



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, October 7, 2025
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. **If you require audio assistance to hear more clearly in the City Council Chamber, there are assisted listening devices available for use. Closed Captioning is also available by viewing the City Council meeting via the Zoom link on page 2 of the agenda.**

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 only be allowed into the Zoom meeting if they request to make a public comment. In order to make a public comment, you will indicate through the chat feature which item you would like to speak on, and 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 Meeting

Time: Oct 7, 2025 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://fountainvalley.zoom.us/j/87411079444?pwd=ModKjpuWb5aGlbz0Gkz7XBRWdkaZbl.1>

Meeting ID: 874 1107 9444

Passcode: 293870

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 LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: City of Fountain Valley v. Omni Metal Furnishing, Inc.

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(1 potential case - consider amicus support re City of Huntington Beach v. Newsome)

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Kurt Neuhausen v. City of Fountain Valley

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

5. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(1 potential case)

6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Mayor and Vice Mayor
Unrepresented employee: City Manager

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. Removal of On-Street Parking and Addition of a Traffic Lane for Southbound Euclid Street, Between Edinger Avenue & Warner Avenue – Presentation by Scott Smith, Public Works Director
2. Municipal Code Requirements: business closure – Presentation by Omar Dadabhoy, Community Development Director

OPEN SESSION

CALL TO ORDER

6:00 p.m.

INVOCATION

SALUTE TO THE FLAG

Council Member Glenn Grandis

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

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

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

CITY MANAGER / MAYOR UPDATE

PRESENTATIONS

- Advisory Committee for Persons with Disabilities Awards Program – Presentation by Jenni Worsham, Community Services Manager
- Business Recognition – LA Fitness – Presentation by Mayor Bui
- Business Recognition – Lamppost Pizza – Presentation by Mayor Bui
- Proclamation Recognizing the Month of September as National Potluck Month – Presentation by Mayor Bui
- US Japan Sister Cities Summit Recap – Presentation by Scott Smith, Public Works Director

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 – 3 will be approved simultaneously with one motion unless separate action/or discussion is requested.

1. Receive and Final the Draft Minutes of the September 25, 2025 regular City Council Meeting
Page 5
2. Approve the Register of Demands for the period of 9/4/2025 to 9/25/2025 **Page 17**

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 9/4/2025 and 9/25/2025 for a total of \$6,562,055.51.

3. Approve a CPI Increase for Republic Services (dba Rainbow) Trash Collection Rates for Residential and Commercial Service **Page 39**

ADMINISTRATIVE ITEMS

4. Amendment to Professional Services Agreements with The Code Group Inc. and True North Compliance Services for Plan Review and Staffing Services – Presentation by Darik Doggett, Building Official **Page 53**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute amendments to the professional services agreements with The Code Group Inc. and True North Compliance Services to increase the total combined contract sum by \$800,000, for a new not-to-exceed amount of \$1,604,000.

5. City of Fountain Valley Six Month Strategic Objectives Adoption for October 7, 2025 through March 17, 2026 – Presentation by Maggie Le, City Manager **Page 137**

Adopt the six-month strategic objectives matrix for October 7, 2025, through March 17, 2026

6. Consideration of Resolution Setting forth the City Council's Official Position Opposing Proposition 50: Legislative Congressional Amendment Regarding Congressional Redistricting – Presentation by Colin Burns, Attorney for the City **Page 143**

Consider the request that the City Council adopt a Resolution setting forth the City Council's official position in opposition to Proposition 50.

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 Philip Nisco, a long time Fountain Valley resident and dedicated volunteer and community member.

The next Regular Meeting of the Fountain Valley City Council is Thursday, October 23, 2025, 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: Scott Smith, Public Works Director

DATE: October 7, 2025

SUBJECT: Study Session on “Removal of On-Street Parking and Addition of a Traffic Lane for Southbound Euclid Street, Between Edinger Avenue & Warner Avenue”

EXECUTIVE SUMMARY:

Euclid Street between Edinger Avenue and Warner Avenue is a five (5) lane asymmetric primary Arterial Street as defined by the Orange County Transportation Authority (OCTA) Master Plan of Arterial Highways (MPAH). There are three (3) northbound lanes and two (2) southbound lanes.

This study session is intended to provide information on removing on-street parking on the west side of southbound Euclid Street and adding a southbound lane on Euclid Street between Edinger Avenue and Warner Avenue.

DISCUSSION:

The segment of Euclid Street between Edinger Avenue and Warner Avenue is a five (5) lane primary arterial street. There are three (3) northbound lanes and (2) southbound lanes. Following the approval of the Euclid + Heil Project in July 2025, staff received direction from City Council to look into adding a southbound lane on Euclid Street due to capacity concerns.

Level-of-service (LOS) is a performance metric that is frequently used at the planning level and represents the relationship between the capacity and the average daily volume of a given roadway segment. The subject segment of Euclid Street currently operates at a LOS D, which is within the City’s acceptable LOS range. Adding southbound lane would increase the capacity of the Euclid Street segment, and in turn improve the LOS.

The subject segment of Euclid Street is bounded by residential housing to the east and Mile Square Park (MSP) to the west. There is currently on-street parking on the west side of Euclid Street that is frequently used by MSP patrons. Adding a southbound lane would necessitate

the removal of the existing on-street parking. The next closest parking option for MSP patrons, excluding the paid parking in MSP, is the on-street parking in the residential areas on the east side of Euclid. While the removal of on-street parking and addition of a southbound lane will increase capacity, it may also create potential parking impacts in the adjacent residential areas.

To best understand the capacity and LOS benefits and associated potential impacts inherent in the addition of a southbound lane, hiring a traffic consultant to complete a study is recommended. Staff would solicit proposals from the City's various on-call traffic engineering consultants, and may even issue a request-for-proposal (RFP) due to the nature of the study to hire a consultant that specializes in this field.

A rough order of magnitude cost estimate for the traffic study and analysis is \$100,000. The study is anticipated to take nine (9) to twelve (12) months to complete from the date of issuing the purchase order. Staff anticipates the cost to develop construction documents to be \$100,000, and the cost to construct the southbound lane to be \$50,000, assuming there is no necessary concrete or asphalt restoration work to construct the lane. At this time, this project does not appear to qualify for any special funding. As such, this project would be funded by the General Fund.

Staff is seeking direction from City Council on:

1. Time frame to pursue the addition of a southbound lane on Euclid Street between Edinger Avenue and Warner Avenue.

Attachments:

1. Exhibit A – Euclid Street between Edinger Avenue and Warner Avenue

Euclid Street Between Edinger Avenue and Warner Avenue



Edinger Ave

Edinger Ave

Flower Ave

Bluebell Ave

Petal Ave

Coral Aloe Ave

Snowdrop Ave

Euclid St

Ivory Ave

Heil Ave

Lavender Ave

Sugarloaf St

Stonecress Ave

Warner Ave

Google Earth

2000 ft



CITY OF FOUNTAIN VALLEY

COUNCIL MEMORANDUM

To: Honorable Mayor and
Members of the City Council

Agenda Date: October 7, 2025

SUBJECT: Vacant City Businesses – Signage and Maintenance

EXECUTIVE SUMMARY:

At the August 19, 2025, City Council meeting the following information was requested from City staff:

- Requirements of signage on vacant businesses
- Maintenance of vacant businesses

DISCUSSION:

Existing Fountain Valley Municipal Code (FVMC) addresses abandoned signage at vacant businesses and the required maintenance of vacant properties.

FVMC Section 21.24.120 states that when a business closes, the sign shall be removed by the owner or lessee of the property within 90 days. If it is not removed in that timeframe, the city will issue a notice to the owner to remove it within 30 days and if there is no compliance, the city may remove it at the owner's expense.

FVMC Section 8.53.030 requires property owners to board up properties if they cannot be secured by locking the doors and windows, or if the property becomes a public nuisance that is an immediate danger to the community.

Below are the code sections in their entirety:

- **FVMC 21.24.120 Abandoned signs.**

Signs shall be removed by the owner or lessee of the premises upon which the sign is located when the establishment that it advertises is no longer in operation on the premises for a period of ninety calendar days. If the owner or lessee fails to remove the sign, the director shall give the owner thirty days written notice to remove it. Upon failure to comply with the notice, the director may have the sign removed at the owner's expense.

- **FVMC 8.53.030 Required boarding and maintenance of vacant buildings.**

- a) Each vacant building shall be boarded by the owner when the building can no longer be secured against intrusion by unauthorized persons by means of the closing and locking of doors and windows.
- b) Vacant buildings that are immediately dangerous are defined in Chapter 8.04 of this code, and if any such vacant building is open and accessible to the general public, it may be summarily boarded by the city, pursuant to Chapter 8.04 of this code.
- c) Any building that is boarded, whether by voluntary action of the owner, or as a result of enforcement activity by the city, shall be boarded in compliance with the standard as set forth in Section 8.53.020, under the definition of the term "boarded."
- d) Each vacant building shall be actively maintained and monitored by the owner of the parcel of land on which the vacant building is located.

ENFORCEMENT:

It is the responsibility of the property owner to ensure properties are maintained and secure when they are vacant and to keep the property in compliance with the FVMC. Once code enforcement becomes aware a property is vacant, it is routinely monitored to make sure it is being maintained within the requirements of the FVMC. If violations are identified, a code enforcement case will be initiated on the property, and with all codes enforced and abated accordingly. Code enforcement staff has direct contact information for most commercial centers property owners which expedites abatement. There were several RVs parked on the property in question which have been removed. Code Enforcement staff is also working with the property owner to paint the boards a similar color to the building to improve the aesthetics.

Code enforcement is presently monitoring several vacant buildings. There is one known vacant commercial building that is boarded up as the regular locks on the doors and windows were not enough to secure it. The property is being minimally maintained and is attracting transient activity. Code enforcement routinely inspects the property and contacts the owner directly for quick abatement of the violations.

Oftentimes, in the monitoring of vacant properties, code enforcement will find that a new tenant is doing tenant improvements without the required building permits. When this occurs, code enforcement staff issues a stop work order and requires the new tenant and/or the owner to obtain the necessary building permits to bring property into compliance.

Prepared by: Joshua Aronsen, Lead Code Enforcement Officer

Approved by: Omar Dadabhoy, Deputy City Manager/Community Development Director



**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 5:15 p.m.
Regular Meeting 6:00 p.m.
Tuesday, September 25, 2025
Council Chambers**

CLOSED SESSION

CALL TO ORDER

4:00 p.m.

PUBLIC COMMENTS

(Closed Session matters only)

None

1. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: People v. Bernal

No Reportable Action

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: City of Fountain Valley v. Omni Metal Furnishing, Inc.

This item was continued until the October 7, 2025 Regular City Council meeting

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case)

By a 5-0 vote, the City Council approved the initiation of a petition to be filed.

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case)

No Reportable Action

STUDY SESSION

CALL TO ORDER

5:28 p.m.

PUBLIC COMMENTS

(Study Session matters only)

1. Employee Engagement Committee Update – Presentation by Jenni Worsham, Community Services Manager & Robin Harnish, Finance Manager

An update was provided on what the Employee Engagement Committee has accomplished over the last and what they propose to plan in the future.

2. Policy on City Filming Procedure – Presentation by Meghan Wishner, Management Analyst

Meghan Wishner presented a draft policy on filming city events. The policy will be renamed Standard Operating Procedure.

OPEN SESSION

CALL TO ORDER

6:07 p.m.

INVOCATION

Pastor Alfonso Ramirez

SALUTE TO THE FLAG

Mayor Ted Bui

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

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

Council Members Absent: None

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

Item 3 – An Attachment to the Treasurers Report was updated to include the sweep account.

CITY MANAGER / MAYOR UPDATE

City Manager Maggie Le and Mayor Bui provided their updates.

PRESENTATIONS

- Recognition of Sonesta ES Suites Employee Mark Sandoval – Presentation by Mayor Bui

Mayor Bui recognized Mr. Sandoval for his life-saving efforts towards one of the guests at Sonesta Suites.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

CONSENT CALENDAR

Consent Calendar Items 1 through 7 were approved simultaneously. Item No. 8 was pulled by Council member Harper for discussion.

1. Receive and File the Draft Minutes of the August 19, 2025 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the August 19, 2025 Regular City Council Meeting

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

2. Approve the Register of Demands for the period of 8/8/2025 to 9/3/2025

ACTION: Move to Approve the Register of Demands for the period of 8/8/2025 to 9/3/2025

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

3. Receive and file the quarterly Treasurer's Report for quarter ended June 30, 2025.

ACTION: Move to Receive and file the quarterly Treasurer's Report for quarter ended June 30, 2025.

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

4. Annual Report of the Planning Commission and the Planning Department Activities for FY 2024-25

ACTION: Move to Approve the Annual Report of the Planning Commission and the Planning Department Activities for FY 2024-25

MOTION: Constantine SECOND: Cunneen

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

5. Approve an agreement with Southern California Edison to enter the LS-1 Option E program and authorize the City Manager to execute the agreement, subject to non-substantive changes approved by the City Manager and Attorney for the City.

ACTION: Move to Approve an agreement with Southern California Edison to enter the LS-1 Option E program and authorize the City Manager to execute the agreement, subject to non-substantive changes approved by the City Manager and Attorney for the City.

MOTION: Constantine SECOND: Cunneen

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

6. Approve the revised agreement between the City of Fountain Valley and CalOptima Health for participation in the City's voluntary participation in the Voluntary Rate Range Program (VRRP)

ACTION: Move to Approve the revised agreement between the City of Fountain Valley and CalOptima Health for participation in the City's voluntary participation in the Voluntary Rate Range Program (VRRP)

MOTION: Constantine SECOND: Cunneen

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

7. Approval of the agreement with the Municipal Water District of Orange County (MWDOC) for Sharing Consultant Costs for 2025 Urban Water Management Plans in the amount of \$62,004 plus a contingency of 10% for a total amount not to exceed \$68,204

ACTION: Move to Approve the agreement with the Municipal Water District of Orange County (MWDOC) for Sharing Consultant Costs for 2025 Urban Water

Management Plans in the amount of \$62,004 plus a contingency of 10% for a total amount not to exceed \$68,204

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

8. Item pulled by Council Member Harper

Purchase and implementation of Brightly Confirm Work Order and Asset Management System with ESRI GIS integration.

ACTION: Move to Approve the purchase and implementation of Brightly Confirm Work Order and Asset Management System with ESRI GIS integration.

MOTION: Harper SECOND: Grandis

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS

9. Public Hearing - FY 2024-25 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Public Hearing Opened: 6:52 p.m.

No public comments

Public Hearing Closed: 6:53 p.m.

ACTION: Move to Approve the FY 2024-25 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MOTION: Constantine SECOND: Cunneen

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

ADMINISTRATIVE ITEMS

10. Approve Amendment No. 2 to CON 21-63 (1040) with Bear Electrical Solutions, LLC

ACTION: Move to Approve Amendment No. 2 to CON 21-63 (1040) with Bear Electrical Solutions, LLC

MOTION: Constantine SECOND: Grandis

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

11. 1) Authorize staff to issue a purchase order to Olathe Ford Sales, Inc., pursuant to FVMC 2.36.070 (a) (4), for the purchase of four (4) new 2025 Ford Police Interceptor Utility Patrol Units for \$234,451.70 through the existing cooperative contract with Sourcewell; and 2) Authorize staff to dispose of the existing vehicles by means that best meet the City's needs

ACTION: Move to 1) Authorize staff to issue a purchase order to Olathe Ford Sales, Inc., pursuant to FVMC 2.36.070 (a) (4), for the purchase of four (4) new 2025 Ford Police Interceptor Utility Patrol Units for \$234,451.70 through the existing cooperative contract with Sourcewell; and 2) Authorize staff to dispose of the existing vehicles by means that best meet the City's needs

MOTION: Grandis SECOND: Constantine

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

12. Authorize staff to issue a purchase order to Plumber's Depot, Inc., pursuant to FVMC 2.36.070 (a) (4), for the purchase of one (1) new 2025 GapVax MC1510-3S3X Combination Jet/Vac truck for \$734,828.32 through the existing cooperative contract with Sourcewell; and Authorize staff to dispose of Unit #8969 by means that best meet the City's needs.

ACTION: Move to Authorize staff to issue a purchase order to Plumber's Depot, Inc., pursuant to FVMC 2.36.070 (a) (4), for the purchase of one (1) new 2025 GapVax MC1510-3S3X Combination Jet/Vac truck for \$734,828.32 through the existing cooperative contract with Sourcewell; and Authorize staff to dispose of Unit #8969 by means that best meet the City's needs

MOTION: Constantine SECOND: Harper

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None
ABSENT: None
ABSTAIN: None

13. Adopt a Resolution of the City Council and of the City of Fountain Valley relating to the classification, compensation, and terms of employment of employees represented by Teamsters Local 986 - Fountain Valley General Employees' Association, Fountain Valley Municipal Employees' Association, and Fountain Valley Professional and Technical Unit effective July 1, 2024, through June 30, 2027.

ACTION: Move to Adopt a Resolution of the City Council and of the City of Fountain Valley relating to the classification, compensation, and terms of employment of employees represented by Teamsters Local 986 - Fountain Valley General Employees' Association, Fountain Valley Municipal Employees' Association, and Fountain Valley Professional and Technical Unit effective July 1, 2024, through June 30, 2027.

MOTION: Harper SECOND: Bui

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

14. Approval of a MOU between the Cities of Santa Ana, Garden Grove, and Fountain Valley for a grant to develop joint Business Improvement District for Little Saigon

This item was continued to the October 23, 2025 Regular City Council meeting.

15. Request for a one-year extension and CPI Increase to the Hourly Rates for the Harper & Burns Legal Services Contract

ACTION: Move to Approve a Request for a one-year extension and CPI Increase to the Hourly Rates for the Harper & Burns Legal Services Contract

MOTION: Constantine SECOND: Cunneen

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

16. Approve a transition to the proposed City-operated Ambulance Program and direct the Fire Department to coordinate a detailed transition plan, including the purchase of capital

equipment and funding of additional staff, targeting implementation by November 2026.

ACTION: Move to Approve a transition to the proposed City-operated Ambulance Program and direct the Fire Department to coordinate a detailed transition plan, including the purchase of capital equipment and funding of additional staff, targeting implementation by November 2026

MOTION: Grandis SECOND: Bui

AYES: Constantine, Grandis, Harper, Cunneen, Bui

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Constantine requested that a study session on Code Enforcement be presented to the City Council. There was no second.

Council Member Harper requested that staff bring back a Resolution of Opposition to Proposition 50. Second by Vice Mayor Cunneen

Mayor Bui requested that the city follow the ban on a new drug, "Kratom". Second by Council member Grandis

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

None

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

Mayor Bui

June 4, attend Youth Government Day

June 5, attend the Mayor's Panel and Media at the Great Wolf Lodge Southern California

Later in the day attend OC Park Meeting

June 6, attend Phuc Long Tea & Coffee Ribbon Cutting

June 12 Attend OC Waste & Recycling meeting. Later in the evening attend FV Night Market

June 18 Attend PCTA Board Meeting and Chamber of Commerce Multi Culture Round table

June 20 Welcoming everyone to the Summerfest Opening Ceremony

June 26 Attend GWC Police Academy Graduation. Attend State of the City Fullerton. Attend State of the City Stanton

June 27 Attend Supervisor Nguyen office hour and update for senior program

July 1 Attend the Senior Center Independence Day Luncheon

July 4 Attend the 4th of July Parade in HB

July 31 Attend the Concerts in the Park and Ed Arnold Way Recognition

August 7 Attend the chamber of Commerce Legislative Breakfast. Attend 2nd Annual Bowling

Tournament.

August 16 Attend Cultural Heritage Festival 50yrs celebration organized by OC Supervisor Nguyen

August 20 Attend PCTA Board Meeting. Attend Chief Bill McQuaid's Celebration of life service.

Sept 3 Attend FV Citizen's Academy

Sept 5 Attend FV Lobster Festival ceremony opening

Sept 10 Attend FVPD Badge Pnning Ceremony

Sept 11 Attend Fire Station 1, remembering 9/11 servicemen and victims of the tragic loss of life.

Attend OC Waste & Recycling meeting. Attend Chamber of Commerce Network at Night.

Sept 13 Attend 9th Annual Ed Arnold Volunteer recognizing Larry Crandall for been volunteering of the year service award.

Sept 23 Attend strategic planning retreat

Sept 25 Attend FACCOC Go Green & Health Expo Mayoral Panel

Vice Mayor Cunneen

August 20 Attended the transport ceremony and celebration of life for Fire Chief Bill McQuaid

September 3 Attended the Inaugural Fountain Valley Citizens' Academy

September 4 Attended the Cal Cities OC Division meeting

September 5 Attended the Lobster Fest

September 12 Attended the Mobility 21 Transportation Industry event

September 16-19 Attended the Sister Cities International Summit in Japan

September 24 Attended the award ceremony for a \$550,000 grant from the Orange County Business Council

Council Member Grandis

August 20 Attended the Celebration of Life for Fire Chief Bill McQuaid

August 21 Attended the Community Foundation meeting

August 25 Attended the Special Board Meeting for OCPA

August 26 Attended the Boys and Girls Club Board Meeting

August 27 Attended the OC Sanitation Steering Committee meeting

August 29 Attended the HAM Final Reveal at Advanced Beauty College

September 5 Attended the Lobsterfest

September 14-21 Attended the Sister City Conference in Osaka, Japan

September 22 Attended the OCPA marketing meeting

Council Member Constantine

August 20th, attended the Memorial Service for our late Fountain Valley Fire Chief, Bill McQuaid at Mariners Church Irvine. Later, I attended a memorial dinner event in his honor at Heritage Park with his family, friends, City staff, etc.

August 21, as the Trustee for the City of Fountain Valley to the Orange County Mosquito and Vector Control Board, I participated in the Board Meeting at the Orange County Mosquito and Vector Control District headquarters in Garden Grove. In the evening, I participated as a Director in the Fountain Valley Community Foundation Board Meeting and Grant Meeting, then attended the Volunteer Meeting at Founders Village Senior and Community Center.

August 22nd, stopped in at the film for senior citizens “The Bucket List - 2007” at Founders Village Senior and Community Center.

August 23rd, stopped in at the Fountain Valley Historical Society’s Old Fashion Ice Cream Social at Heritage Park.

August 25th, watched the ACC-OC (Association of California Cities - Orange County) virtual webinar “Redistricting California: What the 2025 Congressional Maps Could Mean for Orange County” on Zoom.

August 26th, watched the Orange County Board of Supervisors Meeting on the County’s website.

August 27th, listened to the Blue Dag “ADA Open Discussion - Bring Your Barriers” on Zoom, then the ACC-OC (Association of California Cities - Orange County) virtual webinar “The Impact of Medi-Cal Changes on Orange County’s Health Care Landscape” on Zoom.

August 28th, participated in a meeting about our potential City ambulance problem at City Hall with our City Manager, fellow City Council Member Jim Cunneen, and City staffers Finance Director Ryan Smith, Human Resources Director Tania Knauerhaze, and Tim Saiki, our Acting Fire Chief. Later, I stopped in at the City Hall’s Multicultural Potluck at our City Hall Courtyard, then the Annual Boy Scout BBQ supporting Fountain Valley High School Baron Bingo at Fountain Valley High School.

September 3rd, attended our Annual Employees Health & Wellness Fair and luncheon at our Recreation Center, Fountain Valley Sports Park.

September 4th, participated in our City of Fountain Valley Advisory Committee for Persons with Disabilities Meeting at Founders Village Senior and Community Center.

September 5th, participated in the annual Original Lobster Festival Welcome” by City Council at the Fountain Valley Sports Park, then stopped in at our our City of Fountain Valley Advisory Committee for Persons with Disabilities first “Social Club” event, the Chess Club, and the “Western Dance for Senior Citizens”. The country music was great and the dance very well attended. All 3 at Founders Village Community and Senior Center.

September 6th, attended our Free E-Waste, Paper Shredding and Compost Bag Giveaway event at the Fountain Valley Sports Park. It was super, successfully busy! I also stopped in at the “United 4 Orange County 4 Million Moments of Impact 2030 Kick-Off Event” at the Fountain Valley Sports Park since it was right there where I parked. Later, I stopped in at the annual “Original Lobster Festival” at the Fountain Valley Sports Park.

September 7th, stopped in at the annual “Original Lobster Festival” at the Fountain Valley Sports Park.

September 9th, watched the Orange County Board of Supervisors Meeting on the County’s website.

September 10th, attended the Fountain Valley Police Department’s Badge Pinning Ceremony for several new Fountain Valley police officers and many promotions at Saigon Grand Center. I am so proud of all of them.

Our City's trip to Japan went well for the 2025 Sister U.S. - Japan Sister Cities Summit — their 70th Anniversary starting September 14th through September 20th. This was truly something very special, as they don't do an annual conference. Our City is considering doing a Sister City with one in Japan. I flew on Japan Airlines and stayed at OMO Kansai Airport in Izumisano, Osaka, Japan. From City Hall, on the trip was our City Manager, Maggie, fellow City Council Members Ted Bui, Jim Cunneen, and Glenn Grandis. Additionally, our Public Works Director Scott Smith was in attendance.

The Summit venue for opening, breakout, and closing sessions Tuesday through Friday was the Star Gate Hotel across the way.

Tuesday, Wednesday, and Friday Summit Sessions included:

The Opening Ceremony and Presentation; Hajimori of US-Japan Sister City Relationships,

“Kamome Comes Home: How a Lost Boat Brought Two Cities Together” — absolutely riveting and heartwarming!

“Helping Through Heartbreak: Supporting Your Sister City During a Tragic Event”.

Tuesday evening, we attended a VIP Reception and the Izumisano Mayor Hiroyassu Chiyomatsu Welcome Reception also at the Star Gate Hotel.

“Economic Partnerships - Reimagining What's Possible”.

“Expert Panel: Leveraging the Power of Sports Diplomacy”.

“Unlocking Opportunities: A US - Japan Dialogue on Female Leadership & Innovation”.

“Let's Network! Sister City Showcase and Experience Japan - Hands on Cultural Activities” — really great, with lots of Sister Cities in a tradeshow format.

Wednesday evening there was a Tomodachi Reception at the Summit site, then we walked to the Ochi Arena for a fabulous 20-minute fireworks display that was the most amazing I've seen.

Later, we joking the Sakura City team (Manager Takayanagi, City Clerk Takahashi and Emmanuel Josiah for dinner at Kushikatsu Ebessan in Rinkutown.

On Thursday, we all attended the Osaka World Expo. Our tour was the U.S. and Japan Pavilions. I was honored to be permitted to also tour the Italy Pavilion and see original works of art by Da Vinci, Caravaggio, and Perugino.

Empower - Closing Plenary - “The Future of the US - Japan Relationship: Empowering the Leaders of Tomorrow”.

Boarded the Japan Airlines flight back to Los Angeles Airport on Saturday evening and returned on Saturday before noon, since gaining the hours lost due to crossing the various time zones.

September 23rd, participated in our twice a year Citywide Strategic Planning Meeting at the Fountain Valley Recreation Center.

September 24th, stopped in at the weekly Fountain Valley Citizen's Academy. This week, it was Fire Station 1 on Bushard, then returning to Founders Village Senior and Community Center.

Council Member Harper

August 20	Attended the PCTA meeting
August 25	Attended the OCTA Board meeting
August 27	Attended the OCTA Finance Committee meeting
August 28	Attended the OCTA Regional Transportation Planning Committee meeting and the CALCOG Finance Committee meeting
September 5	Attended the Lobster Festival
September 8	Attended the OCTA Board meeting
September 10	Attended the OCTA Finance Committee meeting and Police Badge Ceremony at Saigon Grand Center
September 13	Attended the Rotary Club Event Ed Arnold volunteer of the year
September 17	Attended the PCTA meeting
September 18	Attended the Mobile Source Air Pollution Reduction Committee meeting
September 20	Attended the Miss Fountain Valley breakfast
September 22	Attended the OCTA Board meeting

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

Mayor Bui Adjourned tonight's meeting in the Memory of Fountain Valley Fire Chief Bill McQuaid and Bill Curley, Partner at the Attorney for the City's' Office of Harper and Burns.

Mayor Bui adjourned the meeting at 8:21 pm to the next Meeting of the Fountain Valley City Council on October 7, 2025 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Ted Bui, 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: October 7, 2025

SUBJECT: City of Fountain Valley Register of Demands for the period of 9/4/2025 to 9/25/2025

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 certifies 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 9/4/2025 and 9/25/2025 for a total of \$6,562,055.51.

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 9/4/2025 and 9/25/2025 for a total of \$6,562,055.51.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 9/4/2025 to 9/25/2025.



City Of Fountain Valley
Register of Demands
9/4/2025 - 9/25/2025

Department

Check Date	Vendor	Description	Doc #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
09/04/25	U.S. BANK CORPORATE	CITY P-CARDS JULY 2025 - 4245 0445 5574 3131	41894	4613	52,465.26
09/10/25	CALPERS	SEP 2025 - CALPERS MEDICAL	41387	4541	324,242.65
09/04/25	STANDARD INSURANCE C	AUGUST 2025 - VISION ACTIVE	41391	2316450	2,952.72
09/04/25	MUNICIPAL DENTAL POO	SEPTEMBER 2025 DELTA DENTAL PPO	41396	2316427	12,070.31
09/04/25	MUNICIPAL DENTAL POO	SEPT 2025 DELTA DENTAL HMO	41401	2316428	1,844.46
09/11/25	THE LINCOLN NATIONAL	SEP 2025 LIFE INSURANCE/LTD/ADD/EAP	41624	2316520	1,315.64
09/04/25	EMPOWER/BENEFITS COR	PR PPE250829 - DED - 7031, 7032, 7033, 7036	41608	4574	77,384.93
09/04/25	CALIFORNIA STATE DIS	PR PPE250829 - DED 6004, 6005, 6007	41609	4571	1,104.35
09/04/25	INTERNAL REVENUE SER	PR PPE250829 - DED 1100, 3000	41616	4572	187,981.72
09/04/25	EMPLOYMENT DEVELOPME	PR PPE250829 - DED 4000	41617	4573	61,999.15
09/18/25	AFLAC	SEPT'25 AFLAC ACCT HH049	42106	2316528	4,071.58
09/17/25	FOUNTAIN VALLEY POLI	PR PPE250912 - DED 8002	42276	4647	2,400.00
09/17/25	FOUNTAIN VALLEY CRED	PR PPE250912 - DED 9500	42277	4645	31,403.10
09/17/25	FOUNTAIN VALLEY FIRE	PR PPE250912 - DED 8000	42278	4646	2,803.12
09/18/25	EMPOWER/BENEFITS COR	PR PPE250912 - DED 7031, 7032, 7033, 7036	42279	4641	78,300.06
09/18/25	CALIFORNIA STATE DIS	PR PPE250912 - DED 6004, 6005, 6007	42280	4642	1,104.35
09/17/25	MISSION SQUARE RET P	PLAN #803216 - PR PPE250912 - DED 2013, 2015	42281	4652	2,946.94
09/17/25	MISSION SQUARE RET P	PLAN #800389 - PR PPE250912 - DED 2011	42282	4653	1,046.15
09/17/25	MISSION SQUARE RET P	PLAN #800414 - PR PPE250912 - DED 2014	42283	4654	226.75
09/17/25	MISSION SQUARE RET P	PLAN #108536 - PR PPE250912 - DED 2018	42284	4655	576.90
09/17/25	U.S. BANK N.A.	PR PPE250912 - DED 7029, 7030	42285	4656	3,426.68
09/17/25	FVPOA PAC	PR PPE250912 - DED 8005	42286	4648	525.00
09/18/25	INTERNAL REVENUE SER	PR PPE250912 - DED 1100, 3000	42287	4643	210,398.05
09/18/25	EMPLOYMENT DEVELOPME	PR PPE250912 - DED 4000	42288	4644	71,431.47
09/17/25	INTERNATIONAL BRO	PR PPE250912 - DED 8003	42289	4649	525.00
09/17/25	INTERNATIONAL BRO	PR PPE250912 - DED 8004	42290	4650	625.00
09/17/25	INTERNATIONAL BRO	PR PPE250912 - DED 8001	42291	4651	875.00
09/25/25	STANDARD INSURANCE C	SEPTEMBER 2025 - VISION ACTIVE	42359	2316674	2,882.44
09/25/25	STANDARD INSURANCE C	SEPTEMBER 2025 - VISION COBRA	42360	2316675	155.56
TOTAL NON-DEPARTMENTAL					1,139,084.34
10000010 NON-DEPARTMENTAL					
09/10/25	CALPERS	SEP 2025 - CALPERS MEDICAL	41387	4541	29,862.00
09/04/25	MUNICIPAL DENTAL POO	SEPTEMBER 2025 DELTA DENTAL PPO	41396	2316427	11,783.36
09/04/25	MUNICIPAL DENTAL POO	SEPT 2025 DELTA DENTAL HMO	41401	2316428	395.06
09/09/25	MISSION SQUARE RET P	OCTOBER 2025 - PLAN #803210-RETIREE REIMB.	41625	4617	147,872.16
TOTAL NON-DEPARTMENTAL					189,912.58
10010100 CITY COUNCIL					

09/25/25	CONSTANTINE, KIM	SISTER CITY SUMMIT REIMBURSEMENT	42489	2316637	285.58
09/25/25	BUI, TED	2025 ICSC WESTERN REIMBURSEMENT	42490	4696	219.08
TOTAL CITY COUNCIL					504.66
10010102 LEGAL SERVICES					
09/18/25	HARPER AND BURNS, LL	AUG '25 - CITY LEGAL SERVICES	42093	4669	34,879.05
TOTAL LEGAL SERVICES					34,879.05
10010103 OFFICE OF CITY MANAGER					
09/11/25	ASSOCIATION OF CALIF	ACC-OC FY 25/26 MEMBERSHIP DUES	41994	2316467	11,471.21
09/04/25	SANTA ANA RIVER FLOO	SARFPA FY 25/26	41574	2316441	1,300.00
TOTAL OFFICE OF CITY MANAGER					12,771.21
10010104 ADMIN SERVICES					
09/11/25	VERIZON WIRELESS	7/26 - 8/25/25 ADMIN CELL PHONE	41637	2316523	80.02
09/18/25	AT&T MOBILITY	7/27 - 8/26/25 ADMIN CELL PHONES	42203	2316541	194.60
09/11/25	JPW COMMUNICATIONS	AUG '25 - COMMUNICATIONS, MARKETING, PR	42038	4627	1,753.75
09/11/25	JPW COMMUNICATIONS	AUG '25 - PODCAST PRODUCTION SUPPORT	42043	4627	26.25
09/04/25	AMAZON	CITIZENS ACADEMY SUPPLIES, OFFICE	41573	4592	186.22
09/18/25	TOWNSEND PUBLIC AFFA	SEPT '25 - GRANT WRITING SERVICES	42040	4686	6,000.00
09/11/25	MANHATTAN STITCHING	EMBROIDERED SHIRT FOR CONSTANTINE	41905	2316493	69.38
09/25/25	TOTAL RECALL CAPTION	CART CAPTIONING SERVICES	42351	2316678	525.00
TOTAL ADMIN SERVICES					8,835.22
10020200 HUMAN RESOURCES					
09/04/25	DEPARTMENT OF JUSTIC	JULY 2025 HR DEPT LIVESCAN/FINGERPRINT	41536	2316418	198.00
09/11/25	BOB HALL & ASSOCIATE	JUN/JULY RECRUITMENT SERVICES	41640	2316472	1,350.00
09/11/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00042	42066	4629	2,650.00
09/18/25	GARON WYATT INVESTIG	INTERNAL INVESTIGATION	42168	2316577	6,617.72
09/04/25	DEPARTMENT OF JUSTIC	JULY 2025 HR DEPT LIVESCAN/FINGERPRINT	41429	2316417	290.00
09/11/25	GARON WYATT INVESTIG	INTERNAL INVESTIGATION	41993	2316488	1,459.00
09/04/25	CONCENTRA MEDICAL CE	8/13 - 8/16/2025 OCCUPATIONAL MEDICAL	41406	2316412	615.20
09/10/25	CALPERS	SEP 2025 - CALPERS MEDICAL	41387	4541	438.79
09/25/25	DF POLYGRAPH	PRE-EMPLOYMENT POLYGRAPH SERVICES	42386	4697	800.00
09/18/25	AT&T MOBILITY	7/27/24 -8/26/25 HR CELL PHONE	42161	2316537	247.54
09/04/25	CONCENTRA MEDICAL CE	8/21/2025 HR OCCUPATIONAL MEDICAL	41552	2316413	336.60
09/04/25	BIOMETRICS4ALL, INC	AUG 2025- HR RELAY FEES	41566	4594	2.25
09/11/25	EXPERIAN	7/26 - 8/29/2025 PRE EMPLOYMENT CREDIT	41904	2316483	27.24
09/11/25	SHRED-IT USA LLC	JULY - AUGUST HR MONTHLY SHRED-IT	41995	2316503	255.09
09/18/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00028	42059	4671	1,020.00
09/18/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00041	42061	4672	1,697.00
09/18/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00038	42063	4673	38,805.00
09/18/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00042	42064	4674	2,422.50
09/11/25	LIEBERT, CASSIDY & W	AUGUST 2025 CLIENT MATTER FO030-00001	42065	4628	3,185.50
09/18/25	STERLING HEALTH SERV	AUGUST 2025 FSA ADMIN FEES	42160	4684	59.50
09/18/25	DEPARTMENT OF JUSTIC	AUG 2025 HR DEPT LIVESCAN/FINGERPRINT	42244	2316564	147.00
09/11/25	AMAZON	AUG 2025 HR OFFICE SUPPLIES / HEALTH FAIR	41988	4620	175.05
09/18/25	HEALTH DIMENSIONS	2025 HEALTH FAIR ADDITIONAL BOOTHS	42031	2316578	600.00
09/11/25	STERLING HEALTH SERV	JULY 2025 FSA ADMIN FEES	42055	4637	59.50

09/18/25	CONCENTRA MEDICAL CE	9/05 - 9/09/2025 HR OCCUPATIONAL MEDICAL	42212	2316556	650.60
09/18/25	THE COUNSELING TEAM	SEPTEMBER 2025 EAP SERVICES	42151	2316612	1,500.00
09/25/25	CONCENTRA MEDICAL CE	9/10 - 9/16/2025 HR OCCUPATIONAL MEDICAL	42317	2316636	609.60
09/25/25	FASULLO, NICHOLAS	TUITION REIMBURSEMENT (GED 345)	42331	4698	459.00
09/25/25	LM INVESTIGATIONS	BACKGROUND CHECKS FOR RECRUITMENT	42356	4704	1,799.40
TOTAL HUMAN RESOURCES					68,477.08
10030300 PLANNING					
09/11/25	INFOSEND, INC	FEB 2025 DATA PROCESSING PRINTING	42123	2316491	4,888.17
09/25/25	INFOSEND, INC	JULY 2025 DATA PROCESSING PRINTING	40515	2316649	13,891.78
09/11/25	RINCON CONSULTANTS	ENVIRONMENTAL SVCS FOR 8550 WARNER AVE	42011	4632	30,948.18
09/18/25	KLING CONSULTING GRO	JULY 2025 SOILS RVW CONSULTING SVCS FOR	42003	2316579	850.00
09/18/25	KLING CONSULTING GRO	JULY 2025 SOILS RVW CONSULTING SVCS FOR	42004	2316579	850.00
09/18/25	MICHAEL BAKER INTERN	JUL 2025 - PROFESSIONAL SERVICES	42263	4676	5,488.00
09/04/25	STRADLING YOCCA CARL	LEGAL SERVICES-PLANNING-AFFORDABLE	41638	2316451	6,206.00
09/11/25	RINCON CONSULTANTS	JUL 2025 ENVIRONMENTAL SVCS 8550 WARNER	42012	4632	14,561.75
09/18/25	VERIZON WIRELESS	8/26-9/25/25 CELL PHONE/IPADS	42034	2316618	78.84
09/18/25	AT&T MOBILITY	7/27-8/26/25 CELL PHONE/IPADS	42162	2316538	44.87
09/18/25	AT&T MOBILITY	8/27 - 9/26/25 O DADABHOY CELL PHONE	42207	2316544	45.09
09/04/25	BROTHERS, CHERYL	AUGUST 2025 COMMISSIONER STIPEND	41540	4596	100.00
09/04/25	LANGER, MATTHEW HARR	AUGUST 2025 COMMISSIONERS STIPEND	41541	4605	100.00
09/04/25	LOPEZ, RICHARD	AUGUST 2025 COMMISSIONERS STIPEND	41542	4607	50.00
09/04/25	HUEBNER, ALICIA	AUGUST 2025 COMMISSIONERS STIPEND	41543	4603	100.00
09/04/25	VU, ANH	AUGUST 2025 COMMISSIONERS STIPEND	41544	4614	100.00
09/04/25	AZCONA, KRISTIN J.	AUGUST 2025 COMMISSIONERS STIPEND	41545	4593	100.00
09/18/25	KLING CONSULTING GRO	AUG 25 SOILS RVW CONSULTING SVCS FOR	42076	2316579	850.00
09/18/25	KLING CONSULTING GRO	AUG 25 SOILS RVW CONSULTING SVCS FOR	42077	2316579	850.00
09/18/25	DE NOVO PLANNING GRO	AUGUST 2025 16800 MAGNOLIA PROJECT -	42005	2316563	2,660.00
09/18/25	MICHAEL BAKER INTERN	AUG 2025 - PROFESSIONAL SERVICES	42266	4676	6,272.00
09/18/25	ARELLANO ASSOCIATES	8/1-8/31/25 PROFESSIONAL SERVICES	42173	4659	695.64
09/25/25	STRADLING YOCCA CARL	LEGAL SERVICES-PLANNING-AFFORDABLE	42358	2316676	16,424.50
09/18/25	AMAZON	IPHONE CASE - AYERS	42251	4658	20.64
09/18/25	AMAZON	BATTERIES AND PENS	42252	4658	14.67
TOTAL PLANNING					106,190.13
10030301 BUILDING & SAFETY					
09/18/25	VCA CODE	JUL 2025 BUILDING PLAN RVW AND STAFFING	42121	4689	3,652.50
09/18/25	VERIZON WIRELESS	8/26-9/25/25 CELL PHONE/IPADS	42034	2316618	99.27
09/18/25	AT&T MOBILITY	7/27-8/26/25 CELL PHONE/IPADS	42162	2316538	210.46
09/18/25	BLDG REFUND	80% REFUND FOR BUILDING PERMIT AND	41546	2316549	91.30
09/18/25	VCA CODE	AUGUST 2025 BUILDING PLAN RVW AND	42122	4689	5,906.25
09/18/25	TRUE NORTH COMPLIANC	AUGUST 2025 BUILDING PLAN RVW AND	42013	4687	1,812.50
09/18/25	AMAZON	BATTERIES AND PENS	42252	4658	6.46
TOTAL BUILDING & SAFETY					11,778.74
10030305 ECONOMIC DEVELOPMENT					
09/18/25	AT&T MOBILITY	7/27-8/26/25 CELL PHONE/IPADS	42162	2316538	44.87
09/18/25	COSTAR REALTY INFORM	9/1-9/30/25 REAL ESTATE SEARCH SERVICES	41998	2316557	412.69

TOTAL ECONOMIC DEVELOPMENT				457.56	
10030310 CODE ENFORCEMENT					
09/18/25	VERIZON WIRELESS	8/26-9/25/25 CELL PHONE/IPADS	42034	2316618	38.01
09/18/25	AT&T MOBILITY	7/27-8/26/25 CELL PHONE/IPADS	42162	2316538	40.24
09/25/25	CIVICA LAW GROUP	LEGAL SERVICES FOR CODE ENFORCEMENT	42357	2316634	2,988.26
TOTAL CODE ENFORCEMENT				3,066.51	
10040400 FINANCE					
09/25/25	NBS GOVERNMENT FINAN	JUL 2025 FIRE FACILITIES IMPACT FEE STUDY	42345	2316658	970.00
09/11/25	SECTRAN SECURITY INC	AUG 2025 - ARMORED SERVICES	42120	4635	343.61
09/25/25	HINDERLITER, DE LLAM	JUL-SEP'25 TRANS TAX CONTRACT/AUDIT	42372	2316648	6,921.98
09/25/25	AT&T MOBILITY	8/27 - 9/26/25 R SMITH CELL PHONES	42206	2316630	45.09
09/18/25	SECTRAN SECURITY INC	SMART SAFE BULK FEEDER UPGRADE	42275	4682	1,928.00
09/11/25	AMAZON	8/1 - 8/31/25 FINANCE OFFICE SUPPLIES	41987	4619	5.57
09/25/25	NBS GOVERNMENT FINAN	AUG 2025 FIRE FACILITIES IMPACT FEE STUDY	42346	2316658	3,675.00
09/25/25	SECTRAN SECURITY INC	SEP 2025 - ARMORED SERVICES	42319	4710	343.61
TOTAL FINANCE				14,232.86	
10040401 PURCHASING					
09/18/25	AMAZON	TISSUE, NAME PLATE, & CANDY FOR YOUTH	42221	4658	161.61
09/11/25	CINTAS CORPORATION 2	202506 FIRST AID SUPPLIES REFILL	41980	2316474	34.69
09/18/25	AMAZON	COFFEE SUPPLIES AND LASERPOINTERS FOR	42222	4658	213.55
09/18/25	AMAZON	COFFEE SUPPLIES - JUNE 2025	42223	4658	320.23
09/25/25	QUADIENT LEASING USA	POSTAGE MACHINE LEASE 07/01/25-09/30/25	42349	2316662	1,116.93
09/11/25	CINTAS CORPORATION 2	202507 FIRST AID SUPPLIES REFILL	41983	2316474	23.20
09/25/25	QUADIENT LEASING USA	POSTAGE MACHINE LEASE 10/01/25-12/31/2025	42348	2316662	1,116.93
09/04/25	AMAZON	CH COFFEE SUPPLIES - AUG 2025	41561	4592	296.89
09/11/25	AMAZON	8/1 - 8/31/25 FINANCE OFFICE SUPPLIES	41987	4619	34.25
09/18/25	AMAZON	RETURNED UNUSED COFFEE - NO LONGER	42170	4658	(117.80)
TOTAL PURCHASING				3,200.48	
10050500 ENGINEERING					
09/11/25	VERIZON WIRELESS	7/26-8/25-/25 - ENG CP ENVIR SRVCS	41899	2316524	38.83
09/18/25	AMAZON	AUG 2025 - IPAD CASE LEAD PW INSPECTOR	42054	4658	141.36
09/11/25	AT&T MOBILITY	7/27-8/26/25 - CELL PH TG SM KK JP KH RD SS	42142	2316469	474.29
09/18/25	AMAZON	AUG 2025 - PW ENG OFFICE SUPPLIES	41594	4658	215.28
09/18/25	CANON U.S.A., INC.	SEP 2025 - CANON MAINTENANCE & SERVICES	41593	4663	433.37
09/18/25	AMAZON	AUG 2025 - PW ENG OFFICE SUPPLIES	41595	4658	292.87
09/18/25	AMAZON	AUG 2025 - OFFICE SUPPLIES PW ENG	42060	4658	36.39
09/18/25	AMAZON	AUG 2025 - OFFICE SUPPLIES PW ENG	42062	4658	7.53
TOTAL ENGINEERING				1,639.92	
10050503 STREET LIGHTING					
09/11/25	SO CALIF EDISON CO	AUG 2025 - STREET LIGHTS ELECTRICITY	42108	2316514	17,531.21
09/11/25	SO CALIF EDISON CO	AUG 2025 - STREET LIGHTS ELECTRICITY	42109	2316515	8,832.52
TOTAL STREET LIGHTING				26,363.73	
10050550 RIGHTS-OF-WAY					
09/04/25	NIEVES LANDSCAPE, IN	7/2025 MONTHLY SERVICE	41498	2316433	26,307.57
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS FOR ROW	41966	2316505	1,603.12

09/11/25	JHM SUPPLY, INC	REPLACED BACKFLOW ALONG BROOKHURST	41981	2316492	2,068.48
09/11/25	JHM SUPPLY, INC	IRRIGATION PARTS FOR ROW	41986	2316492	761.38
09/18/25	NIEVES LANDSCAPE, IN	AUGUST 2025-MEDIAN & ROW LANDSCAPE	42137	2316585	26,307.57
09/11/25	SO CALIF EDISON CO	08/05/25 to 09/03/25 ROWS	42010	2316510	85.93
09/11/25	SO CALIF EDISON CO	07/03/25 to 08/04/25 MEDIANS	42009	2316509	494.41
TOTAL RIGHTS-OF-WAY					57,628.46
10050551 TREE MAINTENANCE					
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS MEDIANS ALONG	41964	2316505	1,127.95
09/11/25	A.Y. NURSERY	TREES FOR PARKWAYS	41957	2316464	1,065.75
09/18/25	ALAN'S LAWNMOWER & G	POLE PRUNER AND SAW HEAD	42139	2316529	278.70
TOTAL TREE MAINTENANCE					2,472.40
10050552 PARK MAINTENANCE					
09/11/25	SAKIOKA WHOLESALE NU	CREDIT FOR RECYCLED CONTAINERS	39390	2316502	(42.50)
09/11/25	SAKIOKA WHOLESALE NU	CRDIT FOR RECYCLED CONTAINERS	39391	2316502	(53.25)
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	24.01
09/11/25	IMPERIAL SPRINKLER S	IRRIGATION PARTS FOR HELM PARK	41961	2316490	357.90
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	42.57
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS FOR LA CAPILLA PARK	41967	2316505	2,359.70
09/11/25	JHM SUPPLY, INC	CALSENSE PARTS FOR COLONY PARK	41973	2316492	1,306.94
09/11/25	JHM SUPPLY, INC	REPLACED FAULTY VALVE-STONECRESS PARK	41977	2316492	2,381.57
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	42.57
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	24.01
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	179.48
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS FOR ALAN PARK	41969	2316505	613.01
09/04/25	MERCHANTS LANDSCAPE	7/2025 PARKS & CIVIC FAC. LANDSCAPE	41548	4608	21,985.27
09/04/25	MERCHANTS LANDSCAPE	7/2025 CIVIC FAC. LANDSCAPE	41549	4608	4,183.54
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	24.01
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	24.01
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	24.01
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	24.01
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	49.33
09/11/25	SO CALIF EDISON CO	07/30/25 to 08/27/25 IRRIGATION & PARKS	41913	2316506	594.18
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	61.13
09/11/25	SO CALIF EDISON CO	08/06/25 to 09/04/25 NIEBLAS PARK (GARDENIA)	42007	2316507	22.71
09/25/25	SO CALIF EDISON CO	08/20/25 TO 09/18/25 MCDOWELL PARK (OAK ST)	42352	2316671	25.01
TOTAL PARK MAINTENANCE					34,253.22
10050553 CONCRETE MAINTENANCE					
09/18/25	PACIFIC PRODUCTS	ANCHORS	42146	2316590	926.65
09/04/25	VISTA PAINT CORP	GRAFFITI PAINT	41604	2316461	778.52
09/04/25	VISTA PAINT CORP	GRAFFITI PAINT	41621	2316461	891.65
09/25/25	RESOURCE BUILDING MA	BRICKS	42163	2316666	16.90
09/25/25	RESOURCE BUILDING MA	BRICKS	42166	2316666	18.40
09/25/25	RESOURCE BUILDING MA	BRICKS	42167	2316666	50.38
09/25/25	RESOURCE BUILDING MA	BRICKS	42169	2316666	31.03
09/25/25	RESOURCE BUILDING MA	BRICK CREDIT	42362	2316666	(16.90)

09/25/25	RESOURCE BUILDING MA	BRICK CREDIT	42363	2316666	(20.01)
09/18/25	ROSEBURROUGH TOOL IN	CONCRETE BLADE	42113	2316602	436.99
09/11/25	FULL TRAFFIC MAINTEN	NO PARKING SIGNS	41892	2316486	326.25
09/11/25	VULCAN MATERIAL COMP	ASPHALT	41947	2316525	356.03
09/11/25	VULCAN MATERIAL COMP	ASPHALT	41948	2316525	246.01
09/11/25	VULCAN MATERIAL COMP	ASPHALT	41949	2316525	303.92
09/25/25	VULCAN MATERIAL COMP	ASPHALT	42364	2316680	1,508.29
TOTAL CONCRETE MAINTENANCE					5,854.11
10050554 PAVEMENT MAINTENANCE					
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	24.60
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	42.51
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	116.86
09/04/25	GRAINGER, INC.	TORCH KIT	41553	2316422	212.25
09/04/25	GRAINGER, INC.	LIGHTERS	41554	2316422	21.68
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	106.39
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	175.26
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	23.50
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	23.50
09/04/25	UNITED RENTALS NORTH	CONCRETE	41494	2316456	337.08
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	23.50
09/25/25	AMAZON	ROCK GLUE FOR LANDSCAPING	42228	4692	103.30
09/04/25	RESOURCE BUILDING MA	PCP SOLID RED	41555	2316438	50.38
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	23.50
09/11/25	AT&T MOBILITY	JUL 26-AUG 25, 2025 STREETS CELL	41645	2316468	53.77
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	23.50
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	19.62
TOTAL PAVEMENT MAINTENANCE					1,381.20
10050555 STORM DRAIN MAINT					
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	8.53
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	8.53
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	8.53
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	8.53
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	8.53
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	8.53
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	8.53
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	8.53
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	8.53
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	8.53
09/18/25	SO CALIF GAS CO	8/1/25-9/3/25 WALNUT PUMP STATION	42128	2316608	47.15
09/18/25	SO CALIF GAS CO	8/4/25-9/4/25 SANDALWOOD PUMP STATION	42125	2316608	21.91
09/25/25	SO CALIF EDISON CO	08/18/25 TO 09/16/25 SANDLEWOOD PUMP	42353	2316672	700.18
TOTAL STORM DRAIN MAINT					854.54
10050557 STREET SWEEPING					
09/11/25	SCA OF CA, LLC	8/2025 MONTHLY SERVICE	42091	4634	35,407.69
TOTAL STREET SWEEPING					35,407.69

10050558 RECREATION CENTER

09/25/25	SAKIOKA WHOLESAL NU	5/20/25 PLANT MATERIAL FOR SPORTS PARK	37731	2316669	378.20
09/25/25	SAKIOKA WHOLESAL NU	5/21/25 PLANT MATERIAL FOR SPORTS PARK	37732	2316669	596.50
09/11/25	SITEONE LANDSCAPE SU	IRRIGATIONS SPRINKLERS FOR SP	41963	2316505	782.60
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS FOR SP FIELD 10	41965	2316505	666.21
09/11/25	JHM SUPPLY, INC	REPLACED FAULTY VALVE OUTSIDE FIELD 4	41975	2316492	2,302.31
09/11/25	SITEONE LANDSCAPE SU	IRRIGATION PARTS FOR FIELD 1 & 2	41971	2316505	2,714.81
09/11/25	JHM SUPPLY, INC	FAULTY VALVE OUTSIDE FIELD 8	41985	2316492	2,302.31
09/04/25	MERCHANTS LANDSCAPE	7/2025 SPORTS PARK LANDSCAPE MAINT	41547	4608	42,618.77
09/04/25	MERCHANTS LANDSCAPE	7/2025 SPORTS PARK FERTIGATION MAINT	41550	4608	1,162.33
09/11/25	SAKIOKA WHOLESAL NU	PLANT MATERIAL FOR REC CENTER	41960	2316502	495.65
09/18/25	ALAN'S LAWNMOWER & G	PLANT MATERIAL FOR SLOPE PLANTER	42138	2316529	129.30
09/11/25	SAKIOKA WHOLESAL NU	PLANT MATERIAL FOR ENTRANCE TO SP	41959	2316502	147.62

TOTAL RECREATION CENTER**54,296.61****10060600 FIRE SUPPRESSION**

09/04/25	AMAZON	AAA BATTERIES STATION 1	41441	4592	49.44
09/04/25	SVT FLEET SOLUTIONS	APPARATUS MAINTENANCE AND REPAIR 8210	41443	4612	1,952.56
09/04/25	SVT FLEET SOLUTIONS	APPARATUS MAINTENANCE AND REPAIR 8209	41444	4612	666.64
09/04/25	AMAZON	CHAINSAW PARTS	41445	4592	45.82
09/04/25	ARAMARK REFRESHMENT	COFFEE LEASE STATION 1	41446	2316404	28.00
09/04/25	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM STATION 2	41447	2316435	130.75
09/18/25	PURETEC INDUSTRIAL W	TANK RENTAL STATION 1	42045	2316592	21.67
09/18/25	PURETEC INDUSTRIAL W	TANK RENTAL	42046	2316592	21.67
09/18/25	TOLL ROADS VIOLATION	8.1.25-8.31.25 TOLL ROAD FEES	42047	2316614	31.28
09/18/25	VERIZON WIRELESS	8.23.25-9.22.25 FIRE AVL TRACKERS	42051	2316621	990.26
09/18/25	VERIZON WIRELESS	8.26.25-9.25.25 FIRE CELL PHONES	42052	2316622	88.88
09/18/25	GILBERT, TYLOR J.	REIMBURSEMENT GILBERT PARAMEDIC	42053	4666	250.00
09/18/25	BIT PROS INC	OES PUMP TEST	42074	2316548	705.88
09/18/25	DANIEL'S TIRE SERVIC	TIRES FOR FIRE APPARATUS	42075	2316562	2,923.03
09/25/25	AT&T MOBILITY	8.9.25-9.8.25 FIRE BACK UP CELLS	42308	2316631	512.20
09/25/25	AT&T MOBILITY	8.9.25-9.8.25 FIRE CELLS	42309	2316632	184.52
09/25/25	AMAZON	ROTARY SAW REPLACEMENT PARTS	42311	4692	32.61
09/25/25	ENTENMANN-ROVIN CO.	BATTALION CHIEF HARDWARE	42312	2316640	799.95
09/25/25	ENTENMANN-ROVIN CO.	ENGINEER & CAPTAIN HARDWARE	42313	2316640	310.23
09/25/25	ENTENMANN-ROVIN CO.	FIRE CHIEF HARDWARE	42314	2316640	1,085.26
09/25/25	RAPCO INDUSTRIES, IN	4 BRAND NEW CHAINS FOR CHAIN SAWS	42338	2316664	1,010.29
09/25/25	PURETEC INDUSTRIAL W	DEIONIZED WATER TANK RENTAL STATION 1	42340	2316661	130.75
09/25/25	KURI, NATHAN	EMS RENEWAL	42343	4700	75.00
09/25/25	L.N. CURTIS & SONS	FIELD EQUIPMENT: ACTION COUPLING	42344	2316654	126.15
09/25/25	INLAND FLEET SOLUTIO	APPARATUS MAINTENANCE AND REPAIR -	42463	2316650	1,041.97
09/25/25	AMAZON	IPAD SCREEN PROTECTORS	42464	4692	58.62
09/25/25	RAPCO INDUSTRIES, IN	SHARPENED CUTTERS	42465	2316664	133.15
09/25/25	L.N. CURTIS & SONS	FIELD EQUIPMENT-CLAMPS/NOZZLE/WILDLAND	42467	2316655	1,260.29
09/25/25	SVT FLEET SOLUTIONS	APPARATUS MAINTENANCE AND REPAIR -	42468	4712	532.58
09/25/25	SVT FLEET SOLUTIONS	APPARATUS MAINTENANCE AND REPAIR -	42469	4712	1,949.39

TOTAL FIRE SUPPRESSION					17,148.84
10060601 PARAMEDICS					
09/18/25	AMAZON	JANITORIAL/CLEANING SUPPLIES	42042	4658	108.60
09/18/25	COATS PRODUCTS, INC	JANITORIAL/CLEANING SUPPLIES	42044	2316555	318.09
09/18/25	RWR MARKETING & GRAP	PARAMEDIC MEMBERSHIP BROCHURES	42056	2316604	409.45
09/25/25	AMAZON	JANITORIAL SUPPLIES STATIONS	42461	4692	57.96
09/25/25	LINEGEAR INC	UNIFORM DRESS SHIRT - MARTIN	42466	4703	184.25
TOTAL PARAMEDICS					1,078.35
10060602 AMBULANCE SERVICES					
09/04/25	WITTMAN ENTERPRISES,	7.1.25-7.31.25 AMBULANCE BILLING	41439	4616	23,677.78
09/04/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	41440	4595	134.70
09/04/25	CARE AMBULANCE	7.1.25-7.31.25 JULY SURGE AMBULANCE	41524	4598	16,635.55
09/04/25	CARE AMBULANCE	OT PAY PERIOD 2025-14 AMBULANCE	41525	4598	176.18
09/04/25	CARE AMBULANCE	OT PAY PERIOD 2025-15 AMBULANCE	41526	4598	237.46
09/04/25	CARE AMBULANCE	8.5.25-8.18.25 CONTRACT AMBULANCE	41527	4598	54,662.44
09/04/25	CARE AMBULANCE	8.19.25-9.1.25 CONTRACT AMBULANCE	41528	4598	54,662.44
09/04/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	41529	4606	829.55
09/04/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	41530	4606	117.15
09/18/25	VERIZON WIRELESS	8.26.25-9.25.25 AMBULANCE CELL PHONES	42049	2316619	77.66
09/18/25	VERIZON WIRELESS	8.23.25-9.22.25 AMBULANCE AVL TRACKERS	42050	2316620	152.04
09/18/25	SPECTRUM GAS PRODUCT	OXYGEN CYLINDER RENTALS: STATION 2	42069	2316610	64.40
09/25/25	SPECTRUM GAS PRODUCT	OXYGEN CYLINDER RENTAL STATION 1	42070	2316673	136.85
09/18/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	42071	4661	303.72
09/18/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	42072	4661	1,228.19
09/18/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	42073	4661	1,580.69
09/18/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42081	4675	1,253.00
09/18/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42082	4675	611.60
09/18/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42083	4675	195.27
09/18/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42085	4675	474.86
09/18/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42087	4675	224.36
09/18/25	AMBULANCE REFUND	SEPTEMBER WHITMAN REFUND 2025: REF:	42094	2316532	109.93
09/18/25	AMBULANCE REFUND	SEPTEMBER WHITMAN REFUNDS 2025 REF	42095	2316530	552.10
09/18/25	AMBULANCE REFUND	SEPTEMBER WHITMAN REFUND 2025	42097	2316531	339.77
09/18/25	AMBULANCE REFUND	SEPTEMBER WHITMAN REFUND 2025 REF	42099	2316533	418.35
09/11/25	CALIF DEPT OF HEALTH	PP-GEMT-IGP PROGRAM INVOICE #4 OCT NOV	42110	4623	134,068.17
09/25/25	WITTMAN ENTERPRISES,	8.1.25-8.31.25 - AMBULANCE BILLING SERVICES	42310	4714	13,812.86
09/25/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	42341	4695	379.99
09/25/25	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	42342	4695	309.94
09/25/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42456	4702	112.23
09/25/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42458	4702	224.36
09/25/25	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	42459	4702	122.17
09/25/25	AMAZON	SUPPLIES FIRST AID KITS	42462	4692	662.64
TOTAL AMBULANCE SERVICES					308,548.40
10060603 FIRE PREVENTION					
09/18/25	GRM INFORMATION MANA	8.1.25-8.31.25 FIRE FILE STORAGE	42048	4668	9.00

09/18/25	VERIZON WIRELESS	8.26.25-9.25.25 FIRE CELL PHONES	42052	2316622	51.91
09/18/25	VCA CODE	FIRE PLAN CHECKS PROJECT 50-10147	42078	4689	3,367.25
09/18/25	VCA CODE	FIRE PLAN CHECKS 50-10147	42079	4689	1,213.00
09/25/25	AT&T MOBILITY	8.9.25-9.8.25 FIRE CELLS	42309	2316632	94.78
TOTAL FIRE PREVENTION					4,735.94
10060604 FIRE RESERVES					
09/18/25	QUINONEZ, CESAR	RESERVE STIPEND	42041	4678	40.00
TOTAL FIRE RESERVES					40.00
10060605 DISASTER PREPAREDNESS					
09/18/25	VERIZON WIRELESS	8.26.25-9.25.25 FIRE CELL PHONES	42052	2316622	17.21
09/25/25	AT&T MOBILITY	8.9.25-9.8.25 FIRE CELLS	42309	2316632	44.87
TOTAL DISASTER PREPAREDNESS					62.08
10070700 PATROL					
09/11/25	CITY NET	JULY 2025 - OUTREACH SERVICES	41933	2316476	31,416.62
09/18/25	FORENSIC NURSE SPECI	VICTIM EXAMINATIONS - 25-23054	42026	2316569	1,500.00
09/18/25	OC UNIFORMS & TAILOR	UNIFORM POLO WITH EMBROIDERY	42241	2316586	73.90
09/11/25	GALLS, LLC	E. MEDERO UNIFORM HEMMING	41925	2316487	5.38
09/04/25	DELTA GLOVES	DEPARTMENT GLOVES	41520	2316415	1,534.80
09/04/25	V&V MANUFACTURING, I	BADGES - (2) LT, SGT, DET	41516	2316458	606.38
09/18/25	OC UNIFORMS & TAILOR	J. GERACI NAME PLATE	42240	2316586	23.87
09/04/25	AMAZON	RECORDS SUPPLIES	41513	4592	124.21
09/04/25	AMAZON	BREAKROOM SUPPLIES	41504	4592	31.53
09/18/25	VERIZON WIRELESS	7/26-8/25/25 CELL PHONES	42233	2316624	132.26
09/18/25	AT&T MOBILITY	7/27 - 8/26/25 PD CELL PHONES	42208	2316545	2,663.10
09/04/25	FOUNTAIN VALLEY EXPL	2025-2026 YEARLY EXPENSES	41521	2316421	4,000.00
09/04/25	MISH, CHEYANN	REIMBURSE HOTEL RECRUIT EVOC TRAINING	41523	4609	586.26
09/11/25	AMAZON	ORGANZA BAGS FOR BADGE PINNING	41923	4619	19.56
09/11/25	CALIF FORENSIC PHLEB	JULY 2025 - BLOOD DRAWS	41931	2316473	1,733.40
09/11/25	AMAZON	PAPER FOR RECORDS	41924	4619	44.64
09/18/25	COUNTY OF ORANGE	PRE-BOOKING FORMS	42236	2316558	135.20
09/11/25	AMAZON	DOOR STOPS	41939	4619	96.16
09/18/25	SHRED-IT USA LLC	DEPARTMENT SHREDDING - 8/6 & 8/20	42230	2316605	264.00
09/11/25	OCSD	TUITION - ROBERTS & RODRIGUEZ TC BASIC	41935	2316495	350.00
09/11/25	ANAYA-MANCINAS, TANI	MEAL/HOTEL/MILEAGE SUBPOENA TRAINING	41937	4621	1,007.16
09/11/25	GARCIA, GRISELDA	MEALS/HOTEL/MILEAGE SUBPOENA TRAINING	41940	4625	990.36
09/11/25	GOMEZ, ELIZABETH	TUITION/MEALS/MILEAGE EXPLORER ADVISOR	41942	4626	274.92
09/18/25	OCEVA	CERT TRAINING - SIX PEOPLE	42027	2316587	150.00
09/18/25	AMAZON	EXECUTIVE ORAL PANEL SWAG	42231	4658	32.61
09/18/25	AMAZON	RECORDS SUPPLIES	42232	4658	174.36
09/18/25	CITY OF SANTA ANA	AUG 2025 BOOKING FEES	42234	2316554	1,022.00
09/18/25	CRIME SCENE STERI-CL	DR 25-28346 CLEANUP	42235	2316560	850.00
09/18/25	AMAZON	EXECUTIVE ORAL PANEL SWAG	42242	4658	42.71
09/18/25	AMAZON	EXECUTIVE ORAL PANEL SWAG	42237	4658	17.94
09/18/25	AMAZON	MOUNTED SHOP VAC FOR GARAGE	42238	4658	444.77
09/18/25	AMAZON	EXECUTIVE ORAL PANEL SWAG	42243	4658	42.20

TOTAL PATROL				50,390.30
10070701 INVESTIGATION				
09/04/25 THOMSON REUTERS WEST	JULY 2025 - PUBLIC RECORD SEARCHES	41510	2316454	652.31
09/11/25 COUNTY OF ORANGE	JULY 2025 - AFIS	41932	2316478	1,688.00
09/04/25 WAYMAKERS	7/1/25-6/30/26 JUVENILE DIVERSION	41501	4615	15,000.00
09/04/25 DEPARTMENT OF JUSTIC	JULY 2025 - PARTIAL PAYMENT OF PD LIVE	41522	2316416	32.00
09/04/25 AMAZON	SUREFIRE LITHIUM BATTERIES	41503	4592	380.60
09/18/25 BADGE FRAME, INC	PARSONS NAME PLATE FOR DETECTIVE	42229	2316547	28.00
09/18/25 RODRIGUEZ, SHERLYN	REIMBURSE FOR BADGE PINNING DESSERTS	42193	4681	250.00
TOTAL INVESTIGATION				18,030.91
10070702 TRAFFIC				
09/11/25 UNIVERSAL PROTECTION	6/27/25-7/31/25 PARKING ENFORCEMENT	42022	4639	17,084.33
09/11/25 ALL CITY MANAGEMENT	8/3/25-8/16/25 CROSSING GUARDS	42024	4618	974.20
09/04/25 GOMEZ, ELIZABETH	REIMBURSE FOOD SUPPLIES DUI CHECKPOINT	41509	4602	228.05
09/11/25 UNIVERSAL PROTECTION	8/1/25-8/28/25 PARKING ENFORCEMENT	42023	4639	13,953.18
TOTAL TRAFFIC				32,239.76
10070703 CANINE				
09/04/25 COMMUNITY VETERINARY	POMIX BOARDING 8/16/25-8/18/25	41519	2316411	285.00
09/11/25 COMMUNITY VETERINARY	K9 POMIX BOARDING	41921	2316477	130.00
TOTAL CANINE				415.00
10070704 S.W.A.T.				
09/04/25 COB	TRAINING PACKAGE FOR WEST COUNTY SWAT	41511	4599	4,000.00
TOTAL S.W.A.T.				4,000.00
10070705 L.E. COMMUNICATIONS				
09/04/25 RUSS BASSETT CORP	DISPATCH LIGHT	41502	2316440	386.84
09/04/25 PRIMO BRANDS	8710321383 PD WATER 7/15/25-8/14/25	41512	2316434	512.60
09/11/25 CYRACOM INTERNATIONA	NON-EMERGENCY TRANSLATIONS	41926	2316479	25.53
TOTAL L.E. COMMUNICATIONS				924.97
10070708 RANGE				
09/04/25 ADKINS, BERTRUM A.	AUGUST 2025 - RANGEMASTER	41517	4591	1,000.00
09/04/25 CITY OF WESTMINSTER	JULY 2025 - RANGE	41500	2316410	1,209.00
TOTAL RANGE				2,209.00
10080800 RECREATION CENTER				
09/18/25 ULINE	CAUTION TAPE - RC	41912	2316617	226.29
09/18/25 REC SVCS REFUND	CPRS BROCHURE EXCHANGE TRAINING	41907	2316593	40.00
09/18/25 SPECTRUM GAS PRODUCT	HELIUM TANK RENT AUG 2025	41909	2316610	26.00
09/18/25 AMAZON	RC OFFICE SUPPLIES - LAMINATING SHEETS	41906	4658	51.64
TOTAL RECREATION CENTER				343.93
10080801 ATHLETICS				
09/11/25 MANHATTAN STITCHING	SUMMER 2025 2ND PLACE ADULT SOFTBALL	41976	2316493	2,211.96
09/11/25 MANHATTAN STITCHING	SUMMER 2025 ADULT SOFTBALL 1ST PLACE	41979	2316493	1,598.63
09/18/25 ULINE	SHELVING FOR BASKETBALL STORAGE	41911	2316617	772.35
09/11/25 SPORTS FACILITIES GR	(72) SLOW PITCH SOFTBALLS FOR ADULT	41984	2316517	715.98
TOTAL ATHLETICS				5,298.92
10080810 SENIOR & COMM CENTER				

09/11/25	AMAZON	OFFICE SUPPLIES	41968	4619	49.19
09/18/25	AMAZON	OFFICE SUPPLIES	41000	4658	30.27
09/11/25	AMAZON	NATIONAL SENIOR CENTER MONTH SUPPLIES	41930	2316465	26.08
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41936	4619	322.98
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41927	4619	27.13
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41938	4619	100.54
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41920	4619	10.86
09/11/25	AMAZON	OFFICE SUPPLIES	41934	4619	53.32
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41941	4619	75.00
09/11/25	AMAZON	SENIOR SUMMER CAMP SUPPLIES	41943	4619	208.48
09/04/25	AMAZON	CREDIT INVOICE - ITEM RETURNED	41515	4592	(80.41)
09/04/25	AMAZON	BINDERS AND BILLIARDS BALLS	41580	4592	111.29
09/04/25	LEI JES CATERING	CATERING LUAU LUNCHEON 8.26.25	41560	2316424	1,330.98
09/18/25	AT&T MOBILITY	7/27 - 8/26/25 R FRIZZELLE CELL	42205	2316543	164.48
09/25/25	AMAZON	SPECIAL EVENT SUPPLY	42370	4692	(10.86)
09/04/25	SPECTRUM GAS PRODUCT	SC HELIUM TANK RENTAL	41641	2316449	13.00
09/18/25	VERIZON WIRELESS	9/2 - 10/1/25 SENIOR CENTER CELL PHONES	42195	2316623	85.03
09/11/25	BILL'S SOUND SYSTEMS	NEW MICROPHONE FOR THE SENIOR CENTER	41918	2316470	1,010.00
09/11/25	BLDG REFUND	REFUND FOR RENTAL ON 11/21/2025	41997	2316471	210.00
09/18/25	LEI JES CATERING	WESTERN DANCE ON 9.5.25	42030	4670	325.00
09/18/25	BLDG REFUND	REFUND FOR RENTAL ON 12/12/2025	42028	2316550	100.00
09/25/25	QUANTUM SIGNS & GRAP	BANNER FOR ANNIVERSARY CELEBRAITON ON	42411	2316663	391.50
09/25/25	COM SVCS REFUND	REFUND FOR RENTAL ON 10/25/25	42444	2316635	150.00
09/25/25	LEI JES CATERING	CATERING FOR ANNIVERSARY CELEBRATION	42412	4701	1,293.00
09/25/25	S.C. GYM REPAIR	SC FITNESS ROOM MONTHLY SERVICE &	42477	2316668	253.50
TOTAL SENIOR & COMM CENTER					6,250.36
10080820 CONTRACT CLASSES					
09/18/25	REFUND ONE-TIME	REFUND FOR CLASS 271137-A1	42084	2316598	96.00
09/18/25	OLSCHWANG, BARBARA C	INSTRUCTOR PAYMENT 174111-A1	42032	4677	88.40
09/18/25	CAMARENA, EDWARD J	INSTRUCTOR PAYMENTS 4 CLASSES	42035	4662	3,796.00
09/18/25	CHILCOTT, ELIZABETH	INSTRUCTOR PAYMENT 173013-A1	42036	4664	585.00
09/18/25	REFUND ONE-TIME	REFUND FOR CLASS 271132-A1	42090	2316596	46.00
09/18/25	REC SVCS REFUND	REFUND FOR 212012A1	42098	2316594	91.00
09/18/25	REC SVCS REFUND	REFUND FOR 271136-A1	42100	2316595	31.00
09/18/25	CS DANCE FACTORY	INSTRUCTOR PAYMENT MULTIPLE CLASSES	42175	2316561	2,324.40
09/18/25	REFUND ONE-TIME	REFUND FOR CLASS 271132-A1	42176	2316599	46.00
09/18/25	REFUND ONE-TIME	REFUND FOR CLASSES 271131-A1 & 271132-A1	42177	2316597	152.00
TOTAL CONTRACT CLASSES					7,255.80
10080821 SPECIAL EVENTS					
09/04/25	QUANTUM SIGNS & GRAP	STICKERS FOR SPECIAL EVENT TRASH CANS	41575	2316436	217.50
09/11/25	SWANK MOTION PICTURE	PERMIT FOR DESPICABLE ME 4	41970	2316518	550.00
09/11/25	SWANK MOTION PICTURE	PERMIT FOR SHOWING OF INSIDE OUT 2	41972	2316519	550.00
TOTAL SPECIAL EVENTS					1,317.50
10098001 GENERAL FUND					
09/11/25	RHA LANDSCAPE	PARKS & COMMUNITY SERVICES MASTER PLAN	42006	2316499	900.00

TOTAL GENERAL FUND				900.00	
11010050 ISF IS ADMIN CAPITAL					
09/11/25	FREEMAN, RICHARD	DOMIAN NAME REGISTRATION FVPD.ORG	42000	2316484	35.00
09/04/25	INSIGHT PUBLIC SECTO	MICROSOFT 365 TEAMS CALLING PLAN	41497	4604	26,864.00
09/04/25	GOLDEN STAR TECHNOLO	July 2025 150 POLY CCX PHONES AND VOIP	41286	4601	52,998.59
09/25/25	ADVANCED OFFICE / IN	6/26 - 7/25/25 CONTRACT 41290 OVERAGE	42217	2316627	1,057.26
09/11/25	CIVIC PLUS, LLC	CIVICPLUS ANNUAL WEBSITE HOSTING FEES	41999	4624	29,967.36
09/25/25	ADVANCED OFFICE / IN	7/1 - 7/31/25 CONTRACT M9483 OVERAGE	42220	2316627	40.02
09/25/25	ADVANCED OFFICE / IN	7/6 - 8/5/25 CONTRACT 41585 OVERAGE	42218	2316627	31.89
09/04/25	CARAHSOFT TECHNOLOGY	MSISAC ANNUAL MEMBERSHIP	41533	2316407	4,845.15
09/25/25	ADVANCED OFFICE / IN	7/18 - 8/17/25 CONTRACT 41194 OVERAGE	42216	2316627	8.62
09/11/25	TEMPORARY STAFFING	W/E 8/25 - 8/31/25 G HUANG	41978	4638	2,560.00
09/04/25	AMAZON	HDMI CABLES	41601	4592	27.35
09/04/25	AMAZON	SYDIEN CABLE LOCK/GMKTEC MINI PC/VIDEO	41603	4592	830.62
09/25/25	ADVANCED OFFICE / IN	8/3 - 9/2/25 CONTRACT 41635 OVERAGE	42213	2316627	149.00
09/25/25	ADVANCED OFFICE / IN	8/6 - 9/5/25 CONTRACT 41585 OVERAGE	42211	2316627	29.64
09/18/25	TEMPORARY STAFFING	9/01/25 - 9/07/25 GEORGE HUANG	42029	4685	2,560.00
09/18/25	TEMPORARY STAFFING	9/08 - 9/14/25 GEORGE HUANG	42247	4685	3,200.00
TOTAL ISF IS ADMIN CAPITAL					125,204.50
11010104 ISF IS					
09/18/25	AT&T MOBILITY	7/27 - 8/25/25 EMERGENCY CELL	42201	2316539	241.74
09/18/25	AT&T MOBILITY	7/26 - 8/25/25 IT STAFF PHONES	42202	2316540	149.73
TOTAL ISF IS					391.47
11110000 ISF GB CITY HALL					
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	18.35
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	40.62
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	18.35
09/25/25	AMAZON	EMERGENCY LED DRIVERS	42226	4692	435.00
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	18.35
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	334.53
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	18.35
09/04/25	AMAZON	CD - CHAIR FOR EMPLOYEE	41562	4592	173.82
09/11/25	DMS FACILITY SERVICE	8/2025 MONTHLY SERVICE	41903	2316481	3,566.00
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	18.35
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	18.35
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	18.35
09/11/25	FRONTIER COMMUNICATI	8/25 - 9/24/25 T-1 METRONET	41639	2316485	797.91
09/11/25	DUNN-EDWARDS CORPORA	DUMPSTER ENCLOSURE STUCCO PAINT- CH	41951	2316482	130.84
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	18.35
09/18/25	FRONTIER COMMUNICATI	8/28 - 9/27/25 EOC LINES	42199	2316573	713.21
09/25/25	CALIFORNIA WATERS, L	7/2025 MONTHLY SERVICE	42382	2316633	890.00
09/25/25	CALIFORNIA WATERS, L	8/2025 MONTHLY MAINTENANCE	42384	2316633	890.00
09/18/25	FRONTIER COMMUNICATI	8/1 - 8/31/25 METRONET	42196	2316570	518.65
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	19.65
09/11/25	SO CALIF GAS CO	8/1/25-9/3/25 CITY HALL	42132	2316516	298.61

09/11/25	SO CALIF EDISON CO	08/07/25 to 09/07/25 CITY HALL	42086	2316511	19,028.72
09/25/25	OFFICE FURNITURE CON	DESK CHAIRS - FOR EMPLOYEES	42347	4705	1,696.39
09/25/25	DUNN-EDWARDS CORPORA	PAINT FOR HEATHER'S OFFICE- CH	42394	2316639	175.62
09/25/25	ROAD RUNNER EXTERMIN	MONTHLY PEST RODENT CONTROL- CH	42428	4709	76.00
09/25/25	OFFICE FURNITURE CON	RISK MANAGER FURNITURE QUOTE 7-81325FV	42350	4705	2,229.32
09/25/25	GREGCO PAINTING, INC	RISK MANAGER'S NEW OFFICE	42478	2316645	2,010.00
TOTAL ISF GB CITY HALL					34,171.69
11110001 ISF GB B&G CLUB					
09/25/25	JMG SECURITY SYSTEMS	7/1/25-9/30/25 QUARTERLY MONITORING	42472	4699	597.33
TOTAL ISF GB B&G CLUB					597.33
11150000 ISF GB CITY YARD					
09/18/25	SMARDAN SUPPLY CO.	PLUMBING REPAIR- CY	42104	4683	49.26
09/11/25	DMS FACILITY SERVICE	8/2025 MONTHLY SERVICE	41903	2316481	2,879.00
09/18/25	SMARDAN SUPPLY CO.	PLUMBING REPAIR- CY	42102	4683	27.69
09/18/25	SMARDAN SUPPLY CO.	PLUMBING REPAIR- CY	42103	4683	8.87
09/18/25	SMARDAN SUPPLY CO.	PLUMBING REPAIR- CY	42105	4683	25.09
09/25/25	AMTECH ELEVATOR SERV	MONTHLY ELEVATOR SVC- CY	42390	4693	235.05
09/25/25	KEN'S LOCKSMITHERY	PONY PLUMBING CHASE KEY- CY	42301	2316653	41.86
09/25/25	MARCOM COMMUNICATION	MONTHLY ELEVATOR CELL SVC- CY	42398	2316656	48.00
09/11/25	AR INDUSTRIES	ENTRY GATE REPAIR- CY	41956	2316466	585.55
09/11/25	SO CALIF EDISON CO	08/05/25 to 09/03/25 CORPORATION YARD	42008	2316508	1,833.25
09/25/25	COUNTY OF ORANGE	9/6/25 HAZMAT ANNUAL PERMIT	42404	2316638	314.00
09/11/25	SO CALIF GAS CO	8/4/25-9/4/25 YARD	42124	2316516	2.20
TOTAL ISF GB CITY YARD					6,049.82
11160001 ISF GB FS1					
09/04/25	SO CALIF EDISON CO	07/30/25 TO 08/27/25 FIRE STATION NO. 1	41570	2316448	2,949.00
09/18/25	FRONTIER COMMUNICATI	9/1 - 9/30/25 FS#1 METRONET	42197	2316571	43.19
09/11/25	SO CALIF GAS CO	8/1/25-9/3/25 FS#1	42134	2316516	303.03
09/18/25	COUNTY OF ORANGE	7/1/25-7/1/26 ANNUAL CUPA FEE	42144	2316559	381.00
TOTAL ISF GB FS1					3,676.22
11160002 ISF GB FS2					
09/11/25	SO CALIF GAS CO	8/4/25-9/4/25 FS #2	42126	2316516	118.97
09/25/25	SO CALIF EDISON CO	08/21/25 to 09/21/25 FIRE STATION NO. 2	42407	2316670	1,497.90
TOTAL ISF GB FS2					1,616.87
11170000 ISF GB POLICE DEPARTMENT					
09/25/25	JMG SECURITY SYSTEMS	UPGRADE CCTV PD BUILDING	42471	4699	3,326.00
09/11/25	DMS FACILITY SERVICE	8/2025 MONTHLY SERVICE	41903	2316481	7,422.00
09/04/25	COUNTY OF ORANGE	JULY 2025 - OCATS	41518	2316414	1,374.20
09/25/25	AMTECH ELEVATOR SERV	MONTHLY ELEVATOR SVC- PD	42392	4693	212.51
09/11/25	VERIZON WIRELESS	7/23 - 8/22/25 PD MDC	41636	2316522	1,151.15
09/18/25	AT&T MOBILITY	7/27 - 8/26/25 PD MDC	42204	2316542	160.96
09/18/25	FRONTIER COMMUNICATI	8/28 - 9/27/25 PD DISPATCH	42198	2316572	492.99
09/18/25	FRONTIER COMMUNICATI	8/28 - 9/27/25 CENTRA NET TO 911	42200	2316574	381.70
09/11/25	SO CALIF GAS CO	8/1/25-9/3/25 PD	42135	2316516	508.16
09/18/25	FRONTIER COMMUNICATI	9/7 - 10/6/25 JAIL PHONE	42305	2316576	115.80

09/11/25	SO CALIF EDISON CO	08/07/25 to 09/07/25	POLICE DEPARTMENT	42088	2316512	12,731.15
09/25/25	AMAZON		BLACKOUT WINDOW PRIVACY FILM	42329	4692	32.61
09/25/25	PACIFIC COAST REFRIG		POLICE DEPT SOUTH MCQUAY HVAC REPAIRS	42379	2316660	2,046.00
09/25/25	PACIFIC COAST REFRIG		POLICE DEPT RESET FIRE DUCT SENSOR	42381	2316659	390.00
09/25/25	SMARDAN SUPPLY CO.		DRAIN ODOR BLOCKERS- PD	42396	4711	225.92
09/25/25	DUNN-EDWARDS CORPORA		PAINT SUPPLIES FOR JAIL CELLS- PD	42395	2316639	41.20
09/25/25	ROAD RUNNER EXTERMIN		MONTHLY PEST RODENT CONTROL- PD	42401	4709	112.00
09/25/25	GRAINGER, INC.		EXTERIOR BOOT CLEANERS- PD	42446	2316644	105.71
09/25/25	REGENCY ENTERPRISES,		LED LAMPS FOR PARKING LOT- PD	42448	4708	258.29
TOTAL ISF GB POLICE DEPARTMENT						31,088.35
11180000 ISF GB REC CENTER						
09/11/25	DMS FACILITY SERVICE	8/2025	MONTHLY SERVICE	41903	2316481	15,342.00
09/11/25	DUNN-EDWARDS CORPORA		WALL AND DOOR PAINT- RC	41952	2316482	96.73
09/04/25	SO CALIF EDISON CO	07/31/25 TO 08/28/25	REC CENTER	41563	2316444	1,855.90
09/04/25	SO CALIF EDISON CO	07/31/25 TO 08/28/25	REC MAINT BLDG	41564	2316445	18.18
09/04/25	SO CALIF EDISON CO	07/31/25 TO 08/28/25	SPORTS PARK	41565	2316446	18.73
09/25/25	J & A GLASS		REPLACE BROKEN GLASS ON FIRE EXTING	42302	2316651	332.62
09/11/25	SO CALIF EDISON CO	08/07/25 to 09/07/25	PARK & RIDE - RC	42089	2316513	2,807.07
09/11/25	SO CALIF GAS CO	8/4/25-9/4/25	REC CENTER	42127	2316516	560.13
09/25/25	AR INDUSTRIES		NEW DOOR ADJUSTMENT- RC	42397	2316629	572.50
09/25/25	PROFESSIONAL PLUMBIN		TOILET DRAIN CLEANING- RC	42399	4706	678.50
09/25/25	KEN'S LOCKSMITHERY		CASE OF LOCKS FOR ROLING GATES- RC	42295	2316653	261.51
09/25/25	ROAD RUNNER EXTERMIN		MONTHLY PEST RODENT CONTROL- RC	42400	4709	184.00
09/25/25	ROAD RUNNER EXTERMIN		MONTHLY PEST RODENT CONTROL- RC	42429	4709	86.00
09/25/25	SMARDAN SUPPLY CO.		PLUMBING REPAIR- RC	42447	4711	202.93
TOTAL ISF GB REC CENTER						23,016.80
11180001 ISF GB SR CENTER						
09/18/25	CAL COAST COMMERCIAL		SOCIAL HALL FLOOR REPAIR	42118	2316552	550.00
09/25/25	JHM SUPPLY, INC	7/1/25-9/30/25	QUARTERLY MONITORING	42474	2316652	201.42
09/25/25	JHM SUPPLY, INC	7/1/25-9/30/25	QUARTERLY MONITORING FIRE	42476	2316652	661.89
09/11/25	DMS FACILITY SERVICE	8/2025	MONTHLY SERVICE	41903	2316481	5,489.00
09/25/25	AMTECH ELEVATOR SERV		MONTHLY ELEVATOR SVC- SC	42391	4693	201.52
09/18/25	REGENCY ENTERPRISES,		EXTERIOR CAN LIGHT REPAIR- SC	42037	4680	45.68
09/11/25	SIGN DESIGN		REPLACE WEATHERED OUTDOOR SIGN- SC	41950	2316504	63.94
09/11/25	SMARDAN SUPPLY CO.		TOILET REPAIRS- SC	41954	4636	25.30
09/04/25	SO CALIF EDISON CO	07/30/25 TO 08/27/25	SENIOR CENTER	41567	2316447	2,244.00
09/11/25	REGENCY ENTERPRISES,		EMERGENCY BALLAST REPAIR- SC	41955	4631	12.80
09/25/25	REGENCY ENTERPRISES,		EMERGENCY BALLAST BATTERY PACK- SC	42294	4708	169.34
09/25/25	REGENCY ENTERPRISES,		EMERGENCY LIGHT BALLAST- SC	42292	4708	16.46
09/18/25	FRONTIER COMMUNICATI	9/4 - 10/3/25	SC ELEV FIRE LINE	42304	2316575	375.42
09/11/25	SO CALIF GAS CO	8/1/25-9/3/25	SENIOR CENTER	42130	2316516	232.45
09/25/25	ROAD RUNNER EXTERMIN		MONTHLY PEST RODENT CONTROL- SC	42445	4709	144.00
TOTAL ISF GB SR CENTER						10,433.22
11180051 ISF GB R&C CAPITAL						
09/18/25	CAL COAST COMMERCIAL		CAPITAL REPLACEMENT OF THE GYM	42117	2316552	23,407.00

09/18/25	C2 IMAGING	PICKLEBALL COURTS REPROGRAPHICS	41898	2316551	305.59
TOTAL ISF GB R&C CAPITAL					23,712.59
11250001 PW - FLEET MGMT					
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	71.56
09/18/25	MCPEEK DODGE OF ANAH	PD VEHCLRE REPAIRS	42265	2316582	150.00
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	71.56
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	71.56
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	98.60
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	89.74
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	71.56
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	71.56
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	71.56
09/04/25	RINCON TRUCK CENTER,	STOCK PARTS	41581	2316439	60.49
09/04/25	GRAINGER, INC.	SHOP SUPPLY	41588	2316422	74.14
09/25/25	AMAZON	BROTHER TAPE LABELS	42328	4692	48.79
09/04/25	MONSTER IMAGE, INC	CITY LABEL SEALS	41587	2316426	282.75
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	71.56
09/04/25	FACTORY MOTOR PARTS	PART FOR UNIT 197	41585	2316420	224.03
09/04/25	FACTORY MOTOR PARTS	BATTERY FOR UNIT 197	41586	2316420	125.07
09/04/25	ALAN'S LAWNMOWER & G	SMALL EQUIPMENT PARTS	41589	2316402	114.82
09/11/25	RINCON TRUCK CENTER,	STOCK PARTS	42021	2316501	17.75
09/04/25	FACTORY MOTOR PARTS	PART FOR UNIT 306	41582	2316420	97.55
09/04/25	FACTORY MOTOR PARTS	PART FOR UNIT306	41583	2316420	97.55
09/04/25	FACTORY MOTOR PARTS	PART FOR UNIT 8220	41584	2316420	52.56
09/04/25	THEODORE ROBINS FORD	PART FOR UNIT 8922	41590	2316453	53.45
09/18/25	WURTH USA INC.	STOCK PARTS	42018	2316625	271.96
09/18/25	ALAN'S LAWNMOWER & G	BATTERY FOR UNIT 266	42019	2316529	72.04
09/04/25	ACE AUTO PARTS & PER	BATTERIES FOR FIRE TRUCK 243 AND 267	41591	2316401	1,306.79
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	71.56
09/18/25	DEPT 143	TIRES FOR UNIT 294	42020	2316565	553.35
09/11/25	SC FUELS (CARDS)	FUEL MONTHLY GAS CARD AUGUST	42025	4633	27,994.63
09/18/25	AUTOZONE, INC	SHOP OILS	42017	2316546	649.18
09/25/25	AAA INSPECTIONS LLC	DIESEL SMOG FOR UNITS 321 AND 323	42016	4691	200.00
09/18/25	RINCON TRUCK CENTER,	STOCK PARTS	42257	2316601	35.71
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	71.56
09/18/25	FACTORY MOTOR PARTS	PART FOR UNIT 242	42014	2316567	71.29
09/18/25	MONSTER IMAGE, INC	PART FOR UNIT 340 AND 341	42015	2316583	1,631.25
09/18/25	RINCON TRUCK CENTER,	STOCK PARTS	42256	2316601	12.22
09/18/25	THEODORE ROBINS FORD	STOCK PARTS FOR PD VEHICLES	42259	2316613	1,768.82
09/25/25	GRAINGER, INC.	SAFETY SUPPLY	42414	2316644	98.99
09/18/25	FACTORY MOTOR PARTS	PART FOR UNIT 8202	42261	2316567	87.52
09/18/25	THEODORE ROBINS FORD	PART FOR UNIT 8319	42258	2316613	149.49
09/18/25	FACTORY MOTOR PARTS	PART FOR UNIT 8202	42260	2316567	22.19
09/18/25	MCFADDEN DALE INDUST	STOCK PARTS	42262	2316581	98.02
09/25/25	RINCON TRUCK CENTER,	STOCK PARTS	42417	2316667	190.46

09/25/25	ALAN'S LAWNMOWER & G	PART FOR UNIT 266	42425	2316628	175.84
09/18/25	ASBURY ENVIRONMENTAL	USED OIL PICK UP SERVICES	42264	2316536	153.00
09/25/25	RINCON TRUCK CENTER,	STOCK PARTS	42416	2316667	21.04
09/25/25	RINCON TRUCK CENTER,	BATTERIES FOR UNIT 320 FIRE TILLER	42418	2316667	1,159.15
09/25/25	WILCOX SUPPLY INC	SHOP PARTS	42415	2316681	122.11
09/25/25	FACTORY MOTOR PARTS	PART FOR UNIT 273	42419	2316641	43.49
09/25/25	FACTORY MOTOR PARTS	PART FOR UNIT 273	42420	2316641	43.49
09/25/25	ALAN'S LAWNMOWER & G	CHAINSAW PART	42421	2316628	40.18
TOTAL PW - FLEET MGMT					39,203.54
11250052 ISF FL PW CAPITAL					
09/18/25	RUSH TRUCK CENTERS O	2025 PETERBILT - 2NPMHJ7X7SM766132	42136	2316603	342,722.42
TOTAL ISF FL PW CAPITAL					342,722.42
11270052 ISF FL PD CAPITAL					
09/18/25	OLATHE FORD SALES	CAPITAL REPLACEMENT POLICE VEHICLE 8313	42149	2316588	56,939.20
09/11/25	MONSTER IMAGE, INC	UNITS 442 & 443 TAHOE WRAP KITS	41928	2316494	3,284.25
09/11/25	RHINO LININGS OF ORA	UNITS 442 & 443 SPRAY HOODS	41929	2316500	504.63
09/18/25	RHINO LININGS OF ORA	UNIT 444 - FORD F-150 SPRAY HOOD	42239	2316600	867.95
TOTAL ISF FL PD CAPITAL					61,596.03
11370053 ISF EQ PD R&C CAPITAL					
09/11/25	OFFICE FURNITURE CON	TRAFFIC BUREAU FURNITURE	41919	4630	8,221.29
TOTAL ISF EQ PD R&C CAPITAL					8,221.29
11400000 ISF CITY SELF INSURANCE					
09/04/25	CALIF JOINT POWERS I	TRUST ACCT RPLNSHMNT - JUL 25 CHKS	41915	4597	0.00
TOTAL ISF CITY SELF INSURANCE					0.00
11400400 SELF INSURANCE					
09/11/25	ATHENS ADMINISTRATOR	REPLENISHMENT OF CHECKS WRITTEN 8/1-	41945	4622	116,745.81
09/23/25	ATHENS ADMINISTRATOR	PREFUND FOR CLAIM	42385	4690	320,000.00
TOTAL SELF INSURANCE					436,745.81
11400411 SELF INSURANCE					
09/04/25	CALIF JOINT POWERS I	TRUST ACCT RPLNSHMNT - JUL 25 CHKS	41915	4597	5,777.50
09/18/25	HARPER AND BURNS, LL	AUG '25 - CLAIMS LITIGATION	42092	4669	396.30
TOTAL SELF INSURANCE					6,173.80
11400430 SELF INSURANCE					
09/11/25	THE LINCOLN NATIONAL	SEP 2025 LIFE INSURANCE/LTD/ADD/EAP	41624	2316520	3,395.18
09/18/25	FOUNTAIN VALLEY FIRE	OCTOBER 2025 - FVFA LTD	42107	4665	702.00
09/18/25	TRUST OF PORAC	OCT 2025 - PORAC LTD (ACCT 54541)	42112	4688	1,386.00
TOTAL SELF INSURANCE					5,483.18
11500450 EMPLOYEE BENEFITS					
09/18/25	GOMEZ, ELIZABETH	TUITION REIMBURSEMENT (BCJ 230)	42150	4667	459.00
TOTAL EMPLOYEE BENEFITS					459.00
23030310 CDBG CODE ENFORCEMENT					
09/18/25	VERIZON WIRELESS	8/26-9/25/25 CELL PHONE/IPADS	42034	2316618	38.83
TOTAL CDBG CODE ENFORCEMENT					38.83
23030311 CDBG ADMIN. OF GRANT					
09/11/25	ORANGE COUNTY REGIST	PUBLIC NOTICE FY24-25 CAPER	42080	2316496	1,248.16

TOTAL CDBG ADMIN. OF GRANT					1,248.16
23030313 CDBG NEIGHBORHOOD REVITA					
09/11/25	4 13 GC SERVICES	HIP GRANT - PARTIAL PAYMENT	42002	2316463	9,560.00
09/18/25	YOU CHECK CREDIT.COM	CREDIT CHECK - HIP -AUGUST	42033	2316626	9.95
09/04/25	INTEGRITY LEVELING	HOME IMPROVEMENT PROGRAM - 40% PARTIAL	41623	2316423	8,389.20
09/11/25	HCD REBATE/REFUND	HIP Rebate	42067	2316489	7,500.00
09/11/25	PROFESSIONAL MOBILE	HIP Grant	42068	2316497	4,000.00
09/18/25	4 13 GC SERVICES	HIP Grant	42249	2316526	14,340.00
09/18/25	4 13 GC SERVICES	HIP GRANT	42250	2316526	1,250.00
TOTAL CDBG NEIGHBORHOOD REVITA					45,049.15
27097002 CRIMINAL DIV GRANTS					
09/04/25	DOAN, LAWRENCE	MEALS/MILEAGE TRFFIC SAFETY LE FORUM	41506	4600	168.08
09/04/25	PRATT, JENNIFER	TUITION/MILEAGE/HOTEL (3) TRAFFIC SAFETY	41507	4610	2,076.60
09/04/25	QUANG, ANDREW	MEALS/MILEAGE TRAFFIC SAFETY LE FORUM	41508	4611	214.08
TOTAL CRIMINAL DIV GRANTS					2,458.76
27200000 OPIOID NON-DEPARTMENTAL					
09/25/25	AMAZON	CANVAS BAGS FOR NARCAN	42460	4692	356.00
TOTAL OPIOID NON-DEPARTMENTAL					356.00
30095301 CAPITAL IMP - ROAD REHAB					
09/18/25	R J NOBLE	7/01-7/31/25 - PP1 QUADRANT E7	42140	4679	538,016.25
09/11/25	DMS CONSULTANTS INC	7/17-8/04/25 - DESIGN QUADRANT B4	41592	2316480	15,620.00
09/18/25	R J NOBLE	8/01-8/31/25 - PP2 QUADRANT E7	42141	4679	1,932,079.01
TOTAL CAPITAL IMP - ROAD REHAB					2,485,715.26
50000000 WF NON-DEPARTMENTAL					
09/04/25	MAYEN, MONICA	UTILITY REFUND - FINALED 8/5/25	41626	2316425	18.44
09/04/25	DINH, LONG	UTILITY REFUND - FINALED 7/14/25	41627	2316419	23.54
09/04/25	CAROLYN AMADOR	UTILITY REFUND - FINALED 7/29/25	41628	2316408	44.15
09/04/25	SEASHORE INVESTMENT	UTILITY REFUND - FINALED 7/17/25	41629	2316442	12.99
09/04/25	RALSTON, JON	UTILITY REFUND - FINALED 7/14/25	41630	2316437	176.21
09/04/25	BUI, TRINH	UTILITY REFUND - FINALED 8/18/25	41631	2316406	68.69
09/04/25	NGUYEN, AN	UTILITY REFUND - FINALED 8/14/25	41632	2316431	25.56
09/04/25	VERES, KAROLY	UTILITY REFUND - FINALED 8/17/25	41633	2316460	21.17
09/04/25	NGUYEN, THANH LAN	UTILITY REFUND - FINALED 8/18/25	41634	2316432	66.67
09/04/25	TRAN, PETER HOANG	UTILITY REFUND - FINALED 7/13/25	41635	2316455	59.82
09/18/25	APPEL, GEORGE	UTILITY REFUND - FINALED 5/30/2025	42178	2316534	48.47
09/18/25	FANTZ, CHRISTINE	UTILITY REFUND - FINALED 9/3/25	42179	2316568	25.01
09/18/25	TRAN, HAO	UTILITY REFUND - FINALED 9/2/25	42180	2316615	21.05
09/18/25	MACH, AUSTIN	UTILITY REFUND - FINALED 8/23/25	42181	2316580	59.82
09/18/25	CHIANG, LI-YONG	UTILITY REFUND - FINALED 7/7/25	42182	2316553	52.37
09/18/25	DO, NGOC P	UTILITY REFUND - FINALED 7/13/25	42183	2316566	52.37
09/18/25	PHAN, LUCY	UTILITY REFUND - FINALED 8/28/25	42184	2316591	20.66
09/18/25	NGUYEN, JOSEPH	UTILITY REFUND - FINALED 9/3/25	42185	2316584	34.79
09/18/25	OTA, CHERI	UTILITY REFUND - FINALED 8/25/25	42186	2316589	21.20
09/18/25	TRAN, NGOC	UTILITY REFUND - FINALED 8/24/25	42187	2316616	43.23
TOTAL WF NON-DEPARTMENTAL					896.21

50040403 WF UTILITY BILLING

09/11/25	TEMPORARY STAFFING	TEMP STAFF - FINANCE 8/18-8/24/25	42129	4638	2,128.72
09/11/25	TEMPORARY STAFFING	TEMP STAFF - FINANCE 8/25-8/31/25	42131	4638	2,128.72
09/11/25	AMAZON	8/1 - 8/31/25 FINANCE OFFICE SUPPLIES	41987	4619	135.86
09/18/25	TEMPORARY STAFFING	TEMP STAFF - FINANCE 9/1-9/7/25	42133	4685	1,064.36
09/18/25	TEMPORARY STAFFING	TEMP STAFF - FINANCE 9/8-9/14/25	42224	4685	2,128.72
09/25/25	TEMPORARY STAFFING	TEMP STAFF SERVICES - FINANCE 9/15-9/21/25	42437	4713	2,128.72

TOTAL WF UTILITY BILLING**9,715.10****50050570 WF WTR PROD. OPNS**

09/25/25	REAL, FAVIAN	TEST FEE FOR D2	42164	4707	65.00
09/04/25	TESCO CONTROLS, LLC	MISC SERVICE 5/20/2025	41460	2316452	956.25
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	42.94
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	37.95
09/25/25	AMAZON	STRAPS FOR TV, SCREEN AND FURNITURE	42323	4692	245.20
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	59.76
09/25/25	AMAZON	MANILA FILES	42225	4692	34.77
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	19.39
09/25/25	REAL, FAVIAN	D2 CERTIFICATE	42165	4707	60.00
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	965.37
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	19.39
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	104.25
09/25/25	AMAZON	IPHONE CASE	42227	4692	42.40
09/25/25	AMAZON	ELECTRIC STAPLER	42324	4692	34.27
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	19.39
09/25/25	AMAZON	BLUE LIGHT GLASSES	42326	4692	14.78
09/25/25	AMAZON	CARDSTOCK DOOR HANGERS	42327	4692	104.66
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	19.39
09/18/25	BLUE-WHITE INDUSTRIE	WELL 6'S FLUORIDE PUMP	42190	4660	200.72
09/18/25	SMARDAN SUPPLY CO.	FITTINGS AND PARTS	42191	4683	46.34
09/25/25	VERIZON WIRELESS	WATER CELLS, USB, MDM	42322	2316679	715.58
09/18/25	SMARDAN SUPPLY CO.	FITTINGS AND PARTS	42192	4683	81.87
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	19.39
09/18/25	SPECIAL T WATER SYST	WATER SOFTENER MAINTENANCE	42194	2316609	538.06
09/25/25	BLUE-WHITE INDUSTRIE	CHEMICAL FEED PUMPS	42433	4694	15,461.71
09/25/25	HARRINGTON INDUSTRIA	BRINE TANK FOR WELL 6	42438	2316647	1,919.34
09/25/25	HARRINGTON INDUSTRIA	BACKPRESSURE VALVE CL2 INJECTION	42439	2316647	1,168.48
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	19.39
09/25/25	AMAZON	NAMEPLATE-J.E.	42330	4692	23.71
09/18/25	TESCO CONTROLS, LLC	SCADA CREDENTIALS ADDITION AND REMOVAL	42143	2316611	450.00
09/25/25	SMARDAN SUPPLY CO.	WELL 9 CHLORINE FITTINGS	42440	4711	37.63
09/25/25	SMARDAN SUPPLY CO.	WELL 6 BRINE TANK	42441	4711	57.64

TOTAL WF WTR PROD. OPNS**23,585.02****50050571 WF DISTRIBUTION SYSTEM**

09/25/25	FERGUSON ENTERPRISES	HYMAX COUP	42297	2316642	1,867.32
09/25/25	FERGUSON ENTERPRISES	FORD COUP	42299	2316642	1,839.78

09/25/25	FERGUSON ENTERPRISES	HYD REPAIR	42298	2316642	2,444.70
09/25/25	FERGUSON ENTERPRISES	HYD SPOOL	42293	2316642	526.35
09/25/25	FERGUSON ENTERPRISES	GATE VALVE	42296	2316642	2,057.38
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	45.42
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	86.25
09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	47.23
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	45.42
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	79.33
09/25/25	HANSON AGGREGATES, L	WASH CON SAND	42332	2316646	1,066.75
09/25/25	HANSON AGGREGATES, L	ROAD BASE	42334	2316646	820.55
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	46.75
09/04/25	VEOLIA ENVIRONMENTAL	MATERIAL DISPOSAL	41531	2316459	2,211.23
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	46.75
09/04/25	YO FIRE	SERVICE BRASS	41532	2316462	3,448.11
09/04/25	MUNICIPAL WATER DIST	JULY 2025 TURF REMOVAL & S2D	41572	2316430	668.00
09/04/25	MUNICIPAL WATER DIST	WATER LOSS CONTROL SHARED SERVICES	41571	2316429	6,525.00
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	103.65
09/25/25	FERGUSON ENTERPRISES	SERVICE BRASS	42300	2316642	2,789.44
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	245.91
09/11/25	UNDERGROUND SERVICE	UNDERGROUND SAFETY BOARD	41989	2316521	89.08
09/11/25	UNDERGROUND SERVICE	USA DIGALERT	41990	2316521	254.00
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	45.45
09/25/25	RED WING BUSINESS AD	SAFETY BOOTS-C.A.	42405	2316665	245.79
09/25/25	AMAZON	HEAT ILLNESS PREVENTION ITEMS	42410	4692	321.20
TOTAL WF DISTRIBUTION SYSTEM					27,966.84
50050572 WF WTR QUAL & TREATMENT					
09/04/25	USA BLUE BOOK	SAMPLE MACHINE CUP	41081	2316457	111.62
09/04/25	SIERRA ANALYTICAL LA	WATER QUALITY TESTING SERVICES FY JULY	41558	2316443	4,638.00
09/18/25	SIERRA ANALYTICAL LA	WATER QUALITY TESTING SERVICES FY 25/26	42189	2316606	5,051.00
09/25/25	SWEETNER PROD	SALT ORDER SEPTEMBER 25	42315	2316677	2,872.16
09/25/25	AMAZON	MAP FRAME	42409	4692	79.90
TOTAL WF WTR QUAL & TREATMENT					12,752.68
50050574 WF METER M & R					
09/04/25	AQUA-METRIC SALES	METERS AND METER PARTS	41556	2316403	3,171.44
09/04/25	AQUA-METRIC SALES	METERS AND METER PARTS	41557	2316403	20,539.71
09/04/25	MUNICIPAL WATER DIST	WATER LOSS CONTROL SHARED SERVICES	41571	2316429	15,830.00
09/18/25	AQUA-METRIC SALES	REGISTER REPLACEMENTS	42145	2316535	163.00
09/18/25	AQUA-METRIC SALES	METERS	42147	2316535	2,676.83
TOTAL WF METER M & R					42,380.98
50090001 WATER UTILITY FUND					
09/25/25	MUNICIPAL WATER DIST	AWIA RISK & RESILIENCE ASSESSMENT	42316	2316657	49,450.00
TOTAL WATER UTILITY FUND					49,450.00
50150580 SF SEWER MAINTENANCE					
09/04/25	CINTAS CORPORATION 6	7-2-25 UNIFORMS	41596	2316409	13.02
09/04/25	CINTAS CORPORATION 6	7-10-25 UNIFORMS	41597	2316409	13.02

09/04/25	CINTAS CORPORATION 6	7-17-25 UNIFORMS	41598	2316409	13.02
09/04/25	CINTAS CORPORATION 6	7-24-25 UNIFORMS	41599	2316409	13.02
09/04/25	AT&T MOBILITY	7/27/25-7/25/25	41486	2316405	165.59
09/04/25	CINTAS CORPORATION 6	7-31-25 UNIFORMS	41600	2316409	13.02
09/04/25	CINTAS CORPORATION 6	8-7-25 UNIFORMS	41602	2316409	13.02
09/11/25	CINTAS CORPORATION 6	8-14-25 UNIFORMS FY 25/26	41900	2316475	13.02
09/11/25	CINTAS CORPORATION 6	8-21-25 UNIFORMS FY 25/26	41901	2316475	13.02
09/11/25	CINTAS CORPORATION 6	8-28-25 UNIFORMS FY 25/26	41914	2316475	12.37
09/11/25	CINTAS CORPORATION 6	9-4-25 UNIFORMS FY 25/26	41944	2316475	27.78
09/25/25	FLO SYSTEMS INC	EMERGENCY MOTOR FOR WARD SEWER LIFT	42320	2316643	8,650.65
09/25/25	AMAZON	EXTERNAL DRIVE FOR CCTV CAMERA	42321	4692	500.22
09/18/25	SO CALIF EDISON CO	08/14/25 to 09/14/25 SEWER LIFT STATION	42303	2316607	685.58
TOTAL SF SEWER MAINTENANCE					10,146.35
50250590 SWF SOLID WASTE					
09/11/25	REPUBLIC SERVICES, I	AUG 25 RUBBISH HAULING	41996	2316498	414,999.88
TOTAL SWF SOLID WASTE					414,999.88
TOTAL					\$6,562,055.51



**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

TO: Honorable Mayor and
Members of the City Council

Agenda Date: October 7, 2025

SUBJECT: Approve a 5.24% CPI Increase for Republic Services (dba Rainbow) Trash
Collection Rates for Residential and Commercial Service

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

Staff recommend that the City Council approve the Consumer Price Index (CPI) trash rate increase by 5.24% for residential and commercial customers. This equates to 2026 rates of \$30.88 for Fountain Valley non-senior residents and \$26.89 for Fountain Valley senior citizens (senior rates are for residents 62 years and older).

On January 17, 2023, the City Council adopted Resolution 9861 to establish new residential trash rates effective January 18, 2023, through January 1, 2027. City Council adoption of the Resolution authorizes the annual adjustments to trash service rates based on the change in CPI increase, published by the U.S. Department of Labor. Pursuant to the Republic Services Franchise Agreement with the City, the City Council reviews the CPI increase or decrease each year.

DISCUSSION

Republic Services (dba Rainbow) provides solid waste collection and handling services to the City pursuant to the Rubbish Collection, Disposal and Recycling Franchise Agreement (CON 06-28), as amended between City and Republic Services. Pursuant to the Franchise Agreement, Republic Services is entitled to request a CPI adjustment for residential, commercial, and industrial customers.

In effort to minimize the potential for multiple solid waste rate increases over the next year, City staff suggested that Republic Services temporarily defer their CPI adjustment

request and combine it with the upcoming County of Orange Waste Disposal Agreement (WDA) rate increase, as well as any other possible increases, such as Republic Services' upcoming collective bargaining agreement negotiations and the option for zero emission truck service (if desired by the Fountain Valley community). Specific dates are not identified with those items; therefore, the temporary deferral was declined by Republic Services.

In accordance with the terms of the Franchise Agreement of 2006 and subsequent Amendment 2 in 2016 and Amendment 3 in 2022, Republic Services' change in compensation for residential services is calculated based on the projected percentage of increase or decrease in the Bureau of Labor Statistics CPI for Garbage and Trash from April 2024 to April 2025.

City staff agree that the proposed CPI adjustment of 5.24% is appropriate and should take effect on January 1, 2026.

City Admin Fee is based on All Urban Consumers (CPI-U), April 2024-April 2025, Series ID: CUUR0000SEHG02

FINANCIAL ANALYSIS

Calendar Year 2026 Proposed Standard Residential Monthly Rates, which includes a 5.24% CPI Increase

City of Fountain Valley Residential Rates Effective January 1, 2026.

	2025	CPI	2026	Increase
Resident				
Trash ***	\$29.34	5.24%	\$30.88	\$1.54
Admin Fee – City Billed **	\$1.39	0.00%	\$1.39	\$0.00
Total	\$30.73		\$32.27	\$1.54
Senior *				
Trash ***	\$25.55	5.24%	\$26.89	\$1.34
Admin Fee – City Billed **	\$1.39	0.00%	\$1.39	\$0.00
Total	\$26.94		\$28.28	\$1.34

*Senior rates are for residents 62 years and older.

**Admin Fee April - April All Urban Consumers (CPI-U)

Series ID: CUUR0000SEHG02

*** Trash rate includes (Materials Recovery Facility) MRF rate

City Council Approval and Adoption of Resolution 9861

Approval of CPI Increase for Rainbow Trash Collection Rates

October 7, 2025

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Effective Date	Proposed 5-Year Residential Trash Collection Rates (per dwelling unit per month)
January 18, 2023	\$27.40
January 1, 2024	\$27.40 plus/minus 2023 CPI for Garbage and Trash
January 1, 2025	2024 rate plus/minus 2024 CPI for Garbage and Trash
January 1, 2026	2025 rate plus/minus 2025 CPI for Garbage and Trash
January 1, 2027	2026 rate plus/minus 2026 CPI for Garbage and Trash

ATTORNEY REVIEW

The Attorney for the City reviewed and approved Resolution 9861, which was adopted by City Council on January 17, 2023, and the procedure as it pertains to Proposition 218 requirements.

PUBLIC NOTIFICATION

On January 17, 2023, the proposed 5-Year residential trash collection rates were noticed as a public protest hearing, in accordance with rules and regulations regarding the noticing of public hearings and agenda items and topics for discussion and/or action. In addition, notices were mailed to all residential trash customers a minimum of 45 days prior to January 17, 2023, public protest hearing in accordance with Proposition 218.

ALTERNATIVES

Alternative 1: Approve a 5.24% CPI Increase for Republic Services (dba Rainbow) Trash Collection Rates for Residential and Commercial Service.

Alternative 2: Do not approve a 5.24% CPI Increase for Republic Services (dba Rainbow) Trash Collection Rates for Residential and Commercial Service.

RECOMMENDATION

Approve a 5.24% CPI Increase for Republic Services (dba Rainbow) Trash Collection Rates for Residential and Commercial Service.

Prepared By: Lia Gountoumas, Environmental Services Administrator

Approved By: Scott Smith, Director of Public Works

Approved By: Ryan Smith, Finance Director / City Treasurer

Approved By: Maggie Le, City Manager

Approval of CPI Increase for Rainbow Trash Collection Rates

October 7, 2025

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Attachment 1: Republic Services 2026 Solid Waste Certification for Residential Services

Attachment 2: Republic Services 2026 Solid Waste Certification for Commercial Services

Attachment 3: Resolution 9861



Sustainability in Action

September 8, 2025

Scott Smith
Public Works Director
City of Fountain Valley
10200 Slater Ave
Fountain Valley, CA 92708

RE: 2025 Solid Waste Rate Certification for Residential Services

Dear Mr. Smith,

Attached is the 2025 Refuse Rate Information for the City of Fountain Valley's Residential solid waste collection provided by Rainbow Disposal Co., Inc. a Republic Services Subsidiary (Republic).

In accordance with the terms of the Franchise Agreement from 2006 and subsequent Amendment 2 in 2016 and Amendment 3 in 2022, Republic's change in compensation for residential services is calculated based on the projected percentage of increase or decrease in the Bureau of Labor Statistics Consumer Price Index (CPI) for Garbage and Trash from April to April for implementation on January 1, 2025 (Attachment 1).

For 2026, the rate increase proposed is $(643.063 - 611.073) / 611.073 = 5.24\%$.

CERTIFICATION

To the best of our knowledge the information enclosed is complete and accurate.

A handwritten signature in blue ink that reads "Dan Capener".

Dan Capener
General Manager
Rainbow Disposal Co., Inc.

ACKNOWLEDGEMENT

Scott Smith
Public Works Director
City of Fountain Valley



Databases, Tables & Calculators by Subject

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Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG02
 Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190		
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538		
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185		
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164		
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807		
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682							

Series Id: CUUR0000SEHG02
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2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682						641.974	

$(643.063-611.073)/611.073 = 0.0524$

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

CITY OF FOUNTAIN VALLEY - RESIDENTIAL RATES				
EFFECTIVE 1/1/26				
	2025	CPI	2026	Increase
Resident				
Trash	\$ 29.34	5.24%	\$ 30.88	\$ 1.54
Senior*				
Trash	\$ 25.55	5.24%	\$ 26.89	\$ 1.34

*Senior rates are for residents 62 years and older.

Note: This rate does not include the City's admin rate.



Sustainability in Action

September 8, 2025

Scott Smith
Public Works Director
City of Fountain Valley
10200 Slater Ave
Fountain Valley, CA 92708

RE: 2026 Solid Waste Rate Certification for Commercial Services

Dear Mr. Smith,

Attached is the 2026 Refuse Rate Information for the City of Fountain Valley's Commercial solid waste collection provided by Rainbow Disposal Co., Inc. a Republic Services Company (Republic).

In accordance with the terms of the franchise agreement with the City of Fountain Valley, the projected percentage of increase or decrease in the rate is based on the Bureau of Labor Statistics Garbage and Trash Consumer Price Index (CPI) for the United States from April to April for implementation on January 1, 2025 (Attachment 1).

For 2026, the rate increase proposed is $(643.063 - 611.073) / 611.073 = 5.24\%$.

CERTIFICATION

To the best of our knowledge the information enclosed is complete and accurate.

A handwritten signature in blue ink that reads "Dan Capener".

Dan Capener, General Manager
Rainbow Disposal Co., Inc.

ACKNOWLEDGEMENT

Scott Smith, Public Works Director
City of Fountain Valley



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$(643.063-611.073)/611.073 = 0.0524$

CITY OF FOUNTAIN VALLEY - COMMERCIAL RATES EFFECTIVE 1/1/26

TRASH			
SERVICE LEVELS	RATE	9% Fran FEE	TOTAL RATE
1 YARD			
1 X PER WEEK	\$ 127.05	\$ 11.43	\$ 138.48
2 X PER WEEK	\$ 201.34	\$ 18.12	\$ 219.46
3 X PER WEEK	\$ 254.50	\$ 22.91	\$ 277.41
4 X PER WEEK	\$ 283.19	\$ 25.49	\$ 308.68
5 X PER WEEK	\$ 332.91	\$ 29.96	\$ 362.87
6 X PER WEEK	\$ 386.01	\$ 34.74	\$ 420.75
OVERAGE	\$ 60.66	\$ 5.46	\$ 66.11
EXTRA PICK UP	\$ 53.46	\$ 4.81	\$ 58.27
2 YARD			
1 X PER WEEK	\$ 207.42	\$ 18.67	\$ 226.09
2 X PER WEEK	\$ 301.47	\$ 27.13	\$ 328.60
3 X PER WEEK	\$ 383.68	\$ 34.53	\$ 418.21
4 X PER WEEK	\$ 454.18	\$ 40.88	\$ 495.06
5 X PER WEEK	\$ 559.88	\$ 50.39	\$ 610.27
6 X PER WEEK	\$ 645.13	\$ 58.06	\$ 703.19
OVERAGE	\$ 60.66	\$ 5.46	\$ 66.11
EXTRA PICK UP	\$ 56.12	\$ 5.05	\$ 61.18
3 YARD			
1 X PER WEEK	\$ 262.89	\$ 23.66	\$ 286.56
2 X PER WEEK	\$ 401.70	\$ 36.15	\$ 437.85
3 X PER WEEK	\$ 552.18	\$ 49.70	\$ 601.88
4 X PER WEEK	\$ 658.71	\$ 59.28	\$ 717.99
5 X PER WEEK	\$ 841.93	\$ 75.77	\$ 917.70
6 X PER WEEK	\$ 986.35	\$ 88.77	\$ 1,075.12
OVERAGE	\$ 60.66	\$ 5.46	\$ 66.11
EXTRA PICK UP	\$ 65.04	\$ 5.85	\$ 70.89
2 YARD COMPACTOR			
1 X PER WEEK	\$ 319.47	\$ 28.75	\$ 348.22
2 X PER WEEK	\$ 491.60	\$ 44.24	\$ 535.84
3 X PER WEEK	\$ 682.17	\$ 61.40	\$ 743.56
4 X PER WEEK	\$ 819.75	\$ 73.78	\$ 893.53
5 X PER WEEK	\$ 1,046.80	\$ 94.21	\$ 1,141.01
6 X PER WEEK	\$ 1,227.53	\$ 110.48	\$ 1,338.01
OVERAGE	\$ 60.66	\$ 5.46	\$ 66.11
EXTRA PICK UP	\$ 56.12	\$ 5.05	\$ 61.18
3 YARD COMPACTOR			
1 X PER WEEK	\$ 479.21	\$ 43.13	\$ 522.34
2 X PER WEEK	\$ 737.40	\$ 66.37	\$ 803.77
3 X PER WEEK	\$ 1,023.24	\$ 92.09	\$ 1,115.33
4 X PER WEEK	\$ 1,229.64	\$ 110.67	\$ 1,340.30
5 X PER WEEK	\$ 1,570.19	\$ 141.32	\$ 1,711.51
6 X PER WEEK	\$ 1,841.29	\$ 165.72	\$ 2,007.00
OVERAGE	\$ 60.66	\$ 5.46	\$ 66.11
EXTRA PICK UP	\$ 65.04	\$ 5.85	\$ 70.89

RECYCLING			
SERVICE LEVELS	RATE	9% Fran FEE	Total RATE
95 GALLON			
1 X PER WEEK	\$ 43.40	\$ 3.91	\$ 47.31
2 X PER WEEK	\$ 99.20	\$ 8.93	\$ 108.13
3 X PER WEEK	\$ 148.81	\$ 13.39	\$ 162.20
CONTAMINATION	\$ 61.39	\$ 5.52	\$ 66.91
1 YARD			
1 X PER WEEK	\$ 89.77	\$ 8.08	\$ 97.85
2 X PER WEEK	\$ 140.82	\$ 12.67	\$ 153.50
3 X PER WEEK	\$ 176.38	\$ 15.87	\$ 192.25
4 X PER WEEK	\$ 193.96	\$ 17.46	\$ 211.41
5 X PER WEEK	\$ 226.99	\$ 20.43	\$ 247.42
6 X PER WEEK	\$ 262.47	\$ 23.62	\$ 286.10
CONTAMINATION	\$ 61.39	\$ 5.52	\$ 66.91
2 YARD			
1 X PER WEEK	\$ 146.15	\$ 13.15	\$ 159.30
2 X PER WEEK	\$ 209.46	\$ 18.85	\$ 228.31
3 X PER WEEK	\$ 262.56	\$ 23.63	\$ 286.19
4 X PER WEEK	\$ 307.93	\$ 27.71	\$ 335.65
5 X PER WEEK	\$ 379.18	\$ 34.13	\$ 413.30
6 X PER WEEK	\$ 435.40	\$ 39.19	\$ 474.58
CONTAMINATION	\$ 61.39	\$ 5.52	\$ 66.91
3 YARD			
1 X PER WEEK	\$ 186.78	\$ 16.81	\$ 203.59
2 X PER WEEK	\$ 281.31	\$ 25.32	\$ 306.63
3 X PER WEEK	\$ 379.12	\$ 34.12	\$ 413.24
4 X PER WEEK	\$ 445.28	\$ 40.07	\$ 485.35
5 X PER WEEK	\$ 570.17	\$ 51.32	\$ 621.48
6 X PER WEEK	\$ 666.64	\$ 60.00	\$ 726.64

ORGANICS			
SERVICE LEVELS	RATE	9% Fran FEE	Total RATE
1 YARD			
1 X PER WEEK	\$ 108.32	\$ 9.75	\$ 118.07
2 X PER WEEK	\$ 171.51	\$ 15.44	\$ 186.95
3 X PER WEEK	\$ 216.64	\$ 19.50	\$ 236.14
4 X PER WEEK	\$ 240.83	\$ 21.67	\$ 262.51
5 X PER WEEK	\$ 283.01	\$ 25.47	\$ 308.49
6 X PER WEEK	\$ 328.08	\$ 29.53	\$ 357.61
CONTAMINATION	\$ 131.94	\$ 11.87	\$ 143.82
EXTRA PICK UP	\$ 46.08	\$ 4.15	\$ 50.23
64 GALLON			
1 X PER WEEK	\$ 59.37	\$ 5.34	\$ 64.71
2 X PER WEEK	\$ 118.88	\$ 10.70	\$ 129.58
3 X PER WEEK	\$ 178.12	\$ 16.03	\$ 194.15
4 X PER WEEK	\$ 237.51	\$ 21.38	\$ 258.88
5 X PER WEEK	\$ 296.88	\$ 26.72	\$ 323.59
6 X PER WEEK	\$ 356.26	\$ 32.06	\$ 388.32
CONTAMINATION	\$ 65.97	\$ 5.94	\$ 71.91
EXTRA PICK UP	\$ 36.73	\$ 3.31	\$ 40.03

BIN/CART FEES			
SIZE	RATE	9% Fran FEE	TOTAL RATE
BIN EXCHANGE - ALL SIZES	\$ 67.58	\$6.08	\$73.66
REPLACEMENT CART - ALL SIZES	\$ 75.00	\$6.75	\$81.75

LOCKS & KEYS			
	RATE	9% Fran FEE	TOTAL RATE
LOCK LID-LOCK & KEY	\$ 113.12	\$10.18	\$123.30
LOCK LID ONLY	\$ 85.96	\$7.74	\$93.70
LOCK (KEY INCLUDED)	\$ 23.77	\$2.14	\$25.91
KEY/each	\$ 4.91	\$0.44	\$5.35

RESIDENTIAL EXTRA PICKUPS		
RATE	9% FF	TOTAL RATE
\$36.73	NA	\$36.73

BULKY ITEM PICKUPS - COMMERCIAL		
FREE 4X/YR - MAX 10 ITEMS EA (RESIDENTIAL ONLY, NO FF) Charge after 4 per year		
2025 RATE	9% Fran FEE	TOTAL RATE
\$36.73	\$3.31	\$40.03

SCOUT/PULLOUT SERVICE RATE SHEET						
	1/WEEK	2/WEEK	3/WEEK	4/WEEK	5/WEEK	6/WEEK
Distance by feet	2025	2025	2025	2025	2025	2025
26'- 50'	\$ 7.18	\$ 14.33	\$ 21.52	\$ 28.69	\$ 35.83	\$ 43.01
51'- 75'	\$ 14.33	\$ 28.69	\$ 43.01	\$ 57.34	\$ 71.70	\$ 86.02
76'- 100'	\$ 21.52	\$ 43.01	\$ 64.51	\$ 86.02	\$ 107.54	\$ 129.04
101'- 125'	\$ 28.69	\$ 57.34	\$ 86.02	\$ 114.71	\$ 143.37	\$ 172.05
126'-150'	\$ 35.83	\$ 71.70	\$ 107.54	\$ 143.37	\$ 179.20	\$ 215.06
151'- 175'	\$ 43.01	\$ 86.02	\$ 129.04	\$ 172.05	\$ 215.06	\$ 258.07
176'- 200'	\$ 50.19	\$ 100.35	\$ 150.55	\$ 200.73	\$ 250.90	\$ 301.09
201'- 225'	\$ 57.34	\$ 114.71	\$ 172.05	\$ 229.40	\$ 286.76	\$ 344.11
226'- 250'	\$ 64.51	\$ 129.04	\$ 193.56	\$ 258.07	\$ 322.60	\$ 387.12
251'- 275'	\$ 71.70	\$ 143.37	\$ 215.06	\$ 286.76	\$ 358.44	\$ 430.13
276'- 300'	\$ 78.84	\$ 157.72	\$ 236.57	\$ 315.42	\$ 394.29	\$ 473.15

INDUSTRIAL & TEMP 3YD RATE SHEET - CITY OF FOUNTAIN VALLEY
RATES EFFECTIVE 01/01/26

IMPORTANT: THESE RATES ARE FOR BOTH TEMPORARY AND PERMANENT SERVICES
COMPACTOR SERVICE RATES MUST BE REVIEWED AND APPROVED BY CONTROLLER

	RATE	9% FRA FEE	TOTAL RATE	DAYS	RESTRICTIONS
DOB 22' X 7' X 6' 6 TONS MAX.	\$712.61	\$64.13	\$776.74	4	NO LIQUIDS, HAZARDOUS WASTE OR TIRES. MUST KEEP BIN LEVEL FULL ONLY. HEAVY MATERIAL-DIRT,ROCK,CONCRETE,SOD MUST BE MAX OF 12" UP FROM THE BOTTOM ONLY
LOW BOY 16' X 7' X 2' 8 TONS MAX.	\$774.01	\$69.66	\$843.68	4	SAME AS ABOVE MUST BE MAX OF 18" UP FROM BOTTOM ONLY.
RAB 6' X 4' X 4' 1/2 TON MAX.	\$89.07 \$109.03	\$8.02 \$9.81	\$97.09 \$118.85	2 WEEKDAYS 3 DAYS	1,000 lbs. or MUST BE MAX OF 6" UP FROM BOTTOM ONLY
MISC	RATE	9% FRA FEE	TOTAL RATE		EXPLANATION
EXTRA DAYS	\$22.63	Incl in Base	\$22.63	PER DAY	Charge for each extra day customer keeps container
EXCESS TONS	\$85.57	\$7.70	\$93.27	PER TON	Charged for tons exceeding max tons
DRY RUN	\$75.40	\$6.79	\$82.19		
WASH OUT	\$452.45	\$40.72	\$493.17		

RESOLUTION NO. 9861

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY
ESTABLISHING THE CALENDAR YEAR 2023 RESIDENTIAL TRASH
COLLECTION RATES.**

WHEREAS, pursuant to Fountain Valley Municipal Code Chapter 6.08 and an Agreement between the City and Rainbow Environmental Services, Rainbow Environmental Services has been awarded the exclusive franchise to collect trash within the City limits; and

WHEREAS, pursuant to that Agreement, the parties have agreed to the conditions and criteria for requesting a rate increase; and

WHEREAS, Rainbow Environmental Services has requested an increase in residential trash collection rates; and

WHEREAS, Rainbow Environmental Services has the contractual right to request annual residential trash collection rate adjustments; and

WHEREAS, the requested increase is based on the annual Consumer Price Index (CPI) National Garbage and Trash Index; and

WHEREAS, the City Council has the contractual option to approve or deny the request; and

WHEREAS, Proposition 218 requires that before a "property related fee" is imposed that a public protest hearing be conducted; and

WHEREAS, Proposition 218 requires that before a "property related fee" is imposed that notices be provided by mail at least 45 days before the hearing; and

WHEREAS, staff distributed a "Notice of Public Protest Hearing Regarding Proposed Residential Trash Collection Rate Increases" in accordance with the requirements of Proposition 218; and

WHEREAS, Proposition 218 provides that such a property related fee must not exceed the funds required to provide the service, must not be used for any other purpose than for which the fee was imposed, must be proportionate to the service provided to the parcel, and may only be imposed if a benefit to the property is received and no part of the revenue raised may be used to fund general governmental services; and

WHEREAS, such notices have been provided and the City Council has conducted a protest hearing in consideration with the procedural requirement of said law; and

WHEREAS, such protest has failed; and

WHEREAS, the City Council has considered the staff presentation and rate request and any other testimony and evidence presented and does hereby determine that the proposed

monthly residential trash rate increase meets the requirements of Proposition 218 and is otherwise appropriate and necessary to fund residential trash collection services;

WHEREAS, Gov C 53756 authorizes the City to adopt a five year schedule of rates which includes automatic adjustments for inflation for trash collection; and

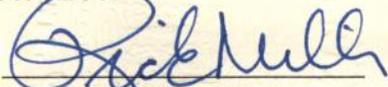
NOW, THEREFORE, the City Council does hereby **RESOLVE** and **DETERMINE** as follows:

1. That the rates for residential trash collection be established as shown on the attached five year rate schedule.
2. That in case the imposition of such a rate creates a hardship or violates the substantive provisions of Article XIID, an appeal may be made to the City Manager within 15 days of the original imposition of the rate on the rate payer. The City Manager shall review the grounds for the appeal and grant or deny the appeal if the imposition of the charge is not within the intent of the resolution or Proposition 218 (California Constitution, Article XIID). The City Manager may appoint a hearing officer to review the facts. This section shall not be interpreted to be a waiver of the general statute of limitations for the imposition of the residential trash rate established in this resolution.

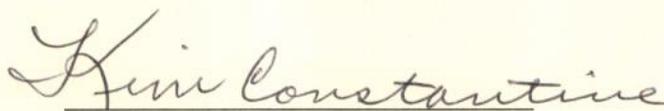
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley this 17th day of January, 2023.

Ayes: Bui, Cunneen, Harper, Grandis, Constantine
Nays: None
Absent: None
Abstain: None

ATTEST:



City Clerk, Rick Miller



Mayor, Kim Constantine

APPROVED AS TO FORM:



City Attorney, Colin Burns

Proposed Standard Residential Monthly Rate

	Current Rate	Proposed Rate
Trash:	\$21.46	\$22.45
MRF rate:	\$ 3.45	\$ 3.61
Admin	\$ 1.34	\$ 1.34
fTotal:*	\$26.25	\$27.40

**Admin fee billed to residents by the City to cover City's administrative costs. The City opted not to increase the administration fee at this time.*

Effective Date	Proposed 5-Year Residential Trash Collection Rates (per dwelling unit per month)
January 18, 2023	\$27.40
January 1, 2024	\$27.40 plus/minus 2023 CPI for Garbage and Trash
January 1, 2025	2024 rate plus/minus 2024 CPI for Garbage and Trash
January 1, 2026	2025 rate plus/minus 2025 CPI for Garbage and Trash
January 1, 2027	2026 rate plus/minus 2026 CPI for Garbage and Trash

**Proposed Senior Citizen Discount Residential Monthly Rate
(62 years and above)**

	Current Rate	Proposed Rate
Trash:	\$18.24	\$19.08
MRF rate:	\$ 3.45	\$ 3.61
Admin	\$ 1.34	\$ 1.34
fTotal:*	\$23.03	\$24.03

**Admin fee billed to residents by the City to cover City's administrative costs. The City opted not to increase the administration fee at this time.*

Effective Date	Proposed 5-Year Senior Citizen Discount Residential Trash Collection
January 18, 2023	\$24.03
January 1, 2024	\$24.03 plus/minus 2018 CPI for Garbage and Trash
January 1, 2025	2024 rate plus/minus 2024 CPI for Garbage and Trash
January 1, 2026	2025 rate plus/minus 2025 CPI for Garbage and Trash
January 1, 2027	2026 rate plus/minus 2026 CPI for Garbage and Trash



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: October 7, 2025

SUBJECT: Amendment to Professional Services Agreements with The Code Group Inc. and True North Compliance Services for Plan Review and Staffing Services

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 has three-year contracts (January 1, 2024 – January 1, 2027) with The Code Group Inc. and True North Compliance Services to provide plan review and staffing support. Each contract was originally approved for \$402,00, for a total of \$804,000.

Due to a surge in new multi-family developments and recent staff turnover, the City’s reliance on these contracted services has increased significantly. To maintain timely plan reviews and ensure continued compliance with building and safety regulations, staff recommend increasing the combined contract amount by \$800,000, bringing the total to \$1,604,000. This amendment will also provide staff with the flexibility to allocate additional funding between the two (2) vendors as needed, rather than splitting the increase evenly. Funding for this increase is included in the FY 2025-26 budget under Contract Services (Account No. 100.30.30301.53007), and additional funding was also approved in the FY 2026-2027 budget to support these services through the remainder of the contract term.

DISCUSSION

Since the agreements were executed, the City has experienced a significant increase in development activity, particularly new multi-family residential projects. Additionally, recent staff turnover in the Community Development Department has increased reliance on contracted plan review and staffing services to maintain service levels and meet statutory deadlines.

Although the original \$804,00 contract was split evenly between the two (2) vendors, the agreements allow staff flexibility in selecting which consultant to use for specific services. During the first year of the contract, The Code Group, Inc., proved to be a more reliable vendor for staffing needs.

This amendment will not only increase the total contract funding but will also allow staff to allocate an additional \$800,000 between the two (2) firms based on service needs, rather than splitting the increase evenly. Having this flexibility ensures that the city can rely on the best vendor suited to meet staffing and plan review demands at any given time.

FISCAL REVIEW

The proposed contract amendments will increase the total combined not-to-exceed amount from \$804,000 to \$1,604,000. Sufficient appropriations are available in the FY 2025-26 adopted budget for Contract Services (Account No. 100.30.30301.53007). In addition, a budget increase for contract services was included in the FY 2026-27 budget to ensure adequate funding for this level of service through the full contract term. The contract amounts will be offset by collection of building plan check fees, which fully cover the consultant costs.

PUBLIC NOTIFICATION

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney for the City has reviewed and approved the two (2) amendment contracts for on-call staffing and as-needed plan review services.

ALTERNATIVES

Alternative No. 1: Approve the recommended action

Alternative No. 2: Modify the scope or amount of the increase.

Alternative No. 3: Take no action, which may result in delays in plan review and permitting services.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute amendments to the professional services agreements with The Code Group Inc. and True North Compliance Services to increase the total combined contract sum by \$800,000, for a new not-to-exceed amount of \$1,604,000.

Staff is requesting City Council approval of Alternative No. 1 to approve.

Prepared by: Darik Doggett, Building Official

Reviewed by: Omar Dadabhoy, Community Development Director/Deputy City Manager

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Amendment No. 1 to Agreement (1399) -The Code Group Inc.
2. Amendment No. 1 to Agreement (1399) – True North Compliance Services
3. Original Agreements (1398 & 1399) (January 1, 2024)

AMENDMENT 1
AGREEMENT FOR CONSULTING SERVICES
CON - 1398

THIS FIRST AMENDMENT is made and entered into this 7th day of October 2025, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and True North Compliance Services (hereinafter "CONSULTANT") a California corporation.

Recitals

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for plan review and staffing services dated January 1, 2024, (AGREEMENT) which is incorporated herein by this reference; and

WHEREAS, the AGREEMENT was for an amount not-to-exceed TOTAL CONTRACT SUM of \$402,000.00 and currently has a term ending on January 1, 2027; and

WHEREAS, due to a surge in new multi-family developments and recent staff turnover, the City's reliance on contracted plan review and staffing services has increased significantly; and

WHEREAS, the parties do now desire to amend the AGREEMENT and increase the amount of the AGREEMENT, as amended, to provide additional compensation to CONSULTANT in the amount not-to-exceed \$400,000.00: and

WHEREAS, City desires to update the insurance specifications set forth in Exhibit B.

NOW, THEREFORE, the parties hereto agree as follows:

1. The TOTAL CONTRACT SUM shall be increased by \$400,000.00, from \$402,000.00 to \$802,000.00
2. Exhibit B of the original AGREEMENT, setting forth the insurance specifications, is updated to read as set forth in Exhibit B attached to this Amendment, and incorporated herein by this reference as though fully set forth.
3. All other terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

In witness whereof, the parties hereto have entered into this AMENDMENT #1 the date and year first above written.

ATTEST:

CITY OF FOUNTAIN VALLEY

Rick Miller, City Clerk

Ted Bui, Mayor

APPROVED AS TO FORM:



Attorney for the City

CONSULTANT:



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 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall name the City of Fountain Valley, and its officers, officials, employees, agents, and volunteers as additional insureds.

Umbrella liability insurance requirements. CONSULTANT shall obtain and maintain an umbrella liability insurance policy that offers comprehensive coverage with limits of not less than \$2,000,000. This policy must include coverage for bodily injury, personal injury, and property damage, and it should extend to encompass commercial general liability, automobile liability, and employer's liability. The policy must incorporate the following terms and conditions:

- Drop-down feature. This feature activates if any primary insurance becomes partially or wholly uncollectible for any reason, excluding the bankruptcy or insolvency of the primary insurer.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying primary insurance policies to ensure continuous coverage.

Excess liability insurance requirements. *[If required to meet higher limits].* The CONSULTANT shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONSULTANT's existing commercial general liability, automobile liability, and employer's liability policies. The requirements for the policy are as follows:

- Follow-form coverage. The policy adheres strictly to the terms and conditions of the underlying policies, ensuring seamless integration of coverage.
- Drop-down provision. This provision states that the excess policy will respond as primary coverage in the event that the underlying insurer is unable to pay a claim due to insolvency, unless an insolvency exclusion specifically applies.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to a reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying policies to prevent any gaps in coverage.

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 in connection with 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 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 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.

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. 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 contract period and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants/ subcontractors. 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.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Waiver of subrogation. With the exception of Professional Liability, 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/subcontractors.

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.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

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

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

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms

consistent with the CONSULTANT's requirements under this agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

City'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. 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 1
AGREEMENT FOR CONSULTING SERVICES
CON - 1399

THIS FIRST AMENDMENT is made and entered into this 7th day of October 2025, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and The Code Group, Inc. (hereinafter "CONSULTANT") a California corporation.

Recitals

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for plan review and staffing services dated January 1, 2024, (AGREEMENT) which is incorporated herein by this reference; and

WHEREAS, the AGREEMENT was for an amount not-to-exceed TOTAL CONTRACT SUM of \$402,000.00 and currently has a term ending on January 1, 2027; and

WHEREAS, due to a surge in new multi-family developments and recent staff turnover, the City's reliance on contracted plan review and staffing services has increased significantly; and

WHEREAS, the parties do now desire to amend the AGREEMENT and increase the amount of the AGREEMENT, as amended, to provide additional compensation to CONSULTANT in the amount not-to-exceed \$400,000.00: and

WHEREAS, City desires to update the insurance specifications set forth in Exhibit B.

NOW, THEREFORE, the parties hereto agree as follows:

1. The TOTAL CONTRACT SUM shall be increased by \$400,000.00, from \$402,000.00 to \$802,000.00
2. Exhibit B of the original AGREEMENT setting forth the insurance specifications, is updated to read as set forth in Exhibit B attached to this Amendment, and incorporated herein by this reference as though fully set forth.
3. All other terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this AMENDMENT No. 1 the date and year first above written.

ATTEST:

CITY OF FOUNTAIN VALLEY

Rick Miller, City Clerk

Ted Bui, Mayor

APPROVED AS TO FORM:



Attorney for the City

CONSULTANT:



Tom VanDorpe, S.E., CEO & President

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 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall name the City of Fountain Valley, and its officers, officials, employees, agents, and volunteers as additional insureds.

Umbrella liability insurance requirements. CONSULTANT shall obtain and maintain an umbrella liability insurance policy that offers comprehensive coverage with limits of not less than \$4,000,000. This policy must include coverage for bodily injury, personal injury, and property damage, and it should extend to encompass commercial general liability, automobile liability, and employer's liability. The policy must incorporate the following terms and conditions:

- Drop-down feature. This feature activates if any primary insurance becomes partially or wholly uncollectible for any reason, excluding the bankruptcy or insolvency of the primary insurer.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying primary insurance policies to ensure continuous coverage.

Excess liability insurance requirements. *[If required to meet higher limits].* The CONSULTANT shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONSULTANT's existing commercial general liability, automobile liability, and employer's liability policies. The requirements for the policy are as follows:

- Follow-form coverage. The policy adheres strictly to the terms and conditions of the underlying policies, ensuring seamless integration of coverage.
- Drop-down provision. This provision states that the excess policy will respond as primary coverage in the event that the underlying insurer is unable to pay a claim due to insolvency, unless an insolvency exclusion specifically applies.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to a reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying policies to prevent any gaps in coverage.

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 in connection with 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 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 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.

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. 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 contract period and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants/ subcontractors. 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.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Waiver of subrogation. With the exception of Professional Liability, 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/subcontractors.

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.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

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

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

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

City'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, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. 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.

✓ #105403

AGREEMENT FOR CONSULTANT SERVICES

CON - 1398

Plan review and Staffing 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 True North Compliance Services ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on January 1, 2024 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than January 1, 2027, 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 at all times 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

Community Development 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 four hundred two thousand Dollars (\$ 402,000.00) ("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 in connection with 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 subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that 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 of

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, provided that 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. In the event that 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. In the event that CONSULTANT fails to cure its default within such period of time, 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. 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. With respect to the design of public improvements, 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. With respect to the duty to defend, if CONSULTANT is a design professional as defined in Civil Code Section 2782.8, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants in a suit is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

(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 attorneys 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 and every 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 at all times 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 in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY 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 in light of 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
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
True North Compliance Services
3939 Atlantic Ave 224
Long Beach, CA 90807
Attention: Isam Hasenin

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 Applicable] 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 (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) day's 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 into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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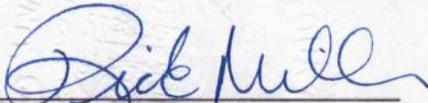
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY



Glenn Grandis, Mayor

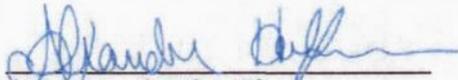
ATTEST:



Rick Miller, City Clerk

Approved as to Form:

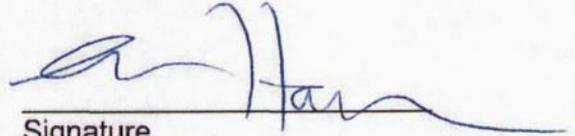
HARPER & BURNS LLP



Attorneys for the City

Approved as to Content:

CONSULTANT



Signature

Isam Hasenin

Typed Name

President

Title

Corporate seal (or attach Notary acknowledgment)

Exhibit "A"
Scope of Services
And Payment Terms

Section I- Transmittal Letter

August 9, 2023
Amanda McCall, Mgmt. Analyst
Purchasing Officer, City of Fountain Valley

Dear Ms. McCall,

True North Compliance Services Inc. is pleased to present our Proposal for Plan Review and On-Call Staffing Services. Our philosophy and guiding principles are centered around the commitment to providing public agencies with the highest quality of professional consulting services in a timely and cost-effective manner. We take pride in our ability to provide exemplary services and deep technical expertise to our clients.

Isam Hasenin is President and CEO of True North and the main contact for the firm. He is authorized to represent, sign, and bind True North Compliance Services, Inc. in a contractual agreement with the City of Fountain Valley. His email address is Isam@TNCServices.com., phone number 858-260-0495.

The founder and president of True North Compliance Services, Inc., Isam Hasenin, has developed an impeccable reputation, over his 30-year career, as a forward-thinking customer services-centric public agency administrator, licensed Civil Engineer and technical manager providing high quality responsive service to public agencies and their citizens.

We have the capabilities to review and inspect any of the disciplines; including but not limited to: California Building Code; California Residential Code; California Existing Buildings Code; Structural Engineering Plan Review will be performed by licensed Civil or Structural Engineers; Title 24 Energy; California Mechanical Code; California Plumbing Code; California Electrical Code; Disabled Access- CASp Compliance: plan review and site accessibility surveys; Green Building and Energy Conservation; OSHPD-3 reviews and certification; California Fire Code; Grading; Drainage; Mapping; Subdivisions.

Our team of over 50 highly qualified, licensed/certified plan review engineers, plans examiners, inspectors and permit technicians with many years of experience are ready to serve the needs of the City of Fountain Valley including 8 SE's, 15 PE's in Civil, Mechanical, Electrical and Fire Protection disciplines in addition to experienced and certified plans examiners, inspectors and permit technicians.

We understand the City's needs for Building and Safety services to augment its staff due to the high level of permit activities and the need to provide high quality, responsive and timely service. Our depth and breadth of resources will allow us to meet the demands and requests of the City in a timely and effective manner. We are able to quickly respond to requests to review building plans and perform inspection services on an as-needed basis. We can respond to fluctuations in workload, as well as requests for expedited project reviews. Our project manager will keep an open line of communication with Building & Safety, Planning Services, and Engineering Reviews managers and respond to requests within 24 hours of requests.

Our singular focus on our motto "*personal attentive service and excellence in the delivery of our services*" allowed us to become the go-to provider for most of our clients. The common denominator for our success serving our clients is the absolute focus on delivering high quality, responsive and timely services. We will partner with city staff, applicants and designer to come

up with practical common-sense solutions to difficult code compliance challenges. Our team is available to handle questions raised by City staff and/or the applicants throughout the day.

Our commitment to the City of Fountain Valley is to provide the highest quality Building and Safety services to you and your clients. More specifically, we commit to the following:

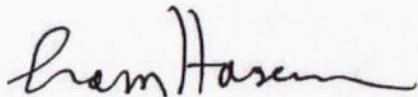
1. Unparalleled Building & Safety expertise of team members, and highest quality of plan review and inspection services.
2. Our Director of Operations will serve as the single point of contact for all communication with the City.
3. We will provide the necessary plan review staffing levels to meet the volume of work and level of permit activities.
4. Open line of communications with City staff and managers and permit applicants.
5. Implementation of a rigorous quality assurance program for all services we provide.
6. Availability to work directly with developers to provide responsive plan review service.
7. Create a balance of consistency, conformance, and efficiency in all plan reviews.
8. Daily pick up of plans at City offices (for paper plans).
9. Professionally prepared comment lists with clear reference to applicable code sections.
10. Commitment to reviewing plans within the agreed upon turn-around times.
11. Ability to provide expedited plan review services upon request.
12. Ability to provide plan review staff to work at the City of Fountain Valley Permit Center.
13. Availability to meet with applicants for pre-submittal meetings to provide high level code review and discussion to ensure a smooth and timely plan review process.
14. Ability to provide technical support to the Building Official and staff such as training, code adoption, developing technical policies, procedures and review/recommendations for Alternate Materials and Methods Requests (AMMR).
15. Our President, Isam Hasenin, will set up regular meetings with the Building Official to discuss process, procedures, technical issues and receive feedback on performance of True North staff.

We express our understanding of the scope of work as outlined in the RFP specification and confirm that all terms and conditions mentioned in the RFP have been thoroughly reviewed, comprehended, and acknowledged by our organization.

I am confident True North Compliance Services, Inc. will meet and exceed the City's expectations and provide unparalleled high-quality and timely services to the City.

We look forward to working with you and your team and building a long and successful relationship with the City of Fountain Valley.

Sincerely,



Isam Hasenin, MSCE, P.E., CBO, President

Section IV- Approach and Schedule

Plan Review Procedures

The following approach and procedures will apply to Plan Review Services. It may be adjusted to better accommodate the specific needs of the City of Fountain Valley:

1. We will pick-up plans at the City of Fountain Valley Permit Center within 24 hours of notification or upload immediately into our cloud-based database for electronic submittals.
2. Review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, occupancy and uses.
3. Format plan review comment lists to compliment the style and requirements of the City of Fountain Valley.
4. Prepare a standard template specific to the City of Fountain Valley to identify specific requirements and items of interest and focus to the City Building & Safety Division.
5. Our plan review philosophy is to perform a thorough review during the first submittal of plans in order to avoid new comments on any subsequent submittals.
6. Open lines of communication with the Building Official and other City managers and staff to ensure accuracy in enforcing City policies, procedures and regulations.
7. Conduct plan reviews within the agreed upon turn-around times established by the City of Fountain Valley.
8. Our team is available to review projects on an expedited basis when requested.
9. Review deferred submittals and revisions within assigned due dates.
10. Email plan check comments to designated Building staff and provide pertinent building/project data and information required on permit application. Building/project data such as description of work, type of construction, uses, occupancy classification, floor area, number of stories, etc. will be provided on the transmittal letter.
11. Supply hard copy or electronic plan review comment, approval letters, and project invoices as required by the City of Fountain Valley.
12. When final review is approved, we will deliver two final sets of approved plans with approval stamps and signatures to the City within 24 (twenty-four) hours of final review and approval.
13. Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
14. Any plan check issues not resolved between the reviewer and the architect/engineer of record after the second review cycle will be quickly elevated to our QC Manager who will in turn discuss with the Building Official and come up with resolution to the outstanding issues.
15. Communicate and/or meet with the applicant, architect, engineer, other City departments or agencies, as necessary to assist with plan review responses.
16. Participate in pre-submittal meetings during preliminary design stage to provide high level code review and discussion to ensure a smooth and timely plan review process.
17. Our President, Isam Hasenin, will be available to provide technical support and advice to the Building Official, and city staff and managers related to code application and review of Requests for Alternate materials and Methods, administrative aspects of the department, permit fee analysis, preparing local amendments and ordinances and similar services.
18. We will utilize the City's Permit Tracking System to enter and monitor plan-checking information into the portal.
19. We have a fully automated web-based project tracking system to enter and track all projects assigned by the City. City staff and managers can access the system anytime to check the backlog, status and due dates of any project. They can also review copies of comment lists

- prepared by our staff. If the City agrees, we can provide access to applicants so they can check status of their projects online without having to call the City or come to the City's counter.
20. Non-residential plan reviews including Multi-Family Dwellings are reviewed for accessibility compliance by a Certified Access Specialist (CASp).
 21. Office hours: our staff is available Monday through Friday from 8:00 am- 5:00 pm to respond to phone calls and email inquiries.
 22. We respond to phone calls and emails the same day received. Our plan check staff is available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants.

Plan Check Turn-Around Times

We commit to meeting the City's turn-around times on all projects reviewed by our team. Our web-based project tracking system allows both our reviewers and permit technicians to stay on top of project due dates. Our standard turn-around times are 10 days for the first plan check and 5 days for all subsequent checks. Expedited plan reviews will be completed in half the time frames listed.

***Express Rerechecks By Appointment**

We are pleased and excited to offer the City of Fountain Valley our new and innovative solution to expedite and streamline the rerecheck process. The program, "Express Rerecheck By Appointment" is a revolutionary approach to expedite the rerecheck process, minimize the number of review cycles, reduce frustrations and miscommunications between applicants and plan checkers and reduce the workload of City staff in intaking, routing and tracking of the many cycles of plan check and rerechecks on submitted projects. The program will be offered at no additional cost to the applicant or City. The service applies to the vast majority of projects reviewed by our staff. Once the applicant is ready for the rerecheck, he/she will contact True North Office to schedule the "Express Rerecheck By Appointment". The appointment will be scheduled within 48 hours of the request. Our plan reviewer will perform the rerecheck over video-conferencing meeting and sign off items completed.

Electronic Plan Review

True North Compliance Services is able to receive, process, plan review, markup and approval stamp plans electronically and return the electronic plans back to the City. In fact, over 75% of our reviews currently are performed electronically using the Bluebeam platform. We will adhere to the City's Electronic Plan Review guidelines and policies. We are able to receive and route submittal documents utilizing cloud storage (Box, SharePoint, Drop Box, etc.) links or any other preferred method of the City. Our staff will use Blue Beam to perform the review or other City-required platform.

Building Inspection Services

We have a rigorous internal quality control and assurance program for our inspection services. Main elements of our program include:

1. Rigorous hiring program to ensure that we only hire highly competent professional and friendly inspectors who believe in True North's core values and guiding principles.
2. Thorough on-boarding and training program for our team.
3. On-going technical training on latest codes, interpretations, technology and construction methods and techniques.
4. Regular staff meetings to communicate policies, procedures and provide directions.
6. Announced and un-announced audits of inspectors by our Chief of Inspections.

7. Regular feedback meetings with City's Building Official and staff to obtain feedback and input on our staff's performance.
8. Periodic calls to contractors to seek feedback on performance of our inspection staff.
9. Regular meetings with our inspectors to evaluate performance, offer critique and corrective actions if necessary.
10. All field inspections will be performed through the City's Community Development Department, Building Division and under the direction of the Building Official or other designated staff.
11. Projects under construction by permit from the City will be inspected for compliance with adopted State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City Ordinance. This shall include policies and interpretations of said Codes adopted by the City.
12. Perform inspections on construction projects to verify compliance with City of Fountain Valley Municipal Code and State codes and regulations.

Permit Counter Services

True North Compliance Services, Inc. believes that the permit technician position is one of the toughest positions in the Building & Safety Division. Being at the counter all day long handling customer contacts, questions and issues is challenging, especially as we experience the high volume of work and high customer traffic at the public counter. That's why we believe it takes a certain type of personality to be successful at the position. It's someone who is pleasant, calm, patient, excellent interpersonal skills and ability to use automation systems. We are pleased to offer staff who meet these criteria and qualifications. More specifically, the permit technician will:

1. Enter permit data into the automated database.
2. Research, compile and prepare various limited reports and presentation graphics.
3. Assist the general public at the front counter or by phone regarding building, planning and engineering permit requirements, plan check fees, plan check filing procedures and processing, and permit status.
4. Research information for public.
5. Accept permit applications and collect permit fees.
6. Review and evaluate plans for completeness and for conformance with ordinances and department standards, policies and guidelines.
7. Review plans for conditions of prior approval.
8. Route plans to other city departments for review.
9. Approve minor permits.
10. Research and respond to public inquiries.
11. Build and maintain positive working relationships with co-workers, City employees and the public using principles of good customer service.
12. Perform related duties as assigned.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Review permit application for completeness, perform fee calculations, route plans, verify approvals and conditions and issue permits.
15. Provide excellent service to all customers from a homeowner to large developers and designers.
16. Have excellent interpersonal skills, calm demeanor, patient and be a good listener

V- Quality Control

True North Compliance's core values in delivering municipal services are: Ethics, Transparency, Collaboration, Empathy, Customer-Centric service, Communications, and Fiscal Prudence. High quality service, professionalism and excellence in the delivery of municipal services are at the core of what True North Compliance stands for. We share the City's commitment to delivering responsive and timely service without compromising the quality of the service. To that end, we developed and implemented a rigorous internal quality control and assurance program for all of our services. Here are the major components of our quality control program:

Plan Review and Counter Services

Our established internal intake, plan review, quality control and customer contact procedures ensure that submittals are properly coordinated, tracked and managed. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this goal, we follow this procedure:

1. We monitor our staff's performance and interaction with customers at the counter by having customer surveys available for the applicants to complete. We will also randomly call applicants who received our service to check on their satisfaction with the services received from our staff. We will monitor phone calls and produce period reports of customer satisfaction. We will train and provide feedback to our staff related to their customer service skills.
2. Once we receive a project for review from the City, our document control staff screens and logs the project into our internal project tracking system with all appropriate information such as description, scope, review disciplines, Building Department staff, design team contact person and due dates.
3. Our QC Manager will perform an initial cursory review of the project to determine if there are any major code compliance issues that may require immediate discussion with the Building & Safety Division staff and/or design team, then depending on the complexity of the project, assigns to appropriate True North plan review engineers/plans examiners.
4. Plans are assigned to engineers or plans examiners for each of the required disciplines with notes from the QC manager
5. Once the plan review is complete, True North QC Manager will perform quality control of the project by reviewing the project and comments prepared by the assigned plan review engineer/plans examiner.
6. Following the QC phase, final comments will be generated and sent to the Building & Safety Division staff and designated design team member.

Inspection Services

Similar to our plan check quality control program, we have a rigorous internal quality control and assurance program for our inspection services. Main elements of our program include:

1. Rigorous hiring program to ensure that we only hire highly competent professional and friendly inspectors who believe in True North's core values and guiding principles.
2. Thorough on-boarding and training program for our team.
3. On-going technical training on latest codes, interpretations, technology and construction methods and techniques.
4. Regular staff meetings to communicate policies, procedures and provide directions.

5. Regular feedback loop on staff performance.
6. Announced and un-announced audits of inspectors by our Chief of Inspections.
7. Regular feedback meetings with City's Building Official and staff to obtain feedback and input on our staff's performance.
8. Periodic calls to contractors to seek feedback on performance of our inspection staff.
9. Regular meetings with our inspectors to evaluate performance, offer critique and corrective actions if necessary.

Section VII- Philosophy/Ethical Standards

A primary reason for early success and rapid growth is our strong ethics and professional standards. Our Philosophy & Guiding Principles are: *To provide highest quality, timely, cost-effective service and build strong successful long-term partnerships with municipal clients.*

Our core values in delivering building services are: **Ethics, Transparency, Collaboration, Communications, Excellent Customer Service, Empathy, Fiscal Prudence.**

We apply our philosophy & Guiding Principles along with our core values to everything we do in the day-to-day operations and in the delivery of all of our services. To that end, we will:

- ✓ Partner and collaborate with City's Building Official, Fire Marshal and their staff to deliver a streamlined and expeditious process for plan reviews.
- ✓ We deliver on every promise we make to our clients.
- ✓ Deliver timely, high-quality service.
- ✓ Thorough and complete plan review with clear concise comments during the first review to minimize delays and frustrations.
- ✓ Reasonable, practical yet safe approach to code compliance.
- ✓ Availability of our staff and managers to City staff and applicants.
- ✓ Free early global code review during discretionary process.
- ✓ *Our motto is personal attentive service and excellence in the delivery of municipal services.*

We avoid any real or perception of conflict of interest and hold ourselves to the highest ethical standards in the delivery of our services. To that end, we have the following policies and procedures in place:

1. We only work for public agencies in the assessment and verification services. We do not perform any design services to private or public agencies.
2. We do not work for any private developers, designers or engineers.
3. Our staff is not permitted to perform any design or consulting work on their own in any client cities.
4. Our staff and managers are required to disclose any personal financial interest in any city client.
5. Our staff is not permitted to be involved in any way in project reviews, inspections or approval of their personal projects, or their family members or friends.
6. Our staff and managers are not permitted to accept gifts of any monetary value from clients or project applicants and contractors.
7. Our staff and managers are not permitted to develop personal relationships or friendships with project applicants or builders of projects they are working on.

VIII- Customer Service Commitment/ Transition Plan

Our singular focus on our motto “*personal attentive service and excellence in the delivery of our services*” allowed us to become the go-to provider for most of our clients. The common denominator for our success serving our clients is the absolute focus on delivering high quality, responsive and timely services. We will partner with city staff, applicants and designer to come up with practical common-sense solutions to difficult code compliance challenges. Our team is available to handle questions and issues raised by City staff and/or the applicants throughout the day. Our managers are available around the clock to handle whatever needs our clients might have. We keep an open line of communications with staff and applicants to streamline and expedite the review and approval of projects being reviewed. Our customer service commitment includes the following elements:

2. Application of the code in a reasonable practical yet safe manner, and understanding and applying the spirit and intent of the code whenever needed.
3. Our plan review philosophy is to perform a thorough and accurate plan review during the first submittal in order to avoid new comments and delays during subsequent review cycles and frustrating the applicants and designers.
4. Open lines of communication with the Building Official and other city managers and staff to ensure efficient and high level of customer service.
5. When an applicant disputes plan check comments, our plan check staff is trained and instructed to quickly elevate the issues to our QC manager to work toward quick and effective resolution of the issues.
6. Implementation of our “Express Recheck By Appointment” system to enhance customer service and expedite approval of projects.
7. Office hours: our staff is available Monday through Friday from 8:00 am- 5:00 pm to respond to phone calls and email inquiries.
8. We respond to phone calls and emails the same day received.
9. Our plan check staff is available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.

Transition and Implementation Plan

Our managers and staff are highly experienced in transitioning services from other consultants. We have successfully and effectively transitioned services from other consultants for our current clients such as City of the Del Mar, Carlsbad, Dana Point, Malibu, Redwood City, San Bruno and others. We are prepared to immediately engage with the City of Fountain Valley’s Building Official and other City staff to initiate the transition process. Elements of our implementation plan would include the following steps:

1. Our President and Director of Operations will hold an initial implementation meeting in person or via video-conference with the Chief Building Official and his staff as soon as the

contract is signed to gain an insight on current key issues, challenges and needs of the Building & Safety Division.

2. Tour the City's Building Services operation and meet and greet with manager/staff of City departments that are involved in the development review and permitting process.
3. Meet with Planning Division managers to review current applications for discretionary review to gain insight of upcoming construction projects and key project conditions.
4. We would collect all policies and procedures of the Building & Safety Division's plan review and inspection process.
5. We would provide internal training to our staff on City of Fountain Valley process, technical policies and other applicable local ordinances and regulations.
6. We would establish internal policy manual for City of Fountain Valley plan review and inspection process to ensure our staff follows established procedures and local ordinances and regulations.
7. Set up the process and procedures for plan pick-up, delivery and return of plans.
8. Train our staff on the City's permitting software system.
9. We would develop standardized plan review checklists specific for the City of Fountain Valley.
10. Process and deliver projects during the last week of transition to test the system and tweak as necessary.
11. Our President, Isam Hasenin will set up regular meetings with the Chief Building Official and other City managers to discuss process, procedures, technical issues and receive feedback on the performance of True North staff.

Vendor:

True North Compliance Services, Inc.

Hourly rates

	Initial contract				Extension #1	Extension #2
	start to 6/30/24	7/01/24 - 6/30/25	7/01/24 - 6/30/26	7/01/24 - 6/30/27		
Plan check						
Building Plan Review	\$110.00	\$110.00	\$115.00	\$115.00	\$120.00	\$120.00
Structural Plan Review	\$125.00	\$125.00	\$130.00	\$130.00	\$135.00	\$135.00
Grading Plan Review	\$115.00	\$115.00	\$120.00	\$120.00	\$125.00	\$125.00
expedited amount	\$145.00	\$145.00	\$150.00	\$150.00	\$155.00	\$155.00
shipping charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staffing						
Permit Technician	\$65.00	\$65.00	\$68.00	\$68.00	\$70.00	\$70.00
Building Inspector	\$90.00	\$90.00	\$93.00	\$93.00	\$96.00	\$96.00
Combo Building Insp	\$95.00	\$95.00	\$98.00	\$98.00	\$100.00	\$100.00
Building Official	\$145.00	\$145.00	\$150.00	\$150.00	\$155.00	\$155.00
charge mileage	IRS rate					
EXTRA						
Notes:	Mileage will be charged only while performing inspections for the city	Mileage will be charged only while performing inspections for the city	Mileage will be charged only while performing inspections for the city	Mileage will be charged only while performing inspections for the city	Mileage will be charged only while performing inspections for the city	Mileage will be charged only while performing inspections for the city

True North Compliance Services

<i>Review Services</i>	<i>Fee</i>		
	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>
<i>Architectural</i>			
TI	\$220.00	\$225.00	\$230.00
NEW	\$330.00	\$340.00	\$350.00
NEW R-1/R-2 (>25 units)	\$440.00	\$450.00	\$460.00
<i>Suppression System</i>			
Sprinkler System-TI	\$110.00	\$113.00	\$116.00
Sprinkler System-New	\$330.00	\$340.00	\$350.00
Underground	\$220.00	\$225.00	\$230.00
Fire Pump	\$330.00	\$340.00	\$350.00
Engineer System	\$165.00	\$170.00	\$175.00
Alarm System	\$275.00	\$285.00	\$295.00
Special Systems/ Processes	\$220.00	\$225.00	\$230.00
Hazardous Material Disclosure	\$165.00	\$170.00	\$175.00
Developmental Review	\$165.00	\$170.00	\$175.00
<i>Administration</i>			
Revision	\$110.00	\$113.00	\$116.00
Additional Review (past 2nd)	\$110.00	\$113.00	\$116.00
Expedited Plan Check (per submittal)	\$165.00	\$170.00	\$175.00
Time & Material (hourly Rate)	\$110.00	\$113.00	\$116.00

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 in connection with 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 in connection with 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.

Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: True North Compliance Services, Inc. **POLICY NUMBER:** OB3J114022

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **"Your work"** for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

*Definition: **"Your work"** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and, b. Separately to each insured against whom claim is made or "suit" is brought.

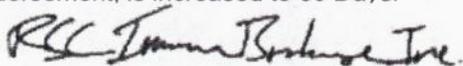
Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 30 Days.



AUTHORIZED REPRESENTATIVE

*From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

Insured: True North Compliance Services, Inc.
Policy No.:
AW3J248741

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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461-0155 (9-97)

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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461-0155 (9-97)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

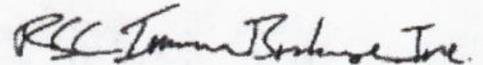
Endorsement Effective 08/27/2023

Policy No. WZ3J114000

Endorsement No.

Insured True North Compliance Services, Inc.

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY



Countersigned By _____

WC 04 03 06 (Ed 04-84)

AGREEMENT FOR CONSULTANT SERVICES

CON - 1399

Plan review and Staffing 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 The Code Group, Inc "VCA Code" ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on January 1, 2024 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than January 1, 2027, 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 at all times 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

Community Development 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 four hundred two thousand Dollars (\$ 402,000.00) ("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 in connection with 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 subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that 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 of

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, provided that 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. In the event that 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. In the event that CONSULTANT fails to cure its default within such period of time, 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. 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. With respect to the design of public improvements, 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. With respect to the duty to defend, if CONSULTANT is a design professional as defined in Civil Code Section 2782.8, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants in a suit is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

(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 attorneys 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 and every 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 at all times 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 in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY 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 in light of 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
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
The Code Group, Inc.
1845 W. Orangewood #210
Orange, CA 92868
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.

[Check if Applicable] 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 ("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) day's 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 into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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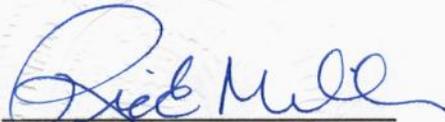
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY



Glenn Grandis, Mayor

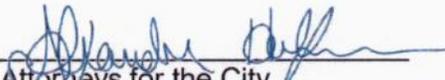
ATTEST:



City Clerk

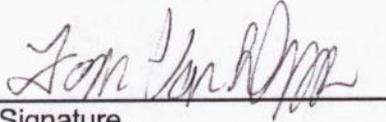
Approved as to Form:

HARPER & BURNS LLP



Approved as to Content:

CONSULTANT



Signature

Tom VanDorpe, SE

Typed Name

CEO/President

Title

Corporate seal (or attach Notary acknowledgment)



Exhibit "A"
Scope of Services
And Payment Terms



4. Approach and Schedule

A Partner to the City Fostering relationships with municipal staff is important to VCA, and we believe in aligning our processes with the City rather than imposing our own. We are happy to make any adjustments and assist with process improvements. Our team will respond to inquiries within one business day, and any urgent matters will be handled ASAP. We are committed to acting with integrity in all our relationships, and our values such as respect, compassion, and dependability resonate throughout our work. We do not believe in misrepresenting the firm for gain; any stakeholder can rely on us to provide genuine service.

As a partner to the City, our goal is to relieve burdens on your staff and provide solutions, not create more problems. We work as an extension of City staff which translates into consistent quality, open communication, and smooth workflow. Clients can rely on our team’s enthusiasm and transparency when addressing issues and developing solutions.

A. Plan Review Services

1. Plan review shall be performed remotely at VCA’s offices and not at City offices.
2. VCA will assign personnel who are professionally qualified to perform commercial and/or residential construction document plan review as determined by the City. Non-residential plan reviews including Multi-Family Dwellings shall be reviewed for accessibility compliance by a Certified Access Specialist (CASp).
3. VCA designates Bob Heinrich, Principal and President, as the responsible contact for communications between the City and VCA.
4. VCA will furnish assigned personnel with all necessary materials, resources and training to conduct plan review, including a current copy of applicable City amendments, policies, procedures, ordinances, and forms.
5. VCA, upon request of the City, shall attend meetings connected with plan review for high priority projects, as needed, and as specified in the fee structure for plan check section for this RFP.
6. Plan review approval shall not be recommended to the City until all code compliance issues are resolved to the best of consultant’s knowledge and all permit issuance requirements of the City Building Division and Community Development Department are satisfied. VCA will contact City if there are questions or other arrangements are requested.
7. VCA shall review plans for compliance with California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEC Part 6 of the California Building Standards Code), California Green Building Standards Code (CGBSC), California Fire Code (CFC), applicable municipal codes as adopted and amended by the City.
8. VCA will retrieve, perform and submit plan review electronically or, periodic paper project submitted to the City. VCA will conduct each plan review in a timely manner and within time-frame guidelines. Upon completion of each plan review, VCA will return the

VCA’s team of ICC Plan Checkers, including two CASp, work directly out of VCA offices.



reviewed documents to the City and provide an electronic copy of the plan review comments. Upon completion of the plan review where approval of the documents is recommended, VCA will provide a complete set of all final review documents annotated as approved to the City of Fountain Valley, Building Division.

- 9. Plan review comment letters shall be completed in an approved electronic format and provided to the City electronically.
- 10. Code interpretations are subject to final review and approval by the Building Official. All plan review comments are subject to the review of the City as requested.
- 11. VCA will perform services, including complete plan review, administration and, if applicable, transportation of paper projects to and from the Permit center, within appropriate timeframes established by the City. First review is to be performed within 10 business days and any subsequent review (resubmittal, revision or deferred submittal) within 5 business days. In the event that the consultant cannot perform these services within the designated timeframes, VCA will notify the City of when to expect completion.
- 12. VCA will be available within one (1) business day to respond to questions from the City that may be generated during field inspection for each authorized plan review that is subsequently issued a permit for construction.
- 13. VCA will provide plan check staff with ICC certifications.

We will transport plans and perform plan check services in compliance with the City's timelines and procedures.

Not only does our plan check team undergo **regular training** to keep up-to-date on the most recent code changes, but they also maintain **approved, client-specific correction lists** to preserve consistency. Their review will include the following:

- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Historical Building Code
- California Fire Code
- California Existing Building Code
- California Green Building Code (CALGreen)
- Fountain Valley Local Amendments

Our team of full-time **plan check coordinators** is dedicated to streamlining the plan review process by ensuring a seamless transition between consultants, proper routing of plans, and addressing any questions raised by applicants.

VCA's ability to manage multiple deadlines and achieve desired turnaround times is made possible by our **proprietary plan tracking system**. We will adhere to the City's prescribed review times.



B. Professional Staffing Services

1. Building Field Inspection Services

- a. All field inspections shall be performed through the City’s Community Development Department, Building Division and under the direction of the Building Official or other designated staff.
- b. Consultant shall assign personnel who are professionally qualified as determined by the City to perform commercial and/or residential construction inspection or accessibility inspection. All materials, resources, tools, iPads, phones and training shall be supplied by the Consultant.
- c. Projects under construction by permit from the City shall be inspected for compliance with adopted State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City Ordinance. This shall include policies and interpretations of said Codes adopted by the City.

2. Permit Counter Services

VCA will, at the request of the City, assign permit technician or other permit counter staffing to assist customers at the permit counter, including but not limited to plan intake, over the counter permit issuance, assistance with questions on building and planning code requirements, etc.

- ☑ On an on-call basis, VCA’s *Staffing Division* will **promptly assign support staff including building official, building inspector, and permit technician**. Though placement is based on availability, this process is typically quick because our recruiters maintain a robust pipeline of qualified staff specializing in a wide range of disciplines. Our team is efficient at providing resumes to the City for initial review, setting up interviews with candidates, onboarding new staff, and handling concerns prior and during assignment.
- ☑ Through VCA, the City will have access to a **multitude of industry resources** including International Code Council (ICC) certified personnel for staff augmentation, code experts for overflow or specialized plans, code training and ordinance assistance, and the expertise of an established consultant in municipal building departments across California.
- ☑ We provide **ongoing training, mentorship, and support** to ensure our employees consistently deliver exceptional results. Choosing VCA means partnering with a team of experts dedicated to your City’s specific needs, whether that is for building services or other staffing requests.



5. Quality Control

Unlike competitors, VCA staffs a core in-house team of dedicated plan checkers and recruiters. With a coordinated plan check team working out of VCA’s headquarters, corrections stay consistent and the whereabouts of assigned plans are easily tracked. We are committed to handling your plan check workload and are able to do so with our Director of Plan Check maintaining strict quality standards, and our Client Services Manager overseeing plan routing and customer service.

Our organized recruiters manage all client requests and candidate pools to accomplish staffing requests quickly and efficiently. Contract staffing through VCA is straightforward; we source and screen candidates tailored to your requests, whether that is a junior plan checker or a combination inspector with 10 years of experience. Our team expertly manages potential candidates, so minimal effort is needed from municipal staff and their time can be optimized elsewhere.

Stay Ahead on Plan Check with VCA’s Skilled Team

Our plan check team consists of ICC certified plans examiners, plan check engineers, licensed structural and civil engineers, and licensed architects. Most possess at least six years of plan review experience with many working over twenty years in the industry. They will review each project to meet all requirements of the California Code Regulations (CCR Title 24), including compliance with relevant City, State, and Federal Laws. Our team’s diverse skillset can cover the City’s current and future plan review needs, including but not limited to:

- | | | |
|-----------------|--------------------|--------------------------|
| ✓ Building | ✓ Energy | ✓ Accessibility/ADA/CASp |
| ✓ Structural | ✓ CALGreen | ✓ Geotechnical |
| ✓ Architectural | ✓ Solar | ✓ Stormwater |
| ✓ Mechanical | ✓ Fire/Life Safety | ✓ Flood Zone |
| ✓ Electrical | ✓ Grading/Drainage | ✓ OSHPD-3 |
| ✓ Plumbing | ✓ Seismic | ✓ Cannabis |

1. **Smooth Transition:** VCA will meet with designated City staff to address the following:
 - a. Understand City’s plan check procedures and requirements to be followed;
 - b. Confirm applicable City codes, amendments, policies, and procedures;
 - c. Discuss key concerns related to applicants;
 - d. Establish ongoing operating procedures between the City and VCA;
 - e. Attend meetings with project representatives as-needed to address questions
2. **Beginning with the End in Mind:** VCA employs a full-time Plan Check Client Services Manager, Ms. Yolanda Huerta, and coordination staff. A 25-year veteran Permit Technician, Ms. Huerta opens each set of plans to review for completeness. If portions are missing, she immediately notifies the City. Each plan is entered into our proprietary plan tracking system by our plan check coordinators and assigned to a plans examiner.
3. **Consistent Corrections & Rerechecks:** Each city is assigned a Lead Plan Checker to understand that City’s nuances and create a template approved by the City. The Lead performs most of



that City’s plan check work and also trains others to maintain uniformity not only amongst themselves, but also with the City. With this system, we consistently write corrections that only the City would write. For rechecks, plans are given to the original plans examiner to save time and money in approving corrections, expedite the review process, and keep conversations with applicants concise.

4. **Expert Eye on Plans:** Our Director of Plan Check, Mr. Samir Ghosn, previously managed the plan check division at the City of Newport Beach, and he conducts oversight and training of VCA’s plan check team to uphold a high standard level. This control and quality assurance allows our team to deliver plan corrections that are thoroughly reviewed, concise, and based on applicable codes and regulations. Should there be any concerns regarding quality control, our staff are happy to meet with applicants.

5. **Firm Grasp of Plans & Deadlines:**

Pertinent data is entered into our custom tracking system; each set of plans receives a bar code that allows VCA to track every entry into our system. Due dates are transparent and openly displayed on a screen similar to

Today Is		Total Plans in House :						
Agency	Emp	Sub #	Plan ID	PC Number	Job Address	Rec'vd	Due	Days Till Due
MON	NS	3	34769	2021-343	361 Norumbega	11/8	11/15	6
LB	GH	1	34839...	BRMD263...	3360 E 68th St	11/8	11/15	6
LB	GH	1	34840...	BRMD263...	3360 E 68th St	11/8	11/15	6
COR	SD	1	35403	B21-04375	810 Ford Street	10/28	11/15	6
COR	SD	1	35404	B21-04362	810 Ford Street	10/28	11/15	6
MB	NS	1	35229	BLDR-21-...	1530 9th St	10/1	11/15	6
WHO	JK	2	35294	E21-0369	9041 Nemo St	11/8	11/16	7
WHO	JK	2	35295	M21-0270	9041 Nemo St	11/8	11/16	7

a flight status board. With this system, VCA reviews plan checkers’ activities, the number of reviews, hours, fees, notes, and any information received from the City or applicants which can be easily relayed back to the City. We will follow the City’s prescribed turnaround times.

6. **Plan Transmittal Your Way:** We are happy to transport plans however the City wants whether it’s through the City portal, email, SharePoint, ShareFile, Dropbox, mail courier, etc. Our team’s technological competence has in the past facilitated the transition from paper to digital plans for our clients. We understand the importance of speed and convenience, and our expertise in electronic plan transmittal and plan review will accelerate this process for the City.

7. **Unique Solution for Plan Check:** Saving time, money, and labor, VCA developed the concept of Client Directed Expedited Plan Check. One of the largest headaches for Building Departments is handling unrealistic expectations from demanding customers. As a leader in bringing thoughtful industry solutions to the government sphere, VCA Code’s President, Bob Heinrich, crafted this proprietary system to help cities:

- Eliminate complaints to government leadership, especially on politicized projects
- Remove complaints related to turnaround times because the customer selects their timeframes
- Relieve staff burden because the customer works directly with VCA
- Avoid issues with fees because the applicant chooses their own fee amount
- Retain higher percentage of the fee and allow additional resources for the City’s usage

We are the only consultant with experience in the successful implementation of this service that benefits all parties involved. Our team is available to discuss this option in more detail.

Quality Control

VCA Code | 1845 W. Orangewood Ave., #210, Orange, CA 92868 | 714.363.4700



Consistently Augment Your Staff with Quality Personnel

- 1. Clear Understanding of Needs:** Upon contract commencement, VCA's Director of Staffing, Rick Bergin, will connect with the City's point of contact to establish current and future needs. VCA's *Staffing Division* strategically maintains a pool of qualified professionals to staff municipalities as needed. By leveraging our team's expertise, the City will have access to not only qualified candidates for the initial scope, but also ongoing assistance in evolving staffing and recruiting needs.
- 2. Expert Recruiting:** Our professional recruiters are highly experienced in attracting and selecting candidates and maintaining a pipeline of qualified contract staff by keeping consistent communication with past and potential candidates. We have access to a multitude of hiring resources and connections to sustain demand. Our *Staffing Division* meets weekly to go over requests and monitor progress to avoid delays and swiftly handle all requests.
- 3. Comprehensive Screening:** VCA complies with all State and Federal employment laws. We meet with candidates to gauge work ethic and evaluate their knowledge and skills. After our initial screening, we provide relevant resumes to the City for interviews and approval. VCA also confirms certifications/licenses, runs required background checks, and/or coordinates with the City's live scan process. We will adhere to all City requirements.
- 4. Consistent Staffing:** Once a candidate is selected by the City, VCA manages the onboarding process for a smooth transition. Should any personnel be absent or get reassigned, we will present the resumes of highly qualified replacements for affected functions. Deployment of staff typically takes 2-10 working days depending on availability. Because VCA employs expert recruiters, we are able to minimize turnaround time without cutting corners.
- 5. Continual Management, Training, and Support:** Once personnel are placed, our staffing team continues oversight and management of employees, resolving any concerns from City staff. Supervision will be provided including training, performance, attendance, disciplinary action, and work product. Our philosophy entails meeting our clients' specific staffing needs which is why we provide cross-training and cover costs for education and certifications. We are committed to supplying capable staff and making suitable adjustments based on client needs.

Vendor:

The Code Group, Inc. (VCA Code)

Hourly rates

	Initial contract				Extension #1 7/01/24 - 6/30/27	Extension #2 7/01/24 - 6/30/28
	start to 6/30/24	7/01/24 - 6/30/25	7/01/24 - 6/30/26	7/01/24 - 6/30/27		
Plan check						
Building Plan Review	\$125.00	\$130.00	\$135.00	\$140.00	\$146.00	\$146.00
Structural Plan Review	\$125.00	\$130.00	\$135.00	\$140.00	\$146.00	\$146.00
Grading Plan Review	\$125.00	\$130.00	\$135.00	\$140.00	\$146.00	\$146.00
expedited amount	1.5x	1.5x	1.5x	1.5x	1.5x	1.5x
shipping charge:	no charge	no charge	no charge	no charge	no charge	no charge
Staffing						
Permit Technician	\$70.00	\$70.00	\$70.00	\$73.50	\$73.50	\$73.50
Building Inspector	\$90.00	\$90.00	\$90.00	\$94.50	\$94.50	\$94.50
Combo Building Insp	\$100.00	\$100.00	\$100.00	\$105.00	\$105.00	\$105.00
Building Official	\$150.00	\$150.00	\$150.00	\$157.50	\$157.50	\$157.50
charge mileage	IRS Mileage Rate	IRS Mileage Rate	IRS Mileage Rate	IRS Mileage Rate	IRS Mileage Rate	IRS Mileage Rate
EXTRA						

Notes:
Overtime is 1.5x the hourly rate. 2-hour minimum fee may apply.

VCA Code "The Code Group"

<i>Review Services</i>	<i>Fee</i>		
	<u>23/24</u>	<u>24/25</u>	<u>25/26</u>
<i>Architectural</i>			
TI	\$220	\$231	\$243
NEW	\$330	\$347	\$364
NEW R-1/R-2 (>25 units)	\$440	\$462	\$485
<i>Suppression System</i>			
Sprinkler System-TI	\$110	\$116	\$121
Sprinkler System-New	\$330	\$347	\$364
Underground	\$220	\$231	\$243
Fire Pump	\$330	\$347	\$364
Engineer System	\$165	\$173	\$182
Alarm System	\$275	\$289	\$303
Special Systems/ Processes	\$220	\$231	\$243
Hazardous Material Disclosure	\$165	\$173	\$182
Developmental Review	\$165	\$173	\$182
<i>Administration</i>			
Revision	\$110	\$116	\$121
Additional Review (past 2nd)	\$110	\$116	\$121
Expedited Plan Check (per submittal)	\$165	\$173	\$182
Time & Material (hourly Rate)	\$110	\$116	\$121

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 in connection with 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 in connection with 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.



V# 105407

CR# 1399

VCACONS-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED VCA Consultants, Inc. (See Desc. of Operations for Full Named Insured) 1845 W. Orangewood Ave, Suite 200 Orange, CA 92868	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Twin City Fire Insurance Company	NAIC # 29459
	INSURER C: Fireman's Fund Indemnity Corporation	NAIC # 11380
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

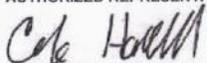
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6801R291569	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GENERAL AGGREGATE	\$ 2,000,000					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Ded	\$ 0	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY Comp.: \$1,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp.: \$1,000	X	X	BA9P831412	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			CUP1R295206	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	72WEGAM3JXV	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			USF00847423	7/1/2023	7/1/2024	Per Claim	2,000,000	
C	Ded \$50,000 Ech Clm			USF00847423	7/1/2023	7/1/2024	Aggregate	4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Includes: dba VCA Structural; dba VCA Consultants; Van Dorpe Chou Associates, Inc.; dba VCA Green; dba VCA Code; dba VCA Code Group, , The Code Group, Inc. dba: Verde, The Code Group, Inc. dba: Verde, a VCA Company. The Umbrella policy is follow-form to the underlying GL, Auto and WC policies.

Re: All Operations

City of Fountain Valley and its officers, officials, employees, and agents are Additional Insured with respect to General and Auto Liability per the attached SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED VCA Consultants, Inc. (See Desc. of Operations for Full Named Insured) 1845 W. Orangewood Ave, Suite 200 Orange, CA 92868
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72WEGAM3JXV

Endorsement Number:

Named Insured and Address: VCA Consultants, Inc.
1845 W Oranewood Ave., Suite 200
Orange, CA 92868

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none">A. BLANKET ADDITIONAL INSUREDB. EMPLOYEE HIRED AUTOC. EMPLOYEES AS INSUREDD. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSE. TRAILERS – INCREASED LOAD CAPACITYF. HIRED AUTO PHYSICAL DAMAGEG. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none">H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMITI. WAIVER OF DEDUCTIBLE – GLASSJ. PERSONAL PROPERTYK. AIRBAGSL. AUTO LOAN LEASE GAPM. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: October 7, 2025

SUBJECT: City of Fountain Valley Six-Month Strategic Objectives Adoption for October 7, 2025,
through March 17, 2026

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 September 23, 2025, the City Council held a strategic planning session with the executive management team and department managers. Those in attendance collaborated to establish the City’s six-month strategic planning objectives for adoption from October 7, 2025, through March 17, 2026. This Strategic Planning Session was condensed as it was the final meeting of our three-year goal-setting process. At the next Strategic Planning Session in March of 2026, the City Council, executive management team, and managers will seek to establish a new set of three-year goals. The strategic plan has and will continue to serve as a guideline for the City Council and City staff as we work to achieve our goals. The Strategic Plan objectives on the attached spreadsheet have been updated so that the City Council can see the established six-month strategic objectives and ultimately what progress has been made on the action items.

DISCUSSION

During the City’s Strategic Planning session on September 23, 2025, City Council, executive management team including department managers discussed the strategic objectives that will be worked on for the next six (6) months.

Through collaborative efforts, the City Council and staff help clearly define the city's goals and priorities. A finalized Six-Month Strategic Objectives Matrix for October 7, 2025, through March 17, 2026, has been prepared for adoption.

FISCAL REVIEW

The fiscal impact has been budgeted in Fiscal Year 2025-26.

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 six-month strategic objectives matrix for October 7, 2025, through March 17, 2026
- Alternative No. 2:** Direct staff to take an alternate action.

RECOMMENDATION

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

- Prepared by: Rick Miller, City Clerk
- Reviewed by: Ryan Smith, Finance Director
- Approved by: Maggie Le, City Manager

- Attachment:
1. Six Month Strategic Objectives Matrix for October 7, 2025, through March 17, 2026

CITY OF FOUNTAIN VALLEY

SIX-MONTH STRATEGIC OBJECTIVES

October 7, 2025- March 17, 2026

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	REVIS ED	
1. By December 16, 2025, City Council Meeting	Deputy City Manager/Community Services Director and Public Works Director	Present an Art on the Box program in collaboration with FVSD, FVCF, and the City via OCWD funding.				

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	
1. By February 17, 2025, City Council Meeting	Fire Chief, Public Works Director, & Community Services Director	Evaluate and present the possibility of a fundraising program for Fire Station No. 1 through donations (i.e. bricks, plaques, pavers etc).				
2. By February 3, 2025, City Manager	Finance Director	Present a plan to initiate and assess the business license operations with HdL or to provide in-house service.				

**THREE-YEAR GOAL: ATTRACT AND RETAIN QUALITY STAFF THROUGH
BEST PRACTICES AND TRENDS**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 16, 2026, City Council Meeting	HR Director and Executive Management Team	Prepare and present a city-wide recruitment video.				
2. By December 16, 2025, City Council Meeting	Police Chief	Initiate an organizational assessment with a consultant to identify opportunities and challenges to improve the Police department's operational efficiency and morale.				

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	
1. By February 17, 2026, City Council Meeting	Finance Director, Fire Chief, & Public Works Director	Present financial data to fund Fire Station No. 1 and seek directions from the City Council.				
2. By February 3, 2026, City Manager	IT Director and City Manager's Office	Create an internal and external educational campaign to implement new phone numbers for the city facilities.				



**CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST**

TO: Honorable Mayor and
Members of the City Council

Agenda Date: October 7, 2025

SUBJECT: Consideration of Resolution Setting forth the City Council's Official Position
Opposing Proposition 50: Legislative Congressional Amendment
Regarding Congressional Redistricting

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

Consider the request that the City Council adopt a Resolution setting forth the City Council's official position in opposition to Proposition 50.

DISCUSSION

On August 21, 2025, California Senate Bill No. 280 was signed into law, calling a special election on November 4, 2025, to consider Proposition 50, The Use of Legislative Congressional Redistricting Map Amendment, otherwise known as the "Election Rigging Response Act."

During the Regular Meeting of the City Council on September 25, 2025, Council Member Patrick Harper requested that an item be placed on a future agenda for the Council to consider a resolution setting forth the City Council's official position in opposition to California Proposition 50, and received a second by Vice Mayor Jim Cunneen.

If approved, Proposition 50 authorizes temporary changes to the California Congressional District Maps through 2030. Traditionally, redistricting occurs once every 10 years, after the United States Census. The current Congressional Districts were certified in December 2021.

Under the proposed Congressional District Maps if Proposition 50 is approved by voters, the City of Fountain Valley would remain in Congressional District 45.

FINANCIAL ANALYSIS

There is no financial impact regarding this item.

ATTORNEY REVIEW

The City Attorney has reviewed and approved this staff report and proposed resolution as to form.

ALTERNATIVES

Alternative 1: Approve the proposed Resolution opposing Proposition 50.

Alternative 2: Do not approve the proposed Resolution opposing Proposition 50.

RECOMMENDATION

Consider the request that the City Council adopt a Resolution setting forth the City Council's official position in opposition to Proposition 50.

Prepared By: Colin Burns, Attorney for the City

Approved By: Maggie Le, City Manager

Attachment 1: Resolution

RESOLUTION

A RESOLUTION OF THE FOUNTAIN VALLEY CITY COUNCIL ADOPTING AN OFFICIAL POSITION OF OPPOSITION TO PROPOSITION 50 ON THE NOVEMBER 2025 BALLOT

WHEREAS, Proposition 50, appearing on the November 2025 California ballot, proposes to amend the California Constitution to alter the process for drawing congressional districts; and,

WHEREAS, the current process, established by voters, assigns the responsibility for drawing congressional districts to the independent California Citizens Redistricting Commission, designed to operate in a non-partisan manner; and,

WHEREAS, Proposition 50 would transfer the authority to draw congressional districts from the California Citizens Redistricting Commission to the State Legislature; and,

WHEREAS, the independent California Citizens Redistricting Commission was created to ensure fair and impartial district boundaries, including safeguards to keep cities, counties, and local communities together; and,

WHEREAS, Proposition 50 would remove existing safeguards intended to maintain the integrity of local communities in the redistricting process; and,

WHEREAS, Proposition 50 proposes dividing communities, forcing some cities and counties to be split among multiple congressional districts under the measure's new maps and diminishing their voice in Congress; and,

WHEREAS, the City Council of the City of Fountain Valley recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and,

WHEREAS, the City Council of the City of Fountain Valley believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fountain Valley, California, hereby adopts an official position of opposition to Proposition 50 on the November 2025 ballot.

PASSED, APPROVED AND ADOPTED at a regular meeting held on the 7th day of October 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Ted Bui, Mayor

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:
Harper & Burns, LLP



Attorneys for the City