



# FINANCE COMMITTEE AGENDA

**Tuesday, September 8, 2020**  
**8:30 AM**

Executive Conference Room, Level Three  
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

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**MEMBERS:** Mayor Marty Simonoff and Council Member Cecilia Hupp  
**ALTERNATE:** Council Member Christine Marick

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on September 8, 2020 at 8:30 a.m. via Zoom and the public is welcome to participate. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or [arlenem@cityofbrea.net](mailto:arlenem@cityofbrea.net) no later than 12:00 p.m. on Monday, September 7, 2020 to obtain the Zoom Meeting ID number and password. Please note City administrative offices will be closed Friday, September 4, as part of the alternate Friday closure schedule and on Monday, September 7, in observance of Labor Day. Participants will be muted until recognized at the appropriate time by the Committee. To provide comments in person, the Executive Conference Room will be open to a limited number of members of the public in observance of social distancing guidelines. Masks are required. Written comments may be sent to the Administrative Services Department at [arlenem@cityofbrea.net](mailto:arlenem@cityofbrea.net) no later than 12:00 p.m. on Monday, September 7, 2020. Any comments received via email will be summarized aloud into the record at the meeting.

The agenda packet can be viewed on the City of Brea website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821 during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

## CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

## CONSENT

2. **Action Minutes for August 11, 2020 Meeting** - Approve.

## DISCUSSION

3. **All City Management Services, Inc. Amended Agreement (School Crossing Guards)** - Approve the first amended agreement with All City Management Services, Inc. for crossing guard services in the not-to-exceed amount of \$67,189.50 through July 31, 2021.
4. **Schedule Next Meeting:** September 29, 2020

**NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.**

cc: Mayor Pro Tem Steven Vargas  
Council Member Glenn Parker

**Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

***NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.***

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 09/08/2020  
**SUBJECT:** Action Minutes for August 11, 2020 Meeting

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**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager  
Prepared by: Faith Madrazo

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**Attachments**

08-11-2020 Minutes

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## FINANCE COMMITTEE MINUTES

**Tuesday, August 11, 2020  
8:30 AM**

**Zoom Webinar ID: 981 6668 2175  
Passcode: 714990**

This meeting was conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting was held on August 11, 2020 at 8:30 a.m. via Zoom Webinar and the public was welcome to participate. Comments could be provided by teleconferencing platform by using the following link:

<https://zoom.us/j/98166682175?pwd=aTFXWXVCeXA1LzJlelJVMmVSOg1Gdz09> Webinar ID: 981 6668 2175, Passcode: 714990. Teleconference participants were muted until recognized at the appropriate time by the Committee. Written comments were to be sent to the Administrative Services Department at [arlenem@cityofbrea.net](mailto:arlenem@cityofbrea.net) no later than 12:00 p.m. on Monday, August 10, 2020. Any comments received via email were summarized aloud into the record at the meeting. The agenda packet was available on the City of Brea website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet were available via USPS with proper notice by calling (714) 990-7676.

Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet were available for public inspection in the 3rd floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents were available on the City's website subject to staff's ability to post documents before the meeting.

### CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Adam Loeser, Cindy Russell, Bill Bowlus, Michael Ho, Randy Hornsby, Faith Madrazo, Sean Matlock, Chris Nigg, Jenn Colacion, Rudy Correa, Melissa Davis and Joel Valencia.

OTHER ATTENDEES: James Fabian (Fieldman, Rolapp & Associates, Inc.)

1. **Matters from the Audience - None**

### CONSENT

2. **Action Minutes for June 30, 2020 Meeting - Approved**

## DISCUSSION

3. **Professional Services Agreement with AP Triton Consulting, LLC to Assist Brea and Fullerton Fire Departments with an Emergency Medical Services System Valuation Study and Recruitment of Emergency Ambulance Transport Service and Billing Subcontractors** - Accept the proposal and authorize the City Manager to execute an agreement with AP Triton Consulting, LLC (AP Triton); Authorize the City Manager to enter into an Agreement with the City of Fullerton; and, Increase General Fund Estimated Revenues. – *Finance Committee members requested that this item not be discussed and forwarded to City Council as a Study Session Item.*
4. **Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2020-21** - Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$375,000 for various City vehicles and equipment as described in the Annual Vehicle Replacement Plan for Fiscal Year 2020-21. – *Recommended for City Council Approval*
5. **Reimbursement Agreement with Western Golf Properties (WGP) for Brea Creek Golf and Birch Hills Golf Courses** - Approve reimbursement agreement with Western Golf Properties. – *Recommended for City Council Approval*
6. **Amendment No. 1 with PeopleSpace for Civic & Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955)** - Approve Amendment No. 1 with PeopleSpace; and Authorize City Engineer to approve change orders up to 5% of the not-to-exceed amount.- *Finance Committee members expressed their concern of certain line items that might be overpriced and requested Staff to reach out to vendor or research similar type items that could be purchased elsewhere - Recommended for City Council Approval*
7. **Authorization for the Issuance of the 2020 Water Revenue Refunding Bonds** - Recommend that the City Council adopt a resolution authorizing the Refunding of the 2014 Water Revenue Bonds. – *Recommended for City Council Approval*
8. **Software/Hardware Maintenance Support and Online Subscription Service Agreements** - Authorize the Purchasing Agent to approve renewal agreements with various support services providers; and Authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations. – *Recommended for City Council Approval*

9. **Purchasing Activity Under Special City Council Authorization for Quarter Ending June 30, 2020** - *Receive and file.*

10. **Schedule Next Meeting:** August 25, 2020

**Meeting adjourned:** 8:41 a.m.

cc: Mayor Pro Tem Steven Vargas  
Council Member Glenn Par

## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 09/08/2020

**SUBJECT:** All City Management Services, Inc. Amended Agreement (School Crossing Guards)

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### **RECOMMENDATION**

Approve the first amended agreement with All City Management Services, Inc. for crossing guard services in the not-to-exceed amount of \$67,189.50 through July 31, 2021.

### **BACKGROUND/DISCUSSION**

Currently, the City of Brea has contracts with All City Management Services, Inc. (All City) to provide crossing guard services at various school crossing locations throughout the City. All City is required to recruit, hire, train, and manage employees; conduct background checks and drug screenings; provide equipment and gear; and furnish regular staffing reports to the Brea Police Department. This contract provides up to 3,150 hours of crossing guard services each year. The City is obligated to pay only for the actual hours worked.

The current agreement began September 2, 1998 and had grown from 1,710 hours to 3,150 hours per year and \$18,793 to \$67,189.50 per year (\$21.33 an hour) due to increased hours and increased wages. After reviewing the current contract and service requirements, staff determined that a new request for proposal (RFP) was needed. Due to the impact of COVID-19 on whether school would be in session full-time, part-time, or not at all and the subsequent effect on the number of hours, it was decided that a postponement was in order until next fiscal year. In the meantime, staff negotiated an amended agreement, which included a new term date of July 31, 2021, new hourly rates, and updated insurance and background check requirements to better protect the City and the school children. In addition, All City had intended to raise their hourly rate of pay for this fiscal year; however, negotiations to hold it to its current hourly rate were successful.

Sometime shortly after the new calendar year begins, the Brea PD intends to issue a new RFP seeking proposals from qualified service providers who can provide the best value and service to the City. Factors will include the firm's qualifications; responsiveness and thoroughness of their proposal; training programs; implementation plan; experience of key personnel and experience working with other public agencies; client references and proposed pricing. After receipt of proposals. and upon completion of all steps in the evaluation process, staff will present an award recommendation to the City Council for its review and consideration.

### **SUMMARY/FISCAL IMPACT**

The Fiscal Year 2020-21 budget has sufficient funding available in the Police Department's Traffic account (110-21-2132-4249).

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: David Dickinson, Police Captain

Concurrence: Adam Hawley, Acting Police Chief

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**Attachments**

Agreement

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### **FIRST AMENDED SERVICES AGREEMENT**

This First Amended Services Agreement is made and entered into this 2nd day of September 2020, between the CITY OF BREA, a Municipal Corporation (hereinafter referred to as "CITY") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter referred to as "CONTRACTOR").

**A. Recitals.**

- (i) The Parties entered into the initial Services Agreement on September 2, 1998.
- (ii) The Parties desire to further amend said Agreement in its entirety through this First Amended Services Agreement.

NOW, THEREFORE, it is agreed by and between CITY and CONTRACTOR as follows:

**B. Agreement.**

1. CONTRACTOR agrees as follows:

- (a) CONTRACTOR shall forthwith undertake and commence performance of crossing guard services in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.
- (b) CONTRACTOR shall supply copies of any and all documents required to be prepared as part of CONTRACTOR's performance pursuant to this Agreement.
- (c) CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.

2. CITY agrees as follows:

- (a) To pay CONTRACTOR such sums as are set forth in Exhibit "B" hereto, which is hereby incorporated by reference, for the performance of the services required hereunder. Such sums shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONTRACTOR.
- (b) Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONTRACTOR's proposal either with respect to hourly rates or lump sum amounts for individual tasks.
- (c) Additional services: Payments for additional services requested, in writing, by CITY, and not set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with

the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

3. CITY agrees to provide to CONTRACTOR:

(a) Information and assistance as set forth in Exhibit "A" hereto or as otherwise agreed upon by the parties.

(b) Assistance, as necessary, in order for CONTRACTOR to perform the services described in Exhibit "A" hereto.

4. Term: This Agreement shall commence on September 2, 2020 and shall expire at the end of the business day on July 31, 2021, unless earlier terminated as provided herein.

5. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR's applicable hourly rates as set forth in Exhibit "B", on a pro-rata basis with respect to the amount of work completed as of the date of termination.

6. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph 6. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

7. Insurance: CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONTRACTOR shall take out and maintain at all time during the term of this Agreement the following policies of insurance:

(a) Compensation Insurance: Before beginning work, CONTRACTOR shall furnish to CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of Section 3700 of Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

(b) For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement

(2) Comprehensive Automobile Liability (occurrence) for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Other required insurance, endorsements or exclusions as required by the request for proposal.

(4) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or

(ii) death; damage;

(iii) \$500,000 (Five Hundred Thousand) for property

(iv) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) Each such policy of insurance required in paragraphs (b)(1) through (b)(2) shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A:VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or OW11ed by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

(e) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the CONTRACTOR; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the CITY. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR under this Agreement.

8. Indemnification: CONTRACTOR shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by CONTRACTOR of any and all legal costs and attorneys' fees (each, a “CLAIM”), in any manner arising out of the acts and/or omissions of CONTRACTOR pursuant to this Agreement, including, but not limited to, all consequential damages, to

the maximum extent permitted by law. Notwithstanding the foregoing, however, in the event that a court or jury determines that liability with respect to any CLAIM was caused or contributed to by the negligent act, error, omission or willful misconduct of the CITY, liability will be apportioned between CONTRACTOR on the one hand and the CITY on the other hand with regard to such Claim based upon the parties' respective degrees of culpability, as determined by the court or jury, and CONTRACTOR's duty to indemnify the CITY, its elected and appointed officials, officers, agents and employees will be limited accordingly.

9. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

10. Independent Contractor: The parties hereto agree that CONTRACTOR and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

11. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Orange, California.

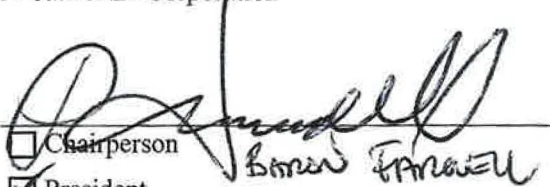
12. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

13. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

**ALL CITY MANAGEMENT SERVICES, INC.**  
A California Corporation

  
☐ Chairperson  
☒ President  
☐ Vice President

  
☒ Secretary  
☐ Asst. Secretary  
☐ Chief Finance Officer  
☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**City of Brea**  
A Municipal Corporation

\_\_\_\_\_  
Marty Simonoff, Mayor

Attest:

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. The City shall have the right to determine the hours and locations when and where guards shall be furnished by the Contractor. The contractor shall notify the City in writing of any changes which may need occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.

2. The Contractor shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.

3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.

4. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties, the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of the Agreement and the laws and codes of the State of California and the City of Brea.

5. The Contractor shall train, schedule, provide, and supervise personnel in accordance with the contract and the rules and regulations of the City of Brea. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.

6. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Brea pertaining to general pedestrian safety and school crossing areas.

7. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Brea are in session.

8. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or the designee.

9. Contractor shall conduct, or within the previous year has conducted, a criminal background check at its own expense on each of its employees engaged in providing services under this Agreement prior to the commencement of such services and at least once a year thereafter prior to the start of each new school year. No Contractor employee shall be eligible to perform services for City if that employee: (i) has ever been convicted of any sex, weapons or violent crime including but not limited to

homicide, attempted homicide, rape, child abuse, child molestation, extortion, terrorism or terrorist threats, kidnapping, human trafficking, pimping or pandering, assault, battery, any felony involving harm or a threat of harm to another person; or (ii) is a registered narcotics offender (H&SC s11590); or (iii) is a registered sex offender (Penal Code s290).

End of Exhibit A



**EXHIBIT B**  
**COMPENSATION**

The CITY agrees to pay the CONTRACTOR (All City Management Services, Inc.) for the services rendered pursuant to the Agreement the sum of \$21.33 per hour of guard services provided. It is understood and agreed that the cost for providing 3,150 hours of services shall not exceed \$67,189.50.

End of Exhibit B