that formula adopted by the Board.

VIII
MISCELLANEOUS

8.01 <u>Amendments</u>

Except as otherwise specified in this Agreement, this Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the ILJAOC. An Amendment to this Agreement may be executed in any number of actual or digital counterparts. The counterparts together will be taken to constitute one and the same instrument. An Amendment will have effect upon execution by all Member Agencies.

8.02 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

8.03 Effective Date

This Agreement shall be effective at such time as this Agreement has been executed by the majority of the voting Member Agencies enumerated in the introduction of this Amended Agreement.

8.04 Conflicts of Interest

No official, officer or employee of the ILJAOC or any Member Agency shall have any financial interest, direct or indirect, in the ILJAOC. Nor shall any such officer or employee participate in any decision relating to the ILJAOC that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

8.05 Mediation

a) Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the ILJAOC, with respect to the ILJAOC's operations, or to any claims, disputes, demands,

differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

b) The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and the ILJAOC. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

c) Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

8.06 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.07 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

8.08 Assignment

A Member Agency shall not assign any rights or obligations under this Agreement without the written consent of all other Member Agencies.

8.09 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

8.10 Entire Agreement

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the ILJAOC and all Member Agencies.

Dated:

September 19, 2023

CITY OF: Fountain Valley

By: _____

Title: Kim Constantine, Mayor

ATTEST:

_____

Rick Miller, Clerk of City of Fountain Valley

APPROVED AS TO FORM:

_____

Colin Burns, Attorneys for City

ILJAOC

Integrated Law and Justice Agency for Orange County

- A Joint Powers Authority -

Don Barnes, Chair
Orange County Sheriff's Dept
550 N. Flower Street
Santa Ana, CA 92703
714 647-1804
ddbarnes@ocsd.org

Robert Dunn, Vice Chair
Fullerton Police Dept
237 W. Commonwealth
Fullerton, CA 92832
714-738-6825
rdunn@fullertonpd.org

Mike James,
Executive Director
949 283-0910
mike_james@iljaoc.org

Member Agencies
Cities of:
- Anaheim
- Brea
- Buena Park
- Costa Mesa
- Cypress
- Fountain Valley
- Fullerton
- Garden Grove
- Huntington Beach
- Irvine
- La Habra
- La Palma
- Laguna Beach
- Los Alamitos
- Newport Beach
- Orange
- Placentia
- Santa Ana
- Seal Beach
- Tustin
- Westminster

County of Orange, on behalf of:
- District Attorney's Office
- Probation Department
- Public Defender
- Sheriff's Department & their contract cities

Superior Court of California, County of Orange

California State University, Fullerton Police Department

University of CA, Irvine Police Department

Dear Fountain Valley Chief of Police Matthew Sheppard and City Manager Maggie Le:

The Board of Directors of the Integrated Law & Justice Agency for Orange County ("ILJ") is seeking collaboration from Fountain Valley to update the ILJ's Restated and Amended Joint Powers Agreement ("JPA Agreement").

The Board reviewed the existing JPA Agreement at its meeting on October 24, 2022 and recommended minor changes to further clarify the operation of the ILJ and its Voting Board. However, to adopt the recommended changes, the JPA Agreement requires unanimous approval from all Member Agencies.

Given that each Member Agency is governed by its own elected officials and approval procedures, we respectfully request that you route the attached amended JPA Agreement for review and approval by your agency.

Attached with this request, please find copies of the proposed amendments to the JPA Agreement and the ILJ staff report describing these changes in detail.

Should you have any questions, please do not hesitate to contact me.

Best Regards,

Mike James

Mike James
Executive Director
Integrated Law & Justice Agency for Orange County
mike_james@iljaoc.org | Cell: 949-283-0910

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 19, 2023

SUBJECT: Approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the street light maintenance and repair services contract term for an additional two (2) year term.

Three-Year Strategic Goals

☒ Enhance the culture and environment of "A Nice Place to Live"
☐ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
☐ Attract and retain quality staff through best practices and trends
☒ Maintain, build, and modernize infrastructure to support growth and future needs of the City
☐ Not applicable

EXECUTIVE SUMMARY:

The City currently maintains approximately 3,178 high-voltage streetlights on public streets. The streetlights provide lighting with various brightness from 5,800 Lumens on residential streets to 22,000 Lumens on major arterial streets. These facilities must be efficiently maintained to ensure the proper operation of the City's streetlights system.

On September 1, 2021, a Request for Proposals (RFP) 21-009 for Street Light Maintenance and Repairs Services was posted on PlanetBids to invite qualified contractors per the City's Municipal Code and Purchasing Policy (FVMC chapter 2.30.020).

Among the three (3) proposals received, Bear Electrical Solutions, Inc. (Bear) demonstrated a superior understanding and approach to the City's street lighting infrastructure and required preventative/maintenance and extraordinary repair needs. Bear has a history of and is currently providing similar services for cities throughout California including several cities in Orange County.

On October 19, 2021, the City Council approved the award of the Street Light Maintenance and Repair Services contract for Bear Electrical Solutions, Inc. Per the terms of the contract, the contract is for two (2) years, with the option for two (2), two (2)-year extensions, for a maximum possible term of six (6) years.

On October 19, 2023, the Bear Electrical Solutions, Inc. contract will expire. Based on the service and competitive pricing provided, staff is recommending that City Council approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the streetlights maintenance and repair services contract term for an additional two (2) year term.

DISCUSSION:

The City of Fountain Valley purchased the streetlights from Southern California Edison (SCE) in 2017. Since then, repairs and maintenance were performed only on an as-needed basis via the City's traffic signal maintenance contractor at the time.

On September 1, 2021, a Request for Proposals (RFP) 21-009 for Street Light Maintenance and Repair Services was posted on PlanetBids to invite qualified contractors per the City's Municipal Code and Purchasing Policy (FVMC chapter 2.30.020), and the City received three (3) proposals when PlanetBids closed. On October 19, 2021, City Council awarded the Street Light Maintenance and Repair Services Contract CON 21-63 (Munis CON 1040) to Bear Electrical Solutions, Inc. for $110,000 per year. The contract was for two (2) years with an option to extend it for two (2) additional two (2) year terms for a maximum possible term of six (6) years.

A detailed summary of tasks and unit prices list was included as part of the original contract and proposal. Not all tasks would be performed during any given year. While the cost for services was not a primary factor in the selection of qualified service providers, the hourly rates for equipment and labor offered by Bear Electrical Solutions, Inc. were competitive with those offered by other vendors and were consistent with the current rates in the industry.

On October 19, 2023, the Bear Electrical Solutions, Inc. contract will expire. In order to be able to provide reliable street lighting to our Fountain Valley residents, customers, and visitors, staff is recommending that City Council approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) for the street lights maintenance and repair services contract for a term of two (2) years.

FISCAL REVIEW:

BUDGET FOR FY 2023/2024	
General Fund (Fund 100) – Acct No. 100.50.50503.55530	$180,000.00
Total Project Budget	**$180,000.00**

As the City embarked on all things inherent in maintaining its own streetlights, the City budgeted $110,000 for Fiscal Year 2021-22, for street light maintenance and repair services. Since Fiscal Year 2021-22; however, the number of streetlight pole knockdowns, due to motor vehicle accidents, have begun to increase. These events were most evident throughout last

fiscal year, when there were eight (8) streetlight poles knocked down. Each streetlight pole knockdown is extremely costly, where costs can range from $10,000 to $20,000 each depending on the damage severity, age of pole and pole type and the equipment and labor required for each repair historically tends to encumber a large amount of the maintenance contract. Additionally, streetlight pole knockdowns are very unpredictable, and thus, it is very difficult to estimate the amounts needed for future streetlight pole-knockdowns, should they occur. In order to plan for the replacement of streetlight poles, during mid-year appropriations, City staff requested an increase in the FY 2022-23 budget by $80,000 with a revised budget total of $160,000. The City has a process in place for pursuit of reimbursement from the respective insurance companies of those who cause the damage to the streetlights.

At the beginning of Fiscal Year 2023-24, City staff requested a budget of $180,000. This budget amount was determined to account for potential and future installation of “knocked-down” poles and to budget for maintenance and repair service requests this year.

The current contract is written to be for a contract amount of $110,000 per year; however, in the event there is a future need for an increase in the street lights maintenance and repair services budget or contract, or both, staff will present a formal request to the City Council, during a future regular City Council meeting.

Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040)	
Year 1 (October 19, 2023-October 19, 2024) of Amendment No. 1 *	**$110,000.00**
Year 2 (October 19, 2024-October 19, 2025) of Amendment No. 1 **	**$110,000.00**

*Amendment No. 1 to CON 21-63 (Munis CON 1040) presented to City Council on September 19, 2023.
**Year 2 of Amendment 1 will be funded as part of the FY24-25 City Budget.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
The Attorney for the City reviewed and approved the Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) on October 19, 2021 and also reviewed and approved the Bear Electrical Solutions, Inc. Amendment No. 1 to CON 1040.

ALTERNATIVES:

Alternative No. 1: Approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the streetlight maintenance and repair services contract for a term of two (2) years.

Alternative No. 2: Do not approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the streetlight maintenance and repair services contract a two (2) year term. This is not the recommended action because the City would not be able to provide a reliable means to repair streetlights that are inoperable or destroyed due to motor vehicle accident impacts.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1, which is to approve Amendment No. 1 to Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040) to extend the streetlight maintenance and repair services contract for a term two-year term.

Prepared by:	Terri Phan, Management Aide
Co-Prepared & Recommended by:	Kyle Knoke, Associate Engineer
Reviewed by:	Temo Galvez, P.E., Deputy Public Works Director / City Engineer
Approved by:	Scott Smith, P.E., Director of Public Works
Fiscal review by:	Ryan Smith, Finance Director / City Treasurer
Approved by:	Maggie Le, City Manager

Attachment 1: Bear Electrical Solutions, Inc. CON 21-63 (Munis CON 1040)
Attachment 2: Bear Electrical Solutions, Inc. Amendment No. 1 to CON 21-63 (Munis CON 1040)

CONTRACT
CON-21-63

This AGREEMENT is made and entered into this 19th day of October, 2021, by and between the **CITY OF FOUNTAIN VALLEY**, hereinafter referred to as "CITY," and Bear Electrical Solutions, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCOPE OF THE WORK AND TOTAL AGREEMENT COST

1. **Scope of the Work.** CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to provide Street Lights Maintenance and repair Services, as described in Exhibit A, which includes Exhibit A -1 CITY's request for proposal and Exhibit A -2 CONTRACTOR's proposal, attached hereto and incorporated herein by this reference as though set forth in full. CONTRACTOR shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

2. **Labor and Materials.** All of said work to be performed and materials to be furnished shall be in strict accordance with the Exhibit A and CONTRACTOR agrees to do everything required by this AGREEMENT, Exhibit A and the contract documents. All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. **Total Agreement Cost.** CITY agrees to pay CONTRACTOR in accordance with the payment, rates, terms, and schedule of payment set forth in Exhibit A. CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done a sum not to exceed ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS ($110,000.00) per year.

NOTICE TO PROCEED AND TIMING

4. **Notice to Proceed.** No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a "Notice to Proceed" has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. **Term.**

A. The term of this AGREEMENT shall be for a two (2) year period and shall commence as of October 19, 2021 and continue through October 18, 2023.

B. The CITY, at its option and with CONTRACTOR concurrence, may renew this AGREEMENT for two (2) additional two (2) year periods on the same terms and conditions as provided herein, including a provision for a Consumer Price Index (CPI) adjustment in the

Dear Contractor:

In entering into an agreement with the City of Fountain Valley, you must designate your form of business entity. There are three basic types of business entities. They are:

1. A Sole Proprietorship
   (with or without a "dba")

2. A Partnership

3. A Corporation

In entering into contracts with the City of Fountain Valley, please indicate the complete name of your business in one of the following acceptable formats:

1. John Smith, Sole Proprietor;

   or

   John Smith, Sole Proprietor,
   doing business as "Acme Roofing"

2. Smith and Dokes, a California Partnership;

3. Smith Corporation, Inc.,
   a California Corporation

In signing the agreement with the City of Fountain Valley, you or your agent must sign in one of the following manners so the capacity in which you or your agent is signing is clear:

1. _____
   John Smith, Sole Proprietor

2. Smith and Dokes
   By: _____
   John Smith, Partner

3. Smith Corporation, Inc.
   By: _____
   Vice President

Your Public Notary must indicate your capacity when acknowledging your signature.

cost of the AGREEMENT. This option may be exercised only if the CONTRACTOR demonstrates superior performance in providing services.

C. If an increase in compensation for service in succeeding option periods is requested, the CONTRACTOR must provide detailed supporting documentation to justify the requested rate increase. The requested increase will be evaluated by the CITY, and the CITY reserves the right to negotiate, accept or reject the CONTRACTOR's requested compensation increase. This AGREEMENT's compensation terms may be adjusted by a mutually agreeable amount based on and no greater than the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, CA changes over the previous AGREEMENT period as published by the U.S. Bureau of Labor Statistics in Table A: Los Angeles-Long Beach-Anaheim CPI-U all items index, not seasonally adjusted https://www.bls.gov/regions/west/news-release/ConsumerPriceIndex_LosAngeles.htm .

Requests for price changes must be made by the CONTRACTOR in writing sixty (60) days before the end of the then-current AGREEMENT period and is subject to negotiation or rejection by the CITY. Compensation increases shall only be considered at the expiration of each AGREEMENT period.

JOB PROGRESS AND COOPERATION

6. Cooperation. CONTRACTOR agrees to cooperate with CITY and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR's strict compliance with Section 14 if extra work compensation is sought.

7. CONTRACTOR'S Independent Investigation.

A. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

B. Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent "conditions indicated" as being in existence and are provided for the convenience of the parties in making their own investigation.

PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS

8. Public Work/DIR Registration. Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. CONTACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

9. **Prevailing Wage Rates.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONTACTOR shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

10. **Payroll Records.** The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Electronic certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. THE CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUB-CONTRACTOR'S PAYROLL RECORDS. Additionally, CONTRACTOR or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776 subdivision (a) of the Labor Code. In the event that CONTRACTOR or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT.

11. **Penalty.** CONTRACTOR and any subcontractor under CONTRACTOR shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any subcontractor under CONTRACTOR) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONTRACTOR or subcontractor, in accordance with Section 1775 of the Labor Code of the State of California.

12. **Apprentices.** If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.

13. **Legal Day's Work.** In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours

in any one (1) week in violation of said article. CITY may deduct this penalty from any sums owed pursuant to this AGREEMENT.

EXTRA WORK

14. **Extra Work Compensation**. The CITY may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the Director of Public Works or his/her authorized representative. New or unforeseen work will be classified as "Extra Work" when the Director of Public Works or his/her authorized representative determines that it is not covered by AGREEMENT unit prices or is significantly different than the CONTRACTOR's other work areas. Areas added that are of similar size and scope to the CONTRACTOR's current work shall be compensated at a rate consistent with the current work. Extra Work shall be performed by agreement between the CITY and the CONTRACTOR on a Negotiated Proposal and Acceptance basis, or on a time and materials basis in accordance with this section. If the Director of Public Works or his/her authorized representative determines that the Extra Work can be performed by CONTRACTOR's present work force, Director of Public Works or his/her authorized representative may authorize modification of the CONTRACTOR's routine operations schedule or annual calendar in order to compensate CONTRACTOR for performing said work.

A. **Negotiated Proposal and Acceptance Basis**. Prior to performing any Extra Work, the CONTRACTOR shall prepare and submit a written proposal including a description of the work, a list of materials, and a schedule for completion. No work shall commence without written approval of the CONTRACTOR's proposal by the Director of Public Works or his/her authorized representative. When a condition exists which the Director of Public Works or his/her authorized representative deems an emergency, the Director of Public Works may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the Director of Public Works or his/her authorized representative for approval. All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work within the time allotted.

B. **Time and Materials Basis**. In the event that the Director of Public Works or his/her authorized representative determines that work requested is of an unknown duration, not easily quantified or the CONTRACTOR's proposal for work is not approved, the Director of Public Works or his/her authorized representative reserves the right to perform such work with other forces or to compel the CONTRACTOR to perform the work on a Time and Materials basis. The Director of Public Works or his/her authorized representative may direct CONTRACTOR to proceed by allowing him/her to use the following rates or percentages as added costs for the markup of all overhead and profits:

1) Labor.....	20%
2) Materials.....	15%
3) Equipment Rental	15%
4) Other Items and Expenditures ...	15%

SUBCONTRACTING

15. Subcontracting. CONTRACTOR acknowledges that he or she is aware of the provisions of the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR's violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than 10 percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work performed pursuant to this AGREEMENT, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

When a subcontractor fails to prosecute a portion of the work required under this AGREEMENT in a manner satisfactory to the CITY, CONTRACTOR shall remove such subcontractor immediately upon written request of the CITY, and shall request approval of a replacement subcontractor to perform the work in accordance with the Subletting and Subcontracting Fair Practices Act at no added cost to the CITY.

STOP NOTICES

16. Additional Costs. Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred twenty-five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

NPDES

17. Water Pollution Control. All work shall conform to the requirements established through the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit issued to the County of Orange and the incorporated cities of Orange County by the Santa Ana Regional Water Quality Control Boards, the 2009-0009-DWQ Construction General Permit, the CITY's Drainage Area Management Plan (DAMP) and Chapter 14.40 of the Fountain Valley Municipal Code (Storm Water Regulations). All areas outside of the project limits disturbed by the CONTRACTOR for the prosecution of the work shall also be subject to the requirements of these special provisions. The CONTRACTOR shall be fully responsible for all costs and liabilities associated with water pollution control measures in areas outside the project limits.

INDEMNIFICATION

18. Indemnity. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work pursuant to this AGREEMENT or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this AGREEMENT, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

19. Insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of any work pursuant to this AGREEMENT, 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 CITY.

General liability insurance. CONTRACTOR 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 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

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 the CONTRACTOR 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 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $2,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Proof of insurance. CONTRACTOR 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 AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR 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 work pursuant to this AGREEMENT by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements 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 CONTRACTOR or CITY will withhold amounts sufficient

to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants and subcontractors.

Enforcement of CONTRACT provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR 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.

Notice of cancellation. CONTRACTOR 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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. 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 CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. 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 CITY.

Timely notice of claims. CONTRACTOR shall give CITY 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.

Additional 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 Work.

20. Workers' Compensation.

A. CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this AGREEMENT."

B. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

21. Bonds. Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the Project, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as, when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

Duration. The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning and indemnity obligations.

Surety. At the time the Contract is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A-: VI.

Premiums. The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

Obligee. The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the Subcontractors shall name the CONTRACTOR and the CITY as dual obligees.

No exoneration. Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the CONTRACTOR or its Surety from their obligations, and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the Subcontractors.

Communications. The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surety.

No limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the Subcontractors or Sub-consultants performing the Work for the Project.

TERMINATION

22. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days notice in writing, delivered or mailed to CONTRACTOR at his last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to

deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY's prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the work performed pursuant to this AGREEMENT. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

23. **Notice to Contractor of Claims.** CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.

CONTRACT DOCUMENTS AND INTERPRETATION

24. **Other Documents Included.** It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Request for Proposal
B. General and Special Provisions
C. Contractor's Proposal
D. City of Fountain Valley Public Works Standard Plans (Including, but not limited to Section 600)
E. Notice to Proceed
F. Performance Bond

25. **Interpretation of Incorporated Documents.** In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 24 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

26. **Integration/No Oral Modifications.** This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments may only be entered into by compliance with those formalities. Notwithstanding the above, requests for extra work compensation may be made by following the procedures in Section 14 of this AGREEMENT.

27. **Effect of Invalidity.** The invalidity in whole or in part of any provision hereof

shall not affect the validity of any other provision.

MISCELLANEOUS

28. Discrimination, Minorities, Aliens. The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

29. Equal Employment Opportunity. CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

30. Drug-Free Work. CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

(a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. Degrees of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

(d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

1. Abide by the term of the statement; and
2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (a), (b), (c), (d), (e), and (f).

31. Permits. The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

32. Assignment. No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the surety.

33. Safety and Site Condition. CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR's responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

34. Utility Location. CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

35. Notices. The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

CITY:
City Clerk
Fountain Valley City Hall
10200 Slater Avenue
Fountain Valley, California 92708

CONTRACTOR:
Bear Electrical Solutions, Inc.
1252 State Street, PO Box 924
Alviso, CA 95002-0924

36. Gratuities. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment

with respect thereto.

37. **Conflict of Interest.** CONTRACTOR warrants that he/she has no blood or marriage relationship with, and that he/she is not in any way associated with, any architect, engineer, or other preparer of the scope of work for this project.

38. **Copeland "Anti-Kickback" Act.** If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he is otherwise entitled.

39. **Attorney's Fees.** In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONTRACTOR's duty to provide CITY with a defense at CONTRACTOR's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

40. **SCAQMD and CARB Compliance.** CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(3), Idling.

41. **CERCLA.** CONTRACTOR shall dispose of all residue from the trees in compliance with all federal, state and county laws. CONTRACTOR shall keep records of such disposal to provide proof that all such residue was disposed of properly. All of such records shall be kept at CONTRACTOR'S offices for at least five (5) years and CONTRACTOR shall provide CITY with ninety (90) days' notice before any such records are destroyed. In additional to any other indemnification obligation that CONTRACTOR shall have, CONTRACTOR shall indemnify, defend and hold CITY its officers, agents and employees, harmless from any and all liability arising from the disposition of that residue, the failure to properly dispose of such residue, or the failure to keep records.

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IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT the date and year first above written.

ATTEST:

Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

Michael Vo, Mayor

APPROVED AS TO FORM:
HARPER & BURNS LLP

Attorneys for the City

CONTRACTOR

Name: Bear Electrical Solutions, Inc.

Address: 1252 State Street, PO Box 924
Alviso, CA 95002-0924

By: Robert Asuncion, Vice President

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 10/19/2021 before me, Sandra Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SANDRA VANESSA HERNANDEZ
Notary Public - California
Santa Clara County
Commission # 2350852
My Comm. Expires Mar 10, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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FAITHFUL PERFORMANCE BOND
PAGE 1
Bond No. _____

CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on _____, 2021, has awarded to

Company Name
Address

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No. RFP-21-009 Street Light Maintenance and repair Services** Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: TWO HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($220,000.00), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Fountain Valley, its officers, and its agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

FAITHFUL PERFORMANCE BOND
PAGE 2
Bond No. _____

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR
Company Name
Address

PRINCIPAL

By:_____

Company Representative

Project No. RFP-21-009 Street Light Maintenance and Repair Services, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By:_____
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP

_____
Attorneys for the City
City of Fountain Valley

PAYMENT BOND
PAGE 1
Bond No. _____

CITY OF FOUNTAIN VALLEY
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on _____, 2021, has awarded to

Company Name
Address

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **RFP 21-009 Street Light Maintenance and repair Services** Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: TWO HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($220,000.00), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California for any materials, provisions, provender ,or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is

brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 9100 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

CONTRACTOR

Company Name
Address

PRINCIPAL

By:_____
Company Representative

In accordance with the AGREEMENT for **RFP 21-009, Street Light Maintenance and Repair Services** all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By:_____
Company Representative

APPROVED AS TO FORM:
HARPER & BURNS LLP

_____
Attorneys for the City
City of Fountain Valley

Exhibit 1

City of Fountain Valley

Electronic submittal of Request for Proposal

RFP 21-009

STREET LIGHT MAINTENANCE AND REPAIRS SERVICES

Questions Deadline:
4:00 p.m., PST, Wednesday, August 18, 2021

Proposals Due Date:
4:00 p.m., PST, Wednesday, September 1, 2021

City Contact:
Amanda McCall, Mgmt. Analyst / Purchasing Officer
email: purchasing@fountainvalley.org
Phone No. (714) 593-4413

CITY OF FOUNTAIN VALLEY'S ELECTRONIC BIDDING SITE, PLANETBIDS

Read Upload Instructions
for important information on the best time to upload proposals

(Issued August 5, 2021)

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City of Fountain Valley Request for Proposal for
STREET LIGHT MAINTENANCE AND REPAIR SERVICES

SUMMARY

The City of Fountain Valley is seeking proposals from qualified and experienced contractors to provide Street Light Maintenance and Repairs Services. This request for proposal (RFP) is intended for contractors that possess a valid **California C-10 Contractor's License** and a minimum of five (5) years in business performing street light maintenance services similar to the scope of work required. The selected contractor will be required to maintain the City-owned street lights in accordance with the terms of the Contract and the General and Special Provisions. The Contract term will be two (2) years, with the option for two (2) two-year extensions, for a maximum possible term of six (6) years.

Proposals, prepared according to the following detailed instructions, must be received via PlanetBids no later than **4:00 p.m., Pacific Standard Time, Wednesday, September 1, 2021**.

The City of Fountain Valley assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Fountain Valley's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Firms will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

The City of Fountain Valley is soliciting proposals for Click or tap here to enter text.

I. SUMMARY

The City of Fountain Valley (hereinafter referred to as "City") is soliciting proposals from qualified and experienced contractors to provide Street Light Maintenance and Repairs Services. This request for proposal (RFP) is intended for contractors that possess a valid **California C-10 Contractor's License** and a minimum of five (5) years in business performing street light maintenance services similar to the scope of work required. The selected contractor will be required to maintain the City-owned street lights in accordance with the terms of the Contract and the General and Special Provisions. The Contract term will be two (2) years, with the option for an additional two (2), two (2) year extensions.

This RFP describes the project, the required scope of the services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

II. ABOUT THE CITY

Background Information

The City of Fountain Valley is a general law city that has operated under the council-manager form of government since its incorporation in 1957. The City is located in Orange County, California, roughly 30 miles southeast of Los Angeles and 90 miles northwest of San Diego. The City has an estimated population of 56,920 and covers a land area of 9.75 square miles. Fountain Valley is a full-service city that provides a wide range of municipal services that help keep the City "A Nice Place to Live." These services include, but are not limited to: police and fire protection; water and sewer utilities; infrastructure and maintenance services; environmental protection; building and safety; land use planning and zoning; housing and community development; and recreational activities.

III. PROJECT DESCRIPTION

The City of Fountain Valley (hereinafter referred to as "CITY") is requesting proposals from qualified contractors for professional street light maintenance services on all of the City-owned street lights. The objective is to maintain the City's streetlights and to have light for visibility and safety for the residents. The contractor shall provide at a minimum of one (1) qualified on-call maintenance technician.

The City of Fountain Valley on June of 2018 acquired the street lights from Southern California Edison (SCE) and converted the street lights to LED lighting in order to reduce costs, and provide better lighting, to enhance safety on streets in the community. The City Street Lights include concrete poles, metal poles, and wooden poles. The wooden poles street lights only are owned by Edison. There are about 2,341 concrete poles, 864 metal poles, and 302 wooden Poles.

The selected contractor will perform the services under the general direction of the Director of Public Works or her authorized representative. The Contract shall commence after the City issues the notice to proceed and shall remain in full force and effect for a two (2) year period with the option for two (2) two-year extensions.

The City, at its option and with Contractor concurrence, may extend the initial term of the contract for two (2) additional two-year periods on the same terms and conditions, including a provision for a Consumer Price Index (CPI) adjustment in the cost of the contract. This option may be exercised only if the Contractor demonstrates superior performance in providing services.

Compensation increases shall only be considered at the expiration of each contract period. If an increase in compensation for service in succeeding option periods is requested, the Contractor must submit a written request, along with detailed supporting documentation to justify the rate increase, at least sixty (60) days before the end of the then-current term. The request for an increase in compensation is subject to negotiation or rejection by the City. The contract compensation terms may be adjusted by a mutually agreeable amount based on and no greater than the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim, CA changes over the previous contract period as published by the U.S. Bureau of Labor Statistics in Table A: Los Angeles-Long-Beach-Anaheim CPI-U all items index, not seasonally adjusted https://www.bls.gov/regions/west/news-release/ConsumerPriceIndex_LosAngeles.htm

IV. GENERAL SCOPE OF WORK

The City is seeking the services of a contractor for routine street light maintenance and extraordinary repair services. The contractor shall be available 24-hours a day, 7 days a week, and have an operations facility within 30 miles of the City of Fountain Valley. The Contract will be based on a two (2) year agreement with the option to extend the contract two (2) additional two (2) year terms.

Contractor shall furnish all tools, equipment, apparatus, facilities, labor services and materials, incidentals and perform all work necessary to maintain street lighting facilities in a good and professional manner in accordance with specifications contained herein.

The work related to streetlights includes, but is not limited to: repair, replacement, adjustment, and maintenance of street light poles, light fixtures, electrical wiring, conduit repair, pull box install, bulbs in existing fixtures and photo eyes sensors, pipe arms, foundations, heads, and related parts and materials; painting of street light poles, emergency response, call center, and data management, so that all the street lights are fully operational 27/7.

The proposal must address how the Contractor will deliver the indicated services. Project tasks shall include those items noted below. If the contractor believes that additional tasks are warranted, they must be clearly identified in the contractor's proposal as an "Add Alternate".

Street Lights

For the purpose of this contract, "Street Lights' shall be understood to mean the complete pole and mast arm assembly, luminary, including lamp, reflector, refractor, leads, contacts, socket, and housing, and in addition thereto, the ballast, photo cells, the wiring within, and any aerial wiring between poles. There are 3,178 (each) such lights in the City. Should the number of the existing street lights change, then the contract quantity will be adjusted accordingly.

Contractor's Response for Routine Maintenance

Within two (2) days of notification by the City, contractor shall diagnose the source of a malfunction within said light or lighting system and/or series circuits. If the malfunction is due to any of the above-mentioned components, the contractor shall immediately repair or replace the malfunctioning component. If the Contractor discovers that the inoperability of a streetlight is due to the lack of sufficient voltage, or other related issues concerning electricity delivery; the Contractor shall be responsible for reporting such failures to SCE and providing the necessary follow up until resolution is made.

Routine Preventative Maintenance for each light fixture shall be performed by the Contractor. Routine preventative maintenance shall include the following items to insure the roadways and parks are properly illuminated:

a) Replace lamps that have become inoperative by virtue of burnout. Replacement lamps shall be substantially equivalent to those replaced.
b) Replace photoelectric cells, ballasts, fuses, igniters, hf generators, sockets and all other integral parts that have become inoperative from normal deterioration with either a like item or a selected upgrade.
c) Cleaning of lenses and shrouds when burned out lamps are replaced.
d) Minor trimming of trees below the light fixture for the purpose of allowing a reasonable amount of light to be let through. Trimming is limited to within three (3) feet of the bottom of the fixture.
e) Night checks of streetlights, and safety lights once a month during non-daylight hours to determine the location of unreported outages and/or minor tree trimming needs.
f) Maintain and submit a monthly log listing each call received, the name of the caller (if given), the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.
g) Maintain and submit a monthly log for all night checks including but not limited to date of visit and location of outage or other problem.

Contractor's Response for Emergency Service Calls

When an emergency arises, the City will notify the Contractor directly. The Contractor shall respond and be at the location within two hours following the notification of a street light failure (typically a knockdown) from a City of Fountain Valley representative.
In the event of a knockdown, the contractor shall remove all debris associated with the knockdown and safely isolate the electrical feed. The Contractor shall isolate the electrical feed in a manner that prevents "readily-accessible" (per the current version of the California Electrical Code) access from the general public.
The following business day after a knockdown, the contractor shall provide the City detailed notes of their response, corrective actions, and a plan and timeline for replacement. All knockdowns that occur in the city shall be invoiced separately so the City can properly seek appropriate restitution from the responsible party.

It is understood and agreed that a failure on a part of the Contractor to respond within two hours to any emergency service call as provided will cause the City to suffer an unascertainable amount of damage. Therefore, the contract will stipulate that the Contractor will pay to the City, as a penalty, the amount as specified in the general provisions under penalty section.

Service Personnel and Safety

The Contractor shall provide qualified service personnel to maintain and to service all series street lights and equipment throughout the City. Work on the City's series street lighting circuits shall be supervised and performed by a lead street light technician with a minimum of five (5) years' experience as a high voltage technician. The technician shall troubleshoot, diagnose and perform all electrical connections. Contractor shall operate per appropriate Cal-OSHA guidelines including donning all PPEs and safety gear working with high voltage electrical and height specialty equipment's.
The Contractor shall include street lighting maintenance personnel's qualifications in the proposal. During the term of the contract the City will notify the Contractor, in the City's sole opinion, if personnel proposed for any maintenance are not qualified to work on these systems.

Traffic Control

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. All warning lights, signs, flares, barricades, delineators, detours, and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with, City of Fountain Valley Standards, the current Work Area Traffic Control Handbook (WATCH), and CA MUTCD. Flashing arrow board(s) shall be furnished and maintained as directed by the City. When work is completed, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

Materials and Response

The Contractor shall have or establish, within 90 days of award of contract, adequate shop and storage facilities within a 30-mile radius from the City of Fountain Valley. The facility shall house the necessary staff and equipment for the lighting maintenance program as described in this document.
The Contractor shall maintain a primary contact telephone number and two backup telephone numbers during the entire term of the contract where a designated representative can be reached 24 hours a day, 365 days a year.

The Contractor shall also maintain and provide direct phone numbers and email addresses of various pertinent staff/employees with which the City can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing, and other related issues.

Warranty Services
During the warranty period for any street lighting component, the Contractor shall be responsible for making contact between the equipment manufacturer, distributor, the installing contractor, and the City regarding any required service determined to be under warranty. The current fixture used in the City are Eaton Archeon LED. The Contractor shall notify the City of any undue delays in response due to the manufacturer or installing contractor and provide details of each incident. Contractor shall clearly describe in their proposal their methodology for managing warranty claims.

Lighting Upgrades, Modifications, and Installations
The Contractor shall install, modify, and/or upgrade street lighting and all associated hardware or traffic safety devices as requested by the City. All such work shall be considered extra work and shall be performed to the satisfaction of the City.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the City. Said authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. This work shall be performed within an agreed upon time limit established by the City and for a mutually agreed upon price. The City shall retain discretionary right to perform any additional work through the use of City forces, by negotiated agreement, or to advertise such work for construction by others.

Routine Inspections
The Contractor shall propose their methodology for conducting evening inspections of the street lights. The City stipulates that the inspections of all arterial, collector road street lights, and local streets occur twice per year Citywide. The City requests that the Contractor provide a distinguished price for this service in order to quantify the impact of any future changes to inspection frequency.

Meetings
The Contractor and any of its staff shall be available to meet, monthly, or as necessary, with City staff at a mutually agreed upon time and place to review maintenance activities,

operational and timing activities, pending work, estimates, work quality, and any items related to the Contractor's work under the contract.

Public Work/ DIR Registration
Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. Contractor shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations. Refer to the Sample Contract for details.

Proposals shall not be accepted if the contractor and all subcontractors are not registered with the Department of Industrial Relations. City shall file a DIR Form 100 upon awarding a job. (Labor Code, § 1725.5.) No contract shall be awarded to Contractor unless contractor and all its subcontractors are registered with the Department of Industrial Relations. (Labor Code, § 1725.5.) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Qualifications
In accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code of the State of California (California C-10 Contractor's License), at the time the proposal is submitted, and that all information pertaining to the license must be included on the contractor's information form as indicated.

The Contractor is required to have a **minimum of five (5) years** in business performing Street light maintenance services similar to the scope of work required by these specifications.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries/Questions concerning this request for proposal should be made before 4:00 p.m., PST, on Tuesday, August 17, 2021.

If the Proposer is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Proposer must submit a written request for clarification via PlanetBids.

All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's discretion, Proposers requests for clarifications may or may not be responded to.

All revisions of the RFP by the City will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

B. Submission of Proposals

Proposals must be received no later **than 4:00 p.m., PST, Wednesday, September 1, 2021.**

Proposals shall be received in electronic format EXCLUSIVELY at the City of Fountain Valley's electronic bidding (ebidding) site, at: https://pbsystem.planetbids.com/portal/25002/portal-home and are due by the date, and time shown on this solicitation. See "upload instructions" document for details. Files are to be uploaded accordingly:

- Response File: Upload proposal with no cost attached.
- General Attachments: If City request forms, upload under specified file as shown on PlanetBids.
- Cost File: Cost proposal is to be uploaded electronically as a separate file and not attached to the response file.
- Line Item (if required): make sure to input an amount on each item, can use the notes section to clarify your amount.

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, and costs as deemed appropriate.

C. Proposal Content Format

Should contain no more than thirty (30) pages, including exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced.

- RFP Addenda. Proposers shall check the website for addenda prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.

1. Transmittal Letter

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement that indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.

- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the proposer.

2. **Company Experience**
   - Provide a description of your company's history and experiences in performing similar work, addressing the elements listed above.
   - Provide company's experience with municipal street light maintenance and repair, including a summary of work performed and approximate size of the project (e.g. number of street lights maintained, etc.)
   - Provide company's or sub-consultants' experience using relevant modeling programs in performing similar work.

3. **Key Personnel/Past Performance**
   - Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for various City of Fountain Valley projects.
   - Identify other staff members and/or sub-consultants that would contribute to the project, and their relevant experience.
   - Identify availability of key personnel to work on each task described in "General Scope of Work".
   - If sub-consultants are used, names of sub-consultants' key personnel for the project, their professional experience, qualifications, and training which are applicable to this project, and the scope of services that will be provided by each sub-consultant.
   - Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
   - The office location from which the consultant(s) shall operate.

4. **Approach and Schedule**
   - Discuss your company's ability to provide desired services, addressing the elements listed under "General Scope of Work".
   - Describe how your company would ensure City requests are completed in a timely manner.

5. **Understanding of Project Components**
   - Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Proposal. References for protocols and methods are encouraged.

6. **Quality Control**
   - Describe the standards and methods used by the company to assure useful quality deliverables of this nature to the client.
   - Describe how your firm will address concerns or deficiencies in quality

control and deliverables and give a specific example.

7. **References**
   - Provide descriptions and references for five comparable projects that your company has previously performed, Click or tap here to enter text. Include contact names, company/agency and telephone numbers for each.
   - Identify key personnel listed on this proposal who have worked on the reference projects.

8. **Cost / Fee** (*submit as a separate document, not attached to the Proposal/Response file*)

   Compensation for services provided shall be based upon the Contractor's detailed fee proposal.
   - Identification of all costs Consultant/Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. Cost proposal shall include the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. A list of hourly rates of proposed project team members shall also be included along with any other fees that may be applicable and billed. Cost is to be listed out for the term of the contract.
   - Firms shall provide complete cost and billing schedules of current hourly billing rates for each specialized skill, material, and support services.
   - A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the firm's defined scope of work for project proposal. This information will be used by the City staff to evaluate and compare the reasonableness of the fee schedule and may be used in determining the total cost for the proposed work.
   - See line item in planetbids for specifics.

- The service contract will be for a period two (2) years with two (2) two-year extensions for a maximum total term of six (6) years.

V. GENERAL REQUIREMENTS

A. DISCLAIMER

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in

negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

VI. TENTATIVE SCHEDULE OF EVENTS

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Date
Issuance of RFP	Thursday, August 5, 2021
Clarification Questions by Email Due	Wednesday, August 18, 2021
Due Date for Proposals	Wednesday, September 1, 2021
Interviews of Finalists, *if applicable*	Week of September 13, 2021
Tentative Selection and City Council Award	Tuesday, October 5, 2021
Begin Project	Monday, November 1, 2021

VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS

A. Evaluation Criteria

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

General approach and work plans to meet the requirements of the specified City objectives described in the RFP.

Qualifications and experience of the project manager and other key individuals.

The contractor's /consultant's past performance on projects of similar size and scope.

Work Plan. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of compliance with all Federal, State and County health regulations.

Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. Interviews

If interviews are needed. A few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is chaired by the Purchasing Officer, comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using the evaluation criteria identified. A list of top ranked proposals, firms

within a competitive range, will be developed based upon the totals of each committee members' score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established **the week of September 13, 2021** as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on the selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards

The successful proposer will be required to execute a Contract agreement, **See "Draft Contract",** with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

APPENICIES

A. General and Special Provisions
B. Fountain Valley citywide street light map and list

Exhibit 2

BEAR ELECTRICAL SOLUTIONS

Driving a higher standard

Traffic Signal and Streetlight Maintenance Leaders

Proposal for:

City of Fountain Valley –

RFP 21-009 – Street Light Maintenance and Repair Services

September 1, 2021 – 4PM PST

Submitted by: *Bear Electrical Solutions, Inc –*
Robert Asuncion, Vice President – 408-449-5178
Robert@Bear-Electrical.com

September 1, 2021

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA
ATTN: Purchasing Department – Ms. Amanda McCall, Mgmt. Analyst/Purchasing Officer

RE: RFP 21-009 – Street Light Maintenance and Repairs Services

To Ms. McCall:

We have formally reviewed the RFP issued August 5, 2021 and Addendum #1 dated August 20, 2021 and respectfully submit this proposal to provide the services outlined in the **City of Fountain Valley RFP 21-009 – Street Light Maintenance and Repairs Services.**

Bear Electrical Solutions, Inc. (Bear) was established specifically to meet the streetlight maintenance needs of municipalities such as the City of Fountain Valley. As side from having local electricians that live in the Fountain Valley area - Bear's Southern California operations is based out of Anaheim and is comprised of the most experienced electricians in the industry lead by an active company owner who happens to be a licensed traffic engineer with public sector experience. Our company is fully equipped with stock materials, equipment, and business systems to provide our customers with the most expedient, responsive maintenance services in the industry. Our goal is to provide the best customer experience each day.

Aside from your current maintenance needs, Bear is able to provide expertise, guidance, or implementation on future needs such as SMART city initiatives, 5G Small Cell work, IoT technologies, communication upgrades (fiber and wireless), and transportation management center integration. As the City's streetlight system progresses in the future, Bear's team is ready to provide the necessary advice, experience, and guidance for the City of Fountain Valley.

It is the strength of our field team and our company core values that has allowed our company to gain the trust of nearly 70 agencies throughout California to service their maintenance needs.

Core Value No. 1 - The Right People... We only hire people that have the perfect balance of experience and expertise in our specialized industry AND that care about providing excellent customer service and building long term relationships.

Core Value No. 2 - Smart Systems... Building smart systems and processes is essential to empowering our team to deliver on their promises. We invest in technology focused on improving communication and efficiency that is completely customizable for each agency's needs.

Core Value No. 3 - Continuous Improvement... As we build a relationship with each agency and better understand their needs, we are able to continually improve our service. We strive to make small 1 degree shifts consistently every day to improve our customer experience and effectiveness of our service.

Our proposal response is based on our interpretation and understanding of the RFP documents. We are open to discussing our proposal and/or clarifying any points in our response that may not be congruent with the City of Fountain Valley's expectations. I, Robert Asuncion, have the authority to bind Bear to a contract with the City of Fountain Valley. Bear takes no exceptions or concerns with any requirements of this street light maintenance services contract.

Thank you for the opportunity to provide this proposal.
Regards,

Bear Electrical Solutions, Inc.
Robert Asuncion, TE – Vice President/Owner

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Section A – COMPANY EXPERIENCE

About Us

Bear Electrical Solutions, Inc. (Bear) provides traffic signal and streetlight maintenance services throughout California. We are particularly focused on meeting the needs of each of our customer's traffic signal and streetlight maintenance program requirements by "Driving a Higher Standard."

Our team of electricians, laborers, traffic engineer, operators, and project management staff specialize in:

- 24/7/365 Dispatch and Emergency Response;
- Street Light and/or Traffic Signal Maintenance and Repair;
- Digalert / USA (Underground Service Alert) Locating, Marking, and Documentation;
- Fiber Optic Installation, Maintenance, and Emergency Repair;
- SMART City Implementation including but not limited to Small Cell and EV Charging;
- On-Call Traffic Engineering Support.

We take a holistic approach to streetlight maintenance by developing innovative solutions collaboratively and do not strictly follow the standards of the past. We operate as an "extension of staff" for our customers by delivering a positive customer experience and a successful, safe maintenance program.

Firm History

Bear Electrical Solutions, Inc. was established in 2013 by Robert Asuncion, Andrew Bader, and Michael Peters. As a licensed traffic engineer working in the public sector, Robert realized that no contractor or firm was delivering the level of service that customers needed or deserved. With Andrew's financial background and Michael's business operation acumen, Bear was established. Driven by this notion, we assembled an all-star team of industry veterans and hit the ground running.

Bear was recognized as one of the fastest growing private companies by the Silicon Valley Business Journal in 2016, and one of the largest electrical contractors in Silicon Valley the past 3 years. We attribute our growth to getting the right people on our team, developing smart systems and processes, and continually striving to improve on a daily basis.

Also, in 2016, Bear Electrical formally opened our Southern California branch office and warehouse in Anaheim, California. Since the opening of this office, Bear currently provides maintenance services to 22 agencies throughout Southern California and 45 additional agencies in Northern California.

As a statewide company, Bear has become a great force in the maintenance industry providing a wealth of knowledge, expertise, and resource for its customers and employees.

Company Background

Company Ownership

Bear Electrical Solutions Inc. is a California based corporation incorporated on January, 24 2013 and is wholly owned by Michael Peters (President), Andrew Bader (Vice President/CFO), and Robert Asuncion, TE (Vice President). All three owners are California-based residents. At this time, all work and operations is solely in California.

Firm Licenses and Certifications

Our company carries all the necessary licenses, credentials, and certifications to ensure we are delivering qualified experienced resources with a constant focus on safety. Bear meets and exceeds all the licensing requirements set forth in this RFP.

Bear's contractors license is in clear, active status (#982079) and is comprised of all the necessary classifications to perform this work scope:

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

BEAR ELECTRICAL SOLUTIONS INC

License Number 982079

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR
C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
D31 - POLE INSTALLATION AND MAINTENANCE

Witness my hand and seal this day.
September 14, 2017

Issued March 18, 2013

Kevin J. Albanese, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or modified for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

- **Class A** – General Engineering (important for foundation work within the public ROW)
- **Class C-10** – Electrical (electrical work)
- **Class C-31** – Work Zone Traffic Control (when establishing temporary traffic control)
- **Class D-31** – Pole Installation and Maintenance (licensed to install and maintain poles)

One of the things that sets Bear apart from our competitors, is the fact that we carry a Traffic Engineer License with California Professional Engineer's Board. Robert Asuncion, one of the company's owners, is a licensed traffic engineer that can provide traffic signal design modifications (in an event of a knockdown), timing programming, foundation design, and ad-hoc engineering work.

Other pertinent certifications and affiliations that our company has are:

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, and Operators Union(s);
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158);
- Gold Shovel Certified by Pacific Gas & Electric;
- Southern California Edison approved electrical contractor;
- United Contractors Association Member;
- Prospect Silicon Valley Sponsor;
- Maintenance Superintendent Association (MSA) Sponsor;

- Orange County Traffic Engineers Council (OCTEC) Member;
- Institute of Traffic Engineer (ITE) Member;
- International Municipal Signal Association – various certifications (employee certifications);
- Traffic Signal Association, Silicon Valley Chapter Member.

Offices and Staff

Bear Electrical currently services all of California with (3) branch offices and with approximately 115 employees.

Our offices are located at:

1. **Corporate Headquarters and San Francisco Bay Area Regional Office-**
   1341 Archer Street, PO Box 924, Alviso, CA 95002

2. **Southern California Regional Office**
   ****Location that will be servicing this RFP****
   3911 E. La Palma Avenue, Anaheim, CA 92807

3. **Sacramento Regional Office**
   1513 Sports Drive, Sacramento, CA 95834

Firm Equipment & Material Inventory

Bear Electrical owns and operates over $5M of vehicles and equipment, as well as maintains a healthy stock of materials inventory to ensure that we meet all service levels to all our customers. We have dedicated equipment to perform all the scope of work proposed for this project. Additionally, we employ in-house mechanics to maintain our equipment in a safe manner and avoid any down time.

Headquarters Contact for this RFP

Robert Asuncion, TE – Vice President
1341 Archer Street, Alviso, CA 95002
Office: (408)449-5178
Fax: (408) 449-5178
Mobile (408) 717-2448
Email: Robert@Bear-Electrical.com
Website: *bear-electrical.com*

Negative History

Bear Electrical Solutions Inc. and its three owners has had no alleged prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable since the company's establishment (2013).

Availability and Understanding

Based on our review of the RFP, Bear Electrical undertakes the following work as part of the street light maintenance services contract with the City:

- Provide qualified and licensed full-time streetlight maintenance technicians to be able to provide routine, emergency response, and ad-hoc electrical;
- Provide laboratory testing facilities, required tools, equipment, apparatus, facilities, traffic control, skilled labor services, and materials needed to provide a proper streetlight maintenance program;
- Provide service trucks equipped with spare parts;
- Capabilities to provide and response to emergency service requests within (2) two hours of notification as well as provide a response to normal routine outages within (5) five days.
- Provide monthly maintenance reports to the City within (10) days following the end of the month of the reporting period;
- Provide a warranty service for a period of one (1) year) from date of completion of work.

Bear also understands that all associated underground infrastructure, conductor, cabling, and electrical service associated with the above items are included in the contract along with the coordination of any power utility company, third-party agency that may have hardware affixed to any of the above, and/or private party that may have an easement with the above.

Bear Electrical agrees to provide routine preventative maintenance, prompt scheduled repairs and emergency response to the City's streetlight system by licensed, trained, and authorized electricians at all times. Bear also agrees that all of the City's infrastructure will be maintained on a 24/7/365 basis. All emergency and accident call-outs will be responded to within two (2) hours of receiving the initial notification.

The Bear team are experts in the industry and are committed to maintain a high level of service with integrity and accuracy for the City of Fountain Valley. We understand the importance of providing a high quality of service to its residents and will provide the necessary resources to ensure service levels that meet and exceed City expectations.

Bear maintains a large number of field technicians that can provide 24/7/365 field service for the City and will make all electricians, in-house traffic engineer, and project management staff available throughout the entire contract.

All field staff are equipped with cell phones, laptops, and all the necessary material and equipment to provide 24/7 service. All of our trucks are fully equipped with traffic control equipment as well as tools, street light spare equipment, and miscellaneous cabinet components to perform majority of the trouble calls and basic knockdowns – where majority of the calls can be addressed during the initial visit.

Section B – PROJECT MANAGER AND KEY PERSONNEL

Our Bear Electrical staff are the most experienced in the street light maintenance industry. Our seasoned maintenance electricians and project manager have multiple decades of experience providing signal maintenance services.

Justin Cataldo – Regional Project Manager
Justin will be the main point of contact for the City. Justin started his professional career in the construction industry by managing and performing design/build projects for his family-owned business. He managed some high-profile construction projects for some large municipal customers as well as for some large industrial companies. In the early 90's Justin relocated to the West-Coast and decided to take his experience in the construction industry and apply that to the street light maintenance business. From laborer to electrical apprentice to technician to maintenance division manager to operations manager, Justin has become a master at his craft. Today Justin provides his operation, construction, and maintenance experience by leading the Bear field team. Justin's resume includes being IMSA Level 2 Field, OSHA 30 Certified, as well as various vendor specific certifications. He currently leads a crew of qualified electrical workers for the maintenance and service of electrical and ITS infrastructure in the southern California region for Bear Electrical.

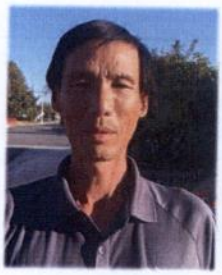
Robert Asuncion, TE - Traffic Engineer/Owner/Co-Founder — Robert has worked in the public sector as a Transportation Engineer as well as a consultant and project manager in the private sector for over 23 years. As owner/co-Founder of Bear Electrical Solutions, Robert has made streetlights and traffic signal maintenance his career and life's work. For this project, Robert can provide street light design modifications in an event of a knockdown, traffic management center maintenance, and best practices, local/central timing programming/recalibration, foundation design, and ad-hoc engineering work. Robert will also be providing quality control. **BS Civil Engineering, IMSA Level III Field & II Bench, Professional Traffic Engineer License #2156, Contractor A Licensed #982079**

REGISTERED PROFESSIONAL ENGINEER
ROBERT QUE ASUNCION
2156
TRAFFIC
STATE OF CALIFORNIA

Ralph Murillo- Operations Superintendent – Ralph has been in the industry for over 20 years. Ralph will be your day-to-day contact for field operations. He will be your contact for scheduling and scheduled repairs. Ralph has extensive experience performing maintenance and emergency response on traffic signals and streetlights as well as special projects such as video detection installation, new signal construction, and ITS deployments. Ralph is certified in McCain Iteris, Econolite, Trafficware, Rhythm Engineering, Q-Free and Siemens Controller system. **IMSA Level III Field, OSHA 30, NEC #E141087-G**

Key Field Personnel Assigned to the City of Fountain Valley

Below are key personnel who will be assigned to the City of Fountain Valley. Each of these individuals meet and exceed the qualifications for electricians as specified in the RFP. Additionally these proposed technicians live and are based in the Fountain Valley area.



Minh Pham – Electrician *LIVES in FOUNTAIN VALLEY*

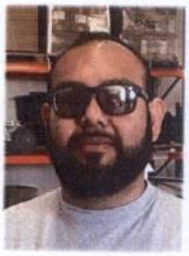
Minh started his career in the electrical industry as a Traffic Signal Maintenance Technician 17 years ago. His resume includes State Certified Electrician, MSA Level 3 Field Technician, IMSA Level 2 Bench Technician, OSHA 30 Certified as well as various vendor specific certifications. He currently works as an electrician for the maintenance and service of electrical and ITS infrastructure in the Southern California region. **IMSA Level III Field, OSHA 30, NEC #E122304-G**

Rene McGaugh - Electrician

Rene McGaugh has over 20 years of experience performing traffic signal maintenance and roadway electrical construction. Rene is passionate about the maintenance trade and at one-time was a partner at a competing maintenance company. His resume includes NEC Licensed and IMSA Level 3 Traffic Signal and work zone certified. **IMSA Level III Field, OSHA 30, NEC #E150376-G**

Benito Hernandez – Street Light Electrician (High Voltage Specialist) (Not Pictured)

Benito has been with Bear Electrical for three years now focused exclusively on high voltage (480V+) electrical streetlighting. He has been in the electrical industry for over 14 years with line work experience. His resume includes IMSA work zone certified. **IMSA Work Zone, NEC #E-170462-G**



Kevin Franco – Project Coordinator, Warehouse & Purchasing

Kevin started working for Bear about 4 years ago and has been in charge of material warehousing and purchasing. Kevin is also a support agent to our field teams. Kevin also perform administrative support such as permit work, night checks, and miscellaneous field audits.

Secondary On-Call Field Team Available to the City of Fountain Valley

Jesse Coronado - Electrician

Jesse started his career in the traffic signal maintenance industry by being a County of Orange Traffic Signal Electrician. Working in the public sector for almost a decade, Jesse decided to continue his passion with traffic signals by transitioning to the private sector where he has become a valuable electrician with an expertise in various controllers such as McCain BiTran, QFree, Caltrans C8 and LACO software. Jesse is also experienced in troubleshooting interconnect issues. **IMSA Level III Field, NEC pending**

Gonzalo Moreno - Electrician
Gonzalo started his career in the electrical industry as a Traffic Signal Technician and has been in the signal maintenance business for over 8 years. His resume includes IMSA Level 3 Traffic Signal certified and IMSA work zone certified. **IMSA Level III Field, NEC pending**

Bernardo Torres - Electrician
Bernardo started his professional traffic signal maintenance career nine years ago. Bernardo is a well-rounded technician being experienced in multiple controller cabinet environments. Bernardo is also an experienced painter and performs various paint projects for our company. He is experienced in repair and troubleshooting of various signal controllers including but not limited to BiTran, Econolite, and Caltrans software. **IMSA Level III Field, NEC pending**

Vinny Nguyen – Electrician
Vinny Nguyen started his career in the electrical industry over 20 years ago and was grandfathered in as an IBEW journeyman, bypassing the apprenticeship, due to his previous electrical experience. Of his 20 years of experience in the electrical industry the past 16 have been focused on traffic signal and ITS specific work and currently manages the signal operations for various cities in the San Bernardino/LA/ OC Areas. His resume includes State Certified Electrician, IMSA Level 3 Field technician, IMSA Level 2 Bench Technician, OSHA 30, Certified as well as various vendor specific certifications. **IMSA Level III Field, OSHA 30, NEC #E101338-G**

Art Torres - Electrician
Art started his career in the electrical industry as a Traffic Signal Maintenance Technician 17 years ago. His resume includes State Certified Electrician, MSA Level 3 Field Technician, IMSA Level 2 Bench Technician, OSHA 30 Certified as well as various vendor specific certifications. He currently works as an electrician for the maintenance and service of electrical and ITS infrastructure in the Southern California region. **IMSA Level III Field, OSHA 30, NEC E-115259-G**

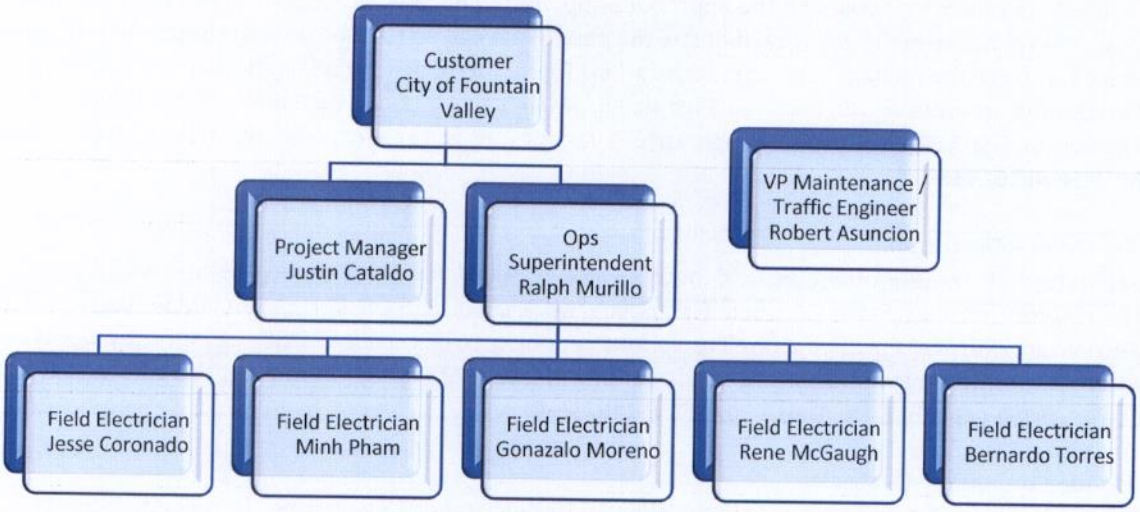
Mando Coronado – Electrician
Mando Coronado started his career in the electrical industry about 8 years ago. His resume includes IMSA Level 3 Traffic Signal certified and IMSA work zone certified. **IMSA Level III Field, NEC pending**

Project Staffing

Our company's strength is based on the fact that we operate as a team and believe in the adage of "strength in numbers". We do not simply assign an individual to a certain project but we assign a team to leverage each other's strength.

Based on our review of the RFP, we believe this project needs a complete line up of electricians, in-house traffic engineer, and project administration. The proposed project team is highly experienced, qualified, and customer service oriented. Not only is our team equipped to handle the current tasks called out in the RFP but the team is able to address potential future needs for the City such as Small Cell, EV Charging, fiber optic communication, and ITS/ATMS implementation should it arise.

Below is our proposed project team organization chart.



*Additional field staff is available to provide as-needed support.

Section C – REFERENCES

Below is list of references and their respective contact information that can attest to our streetlight maintenance services.

Customer References

1. City of Tustin Streetlight Maintenance – Citywide
   a. Stacey Cuevas, Public Works Manager – scuevas@tustinca.org 714-573-3037
      300 Centennial Way Tustin, CA 92780;
   b. Contract Term: August 2018- present.

2. City of Newport Beach – Streetlight Maintenance Citywide
   a. Dave Ichikawa, Electrical & Instrumentation Specialist – Dichikawa@newportbeachca.gov 949-718-3431
   b. Contract Term: Sept 2019 – present.

3. City of Laguna Niguel – Traffic Signal & Streetlight Maintenance
   a. Edgar Abrenica, Associate Civil Engineer – Eabrenica@cityoflagunaniguel.org 949-362-4338
   b. Contract Term: July 2020- present.

4. City of Mission Viejo Traffic Signal Maintenance, Streetlight and Digalert Utility Locating Services
   a. Brett Canedy, Transportation Analyst – bcanedy@cityofmissionviejo.org 949-470-8422
      200 Civic Center, Mission Viejo, CA 92691;
   b. Contract Term: October 2019 – present.

5. City of Fremont Streetlight Maintenance -Citywide (16,000 streetlights)
   a. Jeff Edwards, Street Maintenance Supervisor – jedwards@fremont.gov 510-979-5719
      39550 Liberty Street, Fremont, CA 94538;
   b. Contract Term: July 2013 – present.

NOTE:
BEAR ELECTRICAL is in the process of starting a Citywide LED "SMART" Lighting Upgrade project involving over 4,000 streetlights and maintenance – Project is scheduled to start in November 2021 and end in 2024. Reference: Dev Birla, PE – 626-945-0531 dbirla@cnc-eng.com

Trade References

1. NexTech Systems, Inc. – Janna McKhann jmckhann@nextechsystemsinc.com 949-916-2664
2. Cooper Lighting – Chris McLaughlin chris.mclaughlin@cooperlighting.com 916-262-5812

Section D – APPROACH AND SCHEDULE

Understanding of Scope of Work

Bear has reviewed the RFP and the Addendum #1 and understands the City of Fountain Valley is looking for a qualified electrical maintenance firm that can provide routine and response-based streetlight

maintenance, emergency repair services, non-emergency maintenance, and as-needed new equipment upgrade and installation.

Bear recognizes that the City streetlight infrastructure to be maintained consists of the following:

- 2,341 concrete poles with fixtures;
- 864 metal poles with fixtures;
- 302 wood poles with fixtures;
- Total of 3,178 lights to be maintained with additional quantities to be adjusted accordingly.

Details of Maintenance Items to be Provided

Bear Electrical agrees to provide a monthly presence in the City and to provide Preventative Routine inspections once every month by performing night checks and by responding to calls from the City.

Emergency response to knockdowns and any other calls for service will be responded to within 2-hour (max). All other electrical work such as extraordinary work and USA locating will be addressed as required or agreed upon with the City.

Routine Maintenance of Streetlights Citywide (Monthly)

- Street Light and Service Exterior – remove any posters, signs and graffiti from the streetlight and service cabinet exteriors. Check for signs of deterioration and report accordingly.
- Verify that the streetlight fixture operates properly for an acceptable brightness.
- Check for insect infestation and take necessary steps for extermination.
- Replace any signs damaged or missing traffic control signs or pedestrian push button plates affixed to any street light pole.
- Record all work activities to Bear's CRM system and immediately correct all safety deficiencies found during routine inspections;
- Perform monthly night inspections at residential and main arterials; submit monthly record thereof and repair issues found accordingly.

Non-Routine Emergency Repairs

Bear commits to responding to the following services under Non-Routine/Emergency Repairs Work, which includes, but not limited to the following:

- Furnish and install replacement street light poles and/or mast arms.
- Furnish and install replacement street light fixtures and heads.
- Furnish and install replacement service cabinet assemblies.
- Furnish and install street light conductor cables.
- Furnish and install replacement pull box and/or conduit.
- 24/7/365 Emergency response.

Underground Service Alert (Dig Alert) Monitoring

- Bear Electrical will adequately mark all streetlight, and any electrical infrastructure on behalf of the City in accordance with California Government Code Section 4216 et. seq. Bear will coordinate DigAlert requestee as needed.

  *****OPTIONAL**** Should the City need a way of filtering DigAlerts, Bear can provide a Digalert portal at no additional cost to the City. (DigAlerts must be emailed to our portal)

Work Plan & Approach to Scope of Work

We bring the same three (3) values and beliefs to the work plan & approach for this project as we do for our company by performing the following.

1. Having the Right People for the Right job
2. Using our Smart Systems and Processes
3. Having a Continuous Improvement mindset throughout the Project.

The following work plan consists of the following procedures, tasks, and methodologies.

Introduction to our System

Our company places high value on technology. Building smart systems and processes is essential to empowering our team to deliver on our promises. We invest in technology focused on improving communication and efficiency. One of those investments that is critical to Bear and is a differentiator in our industry is our own in-house system.

Built on the Salesforce and Servicemax platforms, our company developed our own proprietary software suite named S.T.A.R. (Service Tracking and Reporting). The S.T.A.R. system enables real-time exchange of information from our field & office to our customers to ensure optimal accuracy and responsiveness.

Key highlights of the system are:

- Setup and customization of an agency's own online portal to view real-time status of your work orders.
- One centralized place for all agency data – locations, asset management and inventory, and work order history organized by locations.
- Automated approval process for extraordinary work proposals.
- Smart reports and analytics to deliver accurate invoicing, and drive better decisions on how to maintain your infrastructure.
- Automated Underground Service Alert (USA) case creation and filtering.

The S.T.A.R. system will be included in the cost of the routine maintenance fee of each street light maintained for the duration of the contract. This includes (1) portal license for the City of Fountain Valley where the City can access the system via a standard typical Internet browser. All data collected from the S.T.A.R. system can be exported and converted to excel or GIS data files for the City at no additional cost at any time or at the end of the contract.

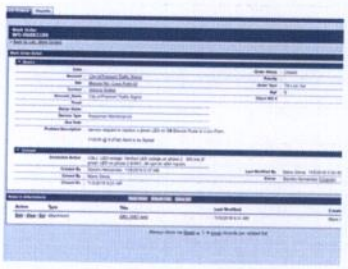
All PM inspections, extraordinary and emergency work requests, quoted work proposals will be entered into our STAR system by our dispatch staff. Both customer and field staff will have continuous 24/7/365 access to the STAR system where they can view and update the completion of work orders real time.

At the end of each month, Bear Electrical staff will generate invoice reporting through the STAR system to show previously completed routine inspections and extra work.

Training on the use of the STAR portal for the City is included as well as any customizations throughout the life of the project. Customizations are performed in-house by Bear Electrical.

System Setup & Customization

Upon receiving our notice of award for this contract, our Bear Electrical team will start setting up a new S.T.A.R. Salesforce account for your City. This includes importing signalized intersection names, intersection asset inventory information, establishing a list of authorized City project delegates, as well as uploading any other project information such as any timing plans, as-built drawings, etc. Once the Fountain Valley account is setup, an online portal log-in is created and a training day with the City is setup



typically 1 to 2 weeks prior to the start of the contract. The purpose of the training day is to go over the system as well as define further needs from the agency on alerts, reporting, and customization needs. A follow up training and meeting, typically 1 to 2 months after the start of the contract, is made to follow up on earlier feedback or gain new insights for desired customizations to the portal.

Routine Maintenance

The S.T.A.R. system will auto-generate monthly night check work order for that month allowing both the City and Bear Staff know whether then night checks have been completed. As the field electricians complete and close out the respective work order in the system, the real-time status of the PM work order

can be viewed real-time via the online portal by the City. The field technician will upload the completed checklist to the work order and write up any issues found.

At the end of each month, an invoice report detailing time and date of completion of each routine will be emailed as well as a separate invoice report detailing time and date of completion of each extraordinary repair or service call. Each invoice report will be sorted and grouped on a location basis and is typically sent out around the 10th day of each preceding month.

Equipment / Emergency Service / Extraordinary Repairs

Our Southern California Branch Office

The local branch office that will be providing service to the City of Fountain Valley is located in Anaheim, CA.

33 min (18.5 mi) via State Rte 55 S

Our Anaheim office has a operational lab and warehouse where we provide third party testing for agencies and manufacturers. Our lab is capable of testing per NEMA Specifications TS-1 and Section 96-2.14 "Testing" of the Caltrans Standard Specifications as well as any custom testing specification provided by our customers.

We also welcome public agencies to our facility to conduct meetings or training.

Each emergency or extraordinary service call can be sent to our 24/7/365 dispatch team via email, phone, or case creation via the S.T.A.R. Salesforce portal. Each service request is entered into the S.T.A.R system with date, time, and caller information as a work order and is dispatched to the appropriate field electrician.

Each field electrician is equipped with cellular phone, laptop with hotspot, and bucket truck with all the essential tools, parts, and materials. Trucks are equipped with enough stock materials to handle any knockdown and to make the area electrically safe.

Automated S.T.A.R alerts and reports as well as texts, emails, or phone calls can be made subsequent to service work is completed to the City, whichever method the City contact prefers.

Emergency Work, Traffic Control, and Warranty Service

Our Bear staff is experienced with all aspects of street light operations including design, build, and maintenance. Bear performs the best management practices and will notify and coordinate with City of Fountain Valley Police Department, Edison and Public Works for any emergency work.

Traffic control in our work will always conform with the WATCH manual, California MUTCD, and any special plan directed by the City of Fountain Valley. General best management practices (BMPs) will be followed in the course of our work.

Bear Electrical warranties are work throughout the service contract term and 12 months after date of contract completion. Bear will coordinate with the respective vendor for any defective material.

Meetings and Reports

Meeting and reporting are a vital component to our work plan. Our field team is available to meet anytime with the City. A formal, structured monthly meeting is recommended where maintenance activities, operational and timing activities, pending work, estimates, work quality, collision repair and any other signal maintenance items can be discussed. Meeting minutes can be provided to the City to document such a meeting. Personnel such as Project Manager Justin Cataldo, Operations Superintendent Ralph Murillo, Company Owner/Traffic Engineer Robert Asuncion will facilitate each meeting and will have the respective traffic signal technicians present at the meeting at no additional cost to the City.

Addition to the in-person meeting, our staff will be emailing monthly invoice reports and maintenance activity reports at the end of each month.

Reports such as the Traffic Signal Maintenance Punch List, routine maintenance, and services call can be viewed through the S.T.A.R. system or can be emailed to the City.

Underground Service Alerts (USA) Mark-outs

Bear Electrical is experienced in providing USA services to our customers. Our field team is equipped with utility locating equipment and is knowledgeable of USA processes and protocols. USA Mark-out requests can either be emailed or called in to our dispatch and a work order will be generated for dispatch. Field electrician respond by marking the field utilities and can also photograph marking and upload them to the work order for documentation.

Should the City want a full-turnkey USA Mark out service where all USA tickets are filtered for field mark-outs; our S.T.A.R. system has the feature of taking an in-bound USA ticket email and automatically creating a case for review. As each case is reviewed and a USA ticket has been deemed necessary for a field marking–then that case can be escalated to a work order.

Street Light Maintenance Methodology

Our process to carry out street light maintenance for this project is as follows:

1. Populate our STAR system with the City's streetlight inventory.
2. Auto-generate a Night Check monthly work order and complete accordingly.
3. Open a new work order for each streetlight issue found during the Night Check.
4. Open a new work order for each streetlight issue called or emailed in by the City.

5. Close out work orders respectively and report any extraordinary issues to the City for extra cost authorization.
6. Update each site's streetlight asset inventory information in STAR as needed.
7. Communicate with the City on a regular basis ensuring we are meeting expectations and understanding if there are any urgent or time sensitive needs.
8. Provide weekly status updates showing progress as well as roadblocks; such as "waiting on client" approval, "Coordinating with Edison", "Waiting on special material Order", etc.
9. Monitor trends in repeat outage calls and provide recommendations.

DigAlert/USA Marking Methodology

Our process in performing USA Marking services as follows:

1. Create an individual work order in our STAR system for each USA ticket. Upload the USA ticket information into the work order as needed.
2. Respond to each USA work order by the requested timeframe mentioned in the USA. Coordinate with the USA requestee, as needed.
3. When work is completed, updated the STAR system immediately and upload any pictures or comments as necessary.
4. Provide monthly report of work completed.
5. If needed, Bear can provide USA filtering capabilities through our STAR portal.

Organization and Scheduling of Tasks to be Performed

Project Manager Justin Cataldo and Field Superintendent Ralph Murillo will be the City's main point of contact.

Key tasks to facilitate a successful maintenance program is as follows:

Description of Task	***Responsibility***	***Expectation***
Emergency or Service Requests	Ralph Murillo	Phone call or email before and after the completion of the task order. Real time updates available in the customer portal as well.
Invoicing Reports	Justin Cataldo	Monthly - by 15th business day of subsequent month.
Online Work Order Management Training	Justin Cataldo/Robert Asuncion	1st Training – Kickoff meeting; Additional training – as needed by the City.
Tracking of Material Repairs & Warranty Components	Kevin Franco	Tracked and reported monthly
Bi-weekly status update (email) and Monthly In-Person Meetings	Justin Cataldo/Ralph Murillo	Bi-weekly and Monthly, respectively

Additional Work Not Listed in Scope of Work

All work performed by our team is always pre-authorized and no work is ever performed without the consent of the City. Each extraordinary work is typically backed up by a written authorization and a copy of that authorization is attached to the respective work order for reference.

If the City requests an extra work proposal, our team will generate a cost proposal via the S.T.A.R. system for review and approval at no extra cost to the City. It is understood that the City has the right to defer the proposed work to others.

In terms of ad-hoc engineering services, Bear Electrical is unique in a way where our field team is experienced and knowledgeable of public works construction contract methodologies and procedures. As such, we can provide cabinet testing and inspection services as needed by the City, and our processes can track costs associated with this work separately. Moreover, our company owner, Robert Asuncion is a licensed traffic engineer with public works experience and can provide supplemental engineering services inspections and reporting if desired. For more formal engineering work, Bear partners with several engineering firms which can be delivered through this maintenance contract should the City exercise this option.

Bringing Maintenance to a Higher Standard

Our company believes in performing traffic signal maintenance at a "Higher Standard." One way our company provides such service is by working collaboratively with our customers on traffic signal maintenance – whether it is providing training opportunities for existing City staff or hosting events - when needed, Bear Electrical provides industry expertise & leadership.

Sponsor, Partnerships, and Connections

Bear Electrical Solutions, Inc. is a proud sponsor of Prospect Silicon Valley. As a strategic partner and sponsor for Prospect Silicon Valley, Bear is able to share our knowledge and capabilities in promoting ITS projects.

Bear Electrical has helped Prospect with the development of a virtual traffic signal intersection at their facility for use of Prospect's members as well as deploy out any projects. As a sponsor, Bear is able to make connections with Prospect to our customers for the use of the lab as well as aligning our customers with multiple technology innovators at Prospect.
See website https://prospectsv.org/partners/ for additional details.

Workshop Training with Agencies and Industry Manufacturers

The Bear Electrical team has provided multiple training and learning seminars for various agencies and trade organizations. Topics have included:

- Traffic Signal Inspection
- Traffic Signal Design
- Traffic Signal Maintenance Best Practices
- Introduction to the Electrical Industry

Bear has also hosted and co-sponsored technical workshops for agencies to help educate and demonstrate new innovations. We have done this in collaboration with many traffic signal manufacturers.

Innovation and the Future of ITS

We believe that in order to be an industry leader one will have to participate and contribute to leading edge projects. Below are a few example projects where Bear has helped innovators bring their ideas to life.

1. ***Vehicle to Everything (V2X) deployment for autonomous vehicles.*** Intel was seeking project support to deploy their newest technology involving driverless vehicles. The goal was to have a driverless vehicle drive through a series of signals along Santa Clara County. Bear provided successful implementation of the project by providing design and installation support for Intel while coordinating with Santa Clara County to ensure field elements installed in the project were compliant to safety standards.

2. ***Parking, Red Light Camera, License Plate Recognition Technologies.*** Our company has helped multiple innovators deploy their projects throughout California. Companies such as Veramobility, Vigilant, and VIMOC reached out to Bear for integration solutions. Innovators typically do not know the governmental policies or public works standards when it comes to integrating their devices to City's fixed assets, as such, they seek Bear's expertise to implement their projects.

3. ***SMART Cities.*** We currently work with multiple public agencies and technology innovators in realizing SMART city project applications. From smart streetlights to 5G deployments to citywide WiMAX deployment, Bear has been involved in either design support, implementation, or construction of many SMART city projects throughout California. We have worked with companies such as Verizon, LYT, Intel, CLIMATEC, Mobilitie, and Modus

Section E – UNDERSTANDING OF PROJECT COMPONENTS & QUALITY CONTROL

Our work plan consists of a four (4) part work approach: 1. Understand the needs of our customer, 2. Assign proper company resources, 3. Customize and implement work order system, and 4. Provide feedback and continuous improvement. We view this project as a large contract with multiple project components integrated in it and as such, we follow this work approach consistently throughout all our activities, tasks, and projects and repeat the work approach as necessary.

We believe each work order can be viewed a "mini-project" and the constant 4-step approach is followed for each work order regardless if it is a routine or response-based work order.

No. 1 - Understand Needs

Based on our review of the RFP and background knowledge of the City, we understand the City is looking for a streetlight maintenance contractor that can provide the following:

- ***ROUTINE MAINTENANCE.*** Bear Electrical shall be responsible for all labor, tools, equipment, and material necessary to properly maintain the streetlights owned by the City.
- ***A contractor that can be available to respond twenty-four (24) hours a day, seven (7) days a week, 365 days per year.*** Bear will provide a phone number for the 24-hour service and have qualified, licensed electricians available to respond to all calls in a timely manner.
- ***Meet response time and service commitments per the RFP.*** Bear is committed in meeting all standards set by the City.
    - Bear Electrical proposes the following service response times:
        1. Emergency and Accident Response – TWO (2) hour or less
        2. Outages and Malfunctions – FIVE (5) working days or less
    - Permanent repair work proposals generated from normal maintenance tasks and emergency response shall be completed as soon as possible and in call cases within twenty-one (21) days or less, unless extended in writing by the City Engineer.
- ***Resources and Administrative Compliance will be met throughout the entire life of the project.***
    - Staffing – Bear Electrical is committed in providing the proper personnel for the respective task. No shortcuts will be taken as each personnel will be properly licensed, certified, and experienced for all respective tasks in the RFP.
    - Resources and Equipment – Bear is committed in maintain the proper number of parts, materials, and equipment commensurate to needs of the City. As a

maintenance service provider for over 70 agencies, there will be no short supply of equipment. Moreover, equipment will be operated safely and maintain a positive appearance at all times.

- Spare Equipment – Bear shall maintain adequate storage and shop facilities and a sufficient stock of fully testing controllers, spare parts, and signal equipment to effectively maintain traffic signal for the City to ensure quick, safe response.
- Salvaged/Non-Salvaged Equipment or Material – Bear shall either hold in its storage facility, or deliver to a location designated by the City, any salvageable equipment or material as directed by the City. Similarly, Bear shall properly dispose of any equipment or material declared non-salvageable at City's direction. As much as possible, salvaged equipment will be utilized if it is in good condition.

- ***Consultation.*** In the spirit of "extension of City staff," Bear Electrical in-house electricians and traffic engineer will be available for advice and consulting throughout the period of the contract. Most consultation will be pro-bono unless a formal request requiring extraordinary time and costs is needed; at which time a proposal for authorization will be developed for City's approval.

No. 2 – Assign Proper Resources

Once we have identified and understand the needs of our customers, our next step is to assign the proper company resources. We believe that by matching the right people to the right work assignments, providing smart processes and systems, and having the proper equipment and tools allows us to meet project expectations.

We empower each of our team members from Project Managers to Field Foreman and Field Staff to take complete ownership over the task and with the customer. We are diligent about recognizing each team members roles and responsibilities for each project. Our method and approach in providing a high-quality product is by having a focus on constant communication and routine job/team meetings.

For this project, we will assign the local electricians who live near Fountain Valley and will continue to assign the proper personnel based on needs.

No. 3 – Customize & Implement Work Order System

Utilizing technology and work order systems is fundamental to how our company currently works. We have built our own work order system to facilitate the work activities of a successful maintenance program. The benefit of selecting our company for this project is that we do not need to procure or train our team on the use of a computerized work order systems. Our team uses technology every day and is already equipped with tablets and laptops ready for use for this project. We look forward in marrying the City's requirements as well as sharing our experience in utilizing work order systems with the City.

No. 4 – Feedback & Continuous Improvement / Quality Control

The last step of our work approach is to seek feedback on our work as well as maintain a continuous improvement mindset. As we complete each task, we believe it is important to communicate and receive feedback from the City. Not only is this important from a project completion and invoicing perspective, but this is important as our goal is to establish a strong working relationship built on trust and communication. Our success is measured by how well we meet the expectations of the City and as a service-based project, we believe this last step is critical.

Some examples of how we complete this step is by proactively performing the following:

- Conduct monthly meetings with the City project manager
- Establish frequent communications such as emails alerts and status updates.

APPENDIX

STATE OF CALIFORNIA

GAVIN NEWSOM, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Standards Enforcement — Electrician Certification Unit
P.O. Box 420603
San Francisco, CA 94142-0603
(510) 286-3900

To whom it may concern:

The Electrician Certification Unit verifies that according to transactions recorded as of August 31, 2021, the below named Electricians are registered as either a Certified Electrician or an Electrician Trainee with the State of California with the status listed below.

Name	Zip Code	Classification	Status	Exp. Date	Number
Hernandez, Carlos P.	92553	General Electrician	Certified	01-25-2024	E170462G
Mcgaugh, Rene	92880	General Electrician	Certified	11-05-2022	E150376G
Morales Murillo, Abraham	92407	General Electrician	Certified	12-18-2022	E150841G
Nguyen, Vinh	94553	General Electrician	Certified	10-01-2022	E157510G
Pham, Minh H.	92708	General Electrician	Certified	04-07-2024	E122304G
Sumner, Wesley K.	92865	General Electrician	Certified	12-20-2021	E129105G
Torres, Arturo	91746	General Electrician	Certified	06-03-2024	E115259G
Torres, Bernardo	91342	Trainee	Active	09-10-2021	T61322

If you have any questions please contact the Electrician Certification Unit of the Division of Labor Standards Enforcement.

Luisa Martinez
Electrician Certification Manager

CERTIFIED PUBLIC SAFETY TECHNICIAN
IMSA

Ralph Murillo
is hereby certified as a

Traffic Signal Senior Field Tech Level III
by completing all requirements and examination for certification
on 12/11/2019

Valid thru 12/11/2022
Certification #CE_76730

Toby Cummings, CAE · Executive Director

CERTIFIED PUBLIC SAFETY TECHNICIAN
IMSA

Ralph Murillo
is hereby certified as a

IMSA/FOA Certified Fiber Optic Technician
by completing all requirements and examination for certification
on 1/10/2019

Valid thru 1/10/2022
Certification #CFOT_76730

Donald A. Fullerton · Interim Executive Director

CERTIFIED PUBLIC SAFETY TECHNICIAN
IMSA

Traffic Signal Renewal Program

Minh Pham

is hereby certified as a

Traffic Signal Senior Field Technician Level III

on 1/30/2018

Valid Thru 1/30/2021

Douglas M. Aiken - Executive Director

NOTE: Additional IMSA certificates of other staff were not able to be included in this proposal due to the poor quality of the scanned image. Additional certificates can be submitted separately, if needed.

END OF PROPOSAL RESPONSE

Bid Results

Bidder Details

Vendor Name	bear electrical solutions, inc
Address	1252 state street alviso, California 95002 United States
Respondee	Robert Asuncion
Respondee Title	Vice President
Phone	408-449-5178
Email	robert@bear-electrical.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	09/01/2021 11:09 AM (PDT)
Delivery Method	
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	263677
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Vendor Form.pdf	Vendor Form.pdf	Vendor Form
DIR BEAR 06-30-22.pdf	DIR BEAR 06-30-22.pdf	Attach DIR proof
09-01-21 Fountain Valley BEAR Response File.pdf	09-01-21 Fountain Valley BEAR Response File.pdf	Response File
		BAFO

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
I. Routine Monthly Preventative Maintenance							$3,495.8000		
1	1	STLITE	Lumen of 5,800 (2,569 lights/month)	Each	2569	$1.1000	$2,825.9000	Yes	
2	2	STLITE	Lumen of 16,000 (334 lights/month)	Each	334	$1.1000	$367.4000	Yes	
3	3	STLITE	Lumen of 27,500 (1 light)	Each	1	$1.1000	$1.1000	Yes	
4	4	STLITE	Lumen of 4,000 (2 lights/month)	Each	2	$1.1000	$2.2000	Yes	
5	5	STLITE	Lumen of 9,500 (199 lights/month)	Each	199	$1.1000	$218.9000	Yes	
6	6	STLITE	Lumen of 22,000 (73 lights/month)	Each	73	$1.1000	$80.3000	Yes	
II. Extraordinary Maintenance							$14,274.5000		
7	1	M & P	Supplier's Invoiced Amount Plus Percentage	Lump Sum	1	$10.0000	$10.0000	Yes	10.0 Percent Markup
8	2	LABOR	Transportation Systems Electrician(Reg. Time)	Hour	1	$115.0000	$115.0000	Yes	
9	3	LABOR	Transportation Systems Electrician(Overtime)	Hour	1	$170.0000	$170.0000	Yes	
10	6	LABOR	Laborer (Regular Time)	Hour	1	$80.0000	$80.0000	Yes	
11	7	LABOR	Laborer (Overtime)	Hour	1	$120.0000	$120.0000	Yes	
12	8	LABOR	Painter (Regular Time)	Hour	1	$75.0000	$75.0000	Yes	
13	9	LABOR	Painter (Overtime)	Hour	1	$175.0000	$175.0000	Yes	
14	10	EQUIP	Flex Lift (Hydraulic Boom)	Hour	1	$45.0000	$45.0000	Yes	
15	11	EQUIP	Pickup Truck	Hour	1	$15.0000	$15.0000	Yes	
16	12	EQUIP	Service Truck	Hour	1	$45.0000	$45.0000	Yes	
17	13	EQUIP	Bucket Truck	Hour	1	$45.0000	$45.0000	Yes	
18	14	EQUIP	Concrete Saw/Water Truck	Hour	1	$25.0000	$25.0000	Yes	
19	15	EQUIP	Air Compressor With Tools	Hour	1	$15.0000	$15.0000	Yes	
20	16	MISC	LED Street Light Fixture	Each	1	$335.0000	$335.0000	Yes	
21	16A	MISC	LED Street Light Fixture (16,000 LUMEN)	Each	11	$335.0000	$3,685.0000	Yes	
22	16B	MISC	LED Street Light Fixture (27,500 LUMEN)	Each	1	$447.5000	$447.5000	Yes	
23	16C	MISC	LED Street Light Fixture (4,000 LUMEN)	Each	1	$335.0000	$335.0000	Yes	
24	16D	MISC	LED Street Light Fixture (9,500 LUMEN)	Each	1	$335.0000	$335.0000	Yes	
25	16E	MISC	LED Street Light Fixture (22,000 LUMEN)	Each	1	$435.0000	$435.0000	Yes	
26	17	MISC	Street Light Photocell Sensor	Each	1	$67.0000	$67.0000	Yes	
27	18	MISC	Type 3 Service Cabinet & Appurtenances (Operating & Certification Tests, complete without environmental testing)	Each	1	$6,600.0000	$6,600.0000	Yes	
28	19	MISC	Installation of electrical conductor cables	Loop	1	$850.0000	$850.0000	Yes	
29	20	MISC	Job site inspection (when requested) for new street light installation	Hour	1	$250.0000	$250.0000	Yes	
III. Underground Service Alert							$150.0000		
30	1	SERVIC	Respond to underground alert request for mark and meet the existing street light related underground facilities including but not limited to underground wires and pull boxes	Each	1	$150.0000	$150.0000	Yes	
IV. Repair and Refurbish Street Light							$950.0000		
31	1A	AS ASG	STANDARD METAL POLE	Each	1	$950.0000	$950.0000	Yes	Pricing is for minor refurbishment and surface cleanup; structural integrity of existing pole is intact.
32	1B	AS ASG	MARBLE LITE POLE	Each	1		$0.0000	No	Repair or refurbishment of Marble Lite Poles are not advised.

Line Item Subtotals

Section Title	Line Total
I. Routine Monthly Preventative Maintenance	$3,495.8000
II. Extraordinary Maintenance	$14,274.5000
III. Underground Service Alert	$150.0000
IV. Repair and Refurbish Street Light	$950.0000
Grand Total	$18,870.3000

AMENDMENT NO. 1 TO CON 21-63 (Munis CON 1040) FOR STREET LIGHTS REPAIR SERVICES

THIS FIRST AMENDMENT to CON 21-63 (Munis CON 1040) is made and entered into this 19th day of September, 2023, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation (hereinafter "CITY"), and Bear Electrical Solutions, Inc. (hereinafter "CONTRACTOR").

Recitals

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement for Street Lights Maintenance and Repair Services CON 21-63 (Munis CON 1040) dated October 19, 2021, ("AGREEMENT");

WHEREAS, the AGREEMENT was for an amount not-to-exceed $110,000.00 per year and expires October 19, 2023;

WHEREAS, the CITY, at its option and with CONTRACTOR concurrence, may renew the AGREEMENT for two (2) additional two (2) year periods under the same terms and conditions as the AGREEMENT, including a provision for a Consumer Price Index (CPI) adjustment in the cost of the AGREEMENT;

WHEREAS, the parties do now desire to exercise the first option and extend the term of the AGREEMENT for another two (2) years for an amount not to exceed $110,000.00 per year, and to expand the scope of services called for under the AGREEMENT to provide for additional Street Lights Maintenance and Repair Services;

WHEREAS, CITY has not expended the TOTAL CONTRACT SUM provided for in the AGREEMENT and the funds remaining are insufficient for the proposed scope of work; and

WHEREAS, the parties desire to amend the AGREEMENT to increase the TOTAL CONTRACT SUM by $220,000.00 through October 19, 2025, for a total amount not to exceed $400,000.00.

Now therefore, the parties do hereby agree that:

1. The compensation provided to CONSULTANT shall be increased by an amount not to exceed $110,000.00 per each year for the additional two-year term through October 19, 2025.

2. The scope of services and compensation provided to CONSULTANT shall not exceed a TOTAL CONTRACT SUM of $400,000.00.

3. That the AGREEMENT, as amended, shall remain in effect until October 19, 2025.

4. Except as specifically stated herein, all other terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

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ATTEST:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

_____
Kim Constantine, Mayor

APPROVED AS TO FORM:

_____
Attorneys for the City

CONSULTANT

_____
Robert Asuncion, Vice President

APPROVED AS TO CONTENT:

_____
Scott Smith, Public Works Director