



FINANCE COMMITTEE AGENDA

Tuesday, November 10, 2020
8:30 AM

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

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 November 10, 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 no later than 12:00 p.m. on Monday, November 9, 2020 to obtain the Zoom Meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, November 9, 2020. Any comments received via email will be summarized aloud into the record at the meeting. 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.

The Finance Committee 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. **October 13, 2020 Finance Committee Regular Meeting Minutes - Approve.**

DISCUSSION

3. **Five-Year Renewal Agreement for Accela Land Use Management Permitting Software** - Authorize and approve a five-year renewal for a professional services agreement (PSA) with Accela Inc. for a Land Use Management software system for Community Development, Public Works, and Fire.
4. **Award Contract to Orkin for Pest Control Services at Various City Facilities** - Award contract to Orkin in the amount of \$35,930 for pest control services at various City facilities; and Authorize City Manager to approve contract extensions.

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

5. **Tiller Reserve Unit Repairs** - Ratify the expenditure of \$51,930.32 for Tiller Reserve Unit repairs to be funded from the Equipment and Vehicle Maintenance Fund (Fund 480) reserves.
6. **Amendment No. 3 to Professional Services Agreement with Parsons Transportation Group, Inc. for Construction Support Services for the SR-57 & Lambert Road Interchange Improvements, CIP 7251** - Approve Amendment No. 3 to Professional Services Agreement with Parsons Transportation Group, Inc.
7. **Lambert Road and Puente Street Intersection Improvement Project, CIP 7276** - Approve revised scope-of-work for Lambert Road and Puente Street Intersection Improvement Project, CIP 7276.
8. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2020-21** - Adopt the resolutions appropriating funds to adjust the Fiscal Year 2020-21 City Operating and Capital Improvement Program Budgets.
9. **Schedule Next Meeting: November 24, 2020**

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)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 11/10/2020
SUBJECT: October 13, 2020 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Sr. Fiscal Analyst

Attachments

10-13-2020 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, October 13, 2020

8:30 AM

Executive Conference Room, Level Three
and Via Zoom Meeting

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Cindy Russell, Tony Olmos, Bill Bowlus, Rudy Correa, Michael Ho, Faith Madrazo, Chris Nigg, Alicia Brenner, Jenn Colacion, Warren Coleman, Raymond Contreras and Brian Ingallinera

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

CONSENT

2. **September 29, 2020 Finance Committee Regular Meeting Minutes** – *Approved.*

DISCUSSION

3. **Additional Appropriation for Alley Rehabilitation Projects (Project Nos. 7319, 7320, 7321)**
- *Recommended for City Council approval.*
4. **Adopt Resolution Authorizing Submission of an Application to OCTA For Competitive M2 Funding under the Comprehensive Transportation Funding Program** - *Recommended for City Council approval.*
5. **Access Easement Agreements Between Santa 365, LLC & Antoine R. Gadpaille, Trustee of The David W. Ensminger Revocable Living Trust** - *Recommended for City Council approval.*
6. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2019-20** - *Recommended for City Council approval.*
7. **Purchasing Activity Under Special City Council Authorization for Quarter Ending September 30, 2020** – *Receive and file.*
8. **Schedule Next Meeting:** October 27, 2020

Meeting adjourned: 8:31 AM

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/10/2020

SUBJECT: Five-Year Renewal Agreement for Accela Land Use Management Permitting Software

RECOMMENDATION

Authorize and approve a five-year renewal for a professional services agreement (PSA) with Accela Inc. for continued use of a Land Use Management software system in the amounts set forth for the respective fiscal years: \$57,947.40 in 2020-21, 2021-22, and 2022-23, \$59,685.82 in 2023-24, and \$61,476.40 in 2024-2025, totaling \$295,004.42.

BACKGROUND/DISCUSSION

Accela is a Land Use Management software system that provides a cloud-based platform for permitting solutions. Accela Inc. is a California company based out of San Ramon and has been an industry leader in designing and delivering government software solutions to improve efficiency, increase citizen engagement and enable the development of thriving communities for over 20 years. In 2017, the City of Brea contracted with Accela Inc. to develop and implement a software system that could be accessed by Planning Division, Building and Safety Division, Public Works Engineering Division, and Fire Prevention Division in an effort to streamline the development review and plan check process.

In 2017, the Finance Committee recommended and City Council approved a PSA with a three-year trial term. The Accela system has since been developed, customized, and had its "go live" within each Division in October 2020. Due to some unforeseen circumstances, the customization of the Accela system experienced some delays due to a computer server virus in 2019, the COVID-19 pandemic as well as Brea's unique work flow and the integration of the new financial systems. Now that it is in implementation mode, Development staff in each division has welcomed the newly implemented system and has already experienced some efficiencies. Staff is now working on fully implementing the historic records while creating new records in order to automate the permit work flow. We are confident that the system will bring the improvements to the work flow and enhance our customer's experience.

Staff is requesting to renew the agreement for a five-year period to continue the move towards a government software solution that facilitates development in Brea. Accela is a subscription-based system and is currently covering 22 Brea users. Brea staff has negotiated a five-year contract with Accela resulting in an overall cost savings and an increase of user accounts. The first three years will result in a zero percent (0%) subscription increase followed by a three percent (3%) annual increase the following two years. The contract fees are as shown below:

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access – Subscription Population	11/15/2020	11/14/2021	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform – Subscription User	11/15/2020	11/14/2021	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 2	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access – Subscription Population	11/15/2021	11/14/2022	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform – Subscription User	11/15/2021	11/14/2022	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 3	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access – Subscription Population	11/15/2022	11/14/2023	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform – Subscription User	11/15/2022	11/14/2023	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 4	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access – Subscription Population	11/15/2023	11/14/2024	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform – Subscription User	11/15/2023	11/14/2024	12	\$2,712.99	22.00	\$59,685.82
					Total	\$59,685.82

Services Year 5	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access – Subscription Population	11/15/2024	11/14/2025	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform – Subscription User	11/15/2024	11/14/2025	12	\$2,794.38	22.00	\$61,476.40
					Total	\$61,476.40

The proposed annual subscription cost will be offset by our permitting customers through an established technology fee. The annual technology fee account was estimated to generate a revenue ranging between \$50,000 - \$70,000 and was anticipated to be sufficient to cover the subscription cost including scheduled increases and enhancements. Due to larger project submittals in Fiscal Year 2019-20, the actual technology revenue generated was \$125,912 which will be sufficient to cover the annual cost and enhancements.

SUMMARY/FISCAL IMPACT

The Accela Inc. renewal contract amounts are included in the annual budgets for Community Development under the Building & Safety Division. Staff will follow the budget proposal process on an annual basis. As previously stated, it has long been a practice in Brea to have the customer pay for the services provided and this approach is continued by offsetting the subscription costs with the technology fee assessed at permit issuance. There is no anticipated fiscal impact to the General Fund due to continued offset from development technology fees. The five-year PSA contract cost totals \$295,004.12. This fee will be programmed in as an annual subscription fee per attached fee schedule.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Gabriel Linares, Community Development Deputy Director and Building & Safety Manager

Concurrence: Tracy Steinkruger, Community Development Director

Attachments

Service agreement

Fee Schedule



ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS

- 1.1. "**Accela Systems**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2. "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3. "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- 1.4. "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. A description of the current Consulting Services Description & Policy is available at www.accela.com/terms.
- 1.5. "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.6. "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.7. "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.8. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.9. "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.10. "**Service Availability Policy**" means the service availability and security policies located at www.accela.com/terms.
- 1.11. "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.
- 1.12. "**Software**" means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.
- 1.13. "**Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy located at www.accela.com/terms.
- 1.14. "**Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS

- 2.1. Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.
- 2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support



Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Accela's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS

3.1. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 30 from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller



and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA

5.1. Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2. Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela:

(i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3. Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-



INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. **Cannabis-Related Activities.** If Customers purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis- related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. INDEMNIFICATION. Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. SECURITY

Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or



communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. THIRD PARTY SERVICES

Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services (“**Third Party Services**”) and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela’s service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

11. TERM AND TERMINATION

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days’ notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer’s right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty

(30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer’s or any Authorized User’s access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer’s payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days’ notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4. Termination for Non-Appropriations of Funds. Notwithstanding the above, Customer may terminate this Agreement for non-appropriation of funds at any annual anniversary date of the Effective Date. In the event of termination of this Agreement under this paragraph, Contractor shall be paid Contractor’s fees up to the date of termination.

11.5. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer’s final Subscription Period, upon Customer’s request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela’s then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and

(iii) Accela’s obligation to provide any further services to Customer under this Agreement will immediately terminate, except mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela’s current DataStorage Policy can be accessed www.accela.com/terms/.

11.6. Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.



12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

ACCELA, INC.

CUSTOMER: BREA, CA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Becky O'Brien
Contact Phone: (925) 359-3334
Contact Email: robrien@accela.com
Quote ID: Q-20453
Valid Through: 11/06/2020
Currency: USD

RENEWAL ORDER FORM

Address Information

Bill To:

City of Brea
1 Civic Center Circle
Brea, California 92821
United States

Ship To:

City of Brea
1 Civic Center Circle
Brea, California 92821
United States

Billing Contact: Gabriel Linares
Billing Phone: 7149907769
Billing Email: gabriell@ci.brea.ca.us

Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2020	11/14/2021	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2020	11/14/2021	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2021	11/14/2022	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2021	11/14/2022	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2022	11/14/2023	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2022	11/14/2023	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2023	11/14/2024	12.00	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2023	11/14/2024	12.00	\$2,712.99	22.00	59,685.82
					Total	\$59,685.52

Services Year 5	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2024	11/14/2025	12.00	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2024	11/14/2025	12.00	\$2,794.38	22.00	\$61,476.40
					Total	\$61,476.40

Renewal Terms / Information

General Information

Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: www.accela.com/terms .
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Order Terms

Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> Software Licenses & Subscriptions start on the date of delivery by Accela; Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. Any Software Licenses or Hardware are one-time, non-refundable purchases. Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form.</p> <ul style="list-style-type: none"> In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms		
Currency	USD	
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.	
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it must be provided to the right and Customer must provide copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	PO#

Accela	Customer
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Its: _____ (Title)	Its: _____ (Title)
Dated: _____ (Month, Day, Year)	Dated: _____ (Month, Day, Year)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/10/2020

SUBJECT: Award Contract to Orkin for Pest Control Services at Various City Facilities

RECOMMENDATION

1. Award contract to Orkin in the amount of \$35,930 for pest control services at various City facilities; and
2. Authorize City Manager to approve contract extensions

BACKGROUND/DISCUSSION

Public Works uses pest control services at City facilities, reservoirs, parks and landscape areas. The current contract with Exterminetics was set to expire on June 30, 2020, but was extended for six months pending procurement for a new contract for these services.

Staff received informal bids from Exterminetics, Orkin and Animal Pest Management Services. Of the three informal bids, Orkin was the lowest at \$35,930 over the initial 18-month contract period from January 1, 2021 to June 30, 2022. The contract will have four possible one-year extensions upon the mutual consent of the both parties. Contract services include the treatment of the interior/exterior of buildings for crawling insects and for rodent and squirrel control. Orkin's services and pricing are available through the National Joint Powers Alliance (NJPA) that is now Sourcewell.

SUMMARY/FISCAL IMPACT

The current contract for pest management services was extended for six months past its expiration to explore a new vendor. Orkin's pest control services and pricing are available through a cooperative agreement with Sourcewell. Staff recommends awarding the contract to Orkin in the amount of \$35,930.

Funding is available in Funds 110 and 420 for the services.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Agreement

Approved Insurance

PEST CONTROL AGREEMENT

THIS PEST CONTROL AGREEMENT ("Agreement") is dated November 17, 2020 for reference purposes and is made and entered into, in duplicate, by and between Orkin, LLC, a Delaware limited liability company ("Contractor") and the City of Brea, a California municipal corporation ("City").

RECITALS

A. City selected Contractor's proposal for pest control services at City facilities.

B. City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the performance of pest control services at City facilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK:

A. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of pest control services at the City facilities set forth in the attached Exhibit B. Such work to be performed in accordance with: (i) the specifications set forth in the attached Exhibit A; (ii) Contractor's proposal set forth in the attached Exhibit D; (iii) standards on file in the office of the Director of Public Works; (iv) bid prices hereinafter mentioned; and (v) the instruction of the Director of Public Works. Unless this Agreement is extended or earlier terminated as provided herein, the services shall be performed for the following period ("Base Period"):

January 1, 2021 – June 30, 2022.

B. The prices quoted with the proposal shall be in effect for one and one half (1.5) years, at which time this Agreement will be subject to review. City and Contractor shall have the option of extending the term of this Agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should this Agreement be extended, the contract prices shall be adjusted as set forth in Section 14 below.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:

The aforesaid general provisions, specifications and standards are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of such documents were set forth in full herein. Such documents, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by Contractor whether set out specifically in the contract or not. Should it

be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control. Notwithstanding anything to the contrary, all Termite, Bed Bug and VitalClean™ services (if any) shall require, and be governed by, a separate agreement as different service terms apply to such specialty services.

3. CONTRACTOR'S CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, is performing as a representative of City and shall provide exceptional Customer Care. Any negative contact with City staff, residents/citizens, businesses, visitors or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. City and Contractor may agree in advance to a single person contact, a representative of City or Contractor, for the investigation and response to complaints.

4. INSURANCE: Contractor shall not commence work under this contract 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 its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance: Before beginning work, Contractor shall furnish to the Director of Public Works a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom it 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 contract. 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.

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

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

C. For all operations of 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 Contractor in the performance of this Agreement -- or --:

(2) (Alternative to Commercial General Liability) -- Comprehensive, broad form General Public Liability (occurrence) -- for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

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

(4) [Intentionally deleted.]

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this paragraph C shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

D. Each such policy of insurance required in paragraph C 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 insured 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 owned by the designated additional insured shall be called upon to cover a loss under such 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 insured; 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.

E. Prior to commencing performance under this Agreement, Contractor shall furnish 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 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.

5. LABOR CODE COMPLIANCE: Contractor acknowledges that the services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code requirements set forth in the attached Exhibit C.

6. PERS COMPLIANCE: Contractor acknowledges that City is a local agency member of PERS and has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. In providing its employees and any other personnel to City to perform the services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and those who are retired annuitants. Contractor shall not assign or utilize any of personnel in a manner that will cause City to be in violation of applicable retirement laws and regulations.

7. CONTRACTOR'S LIABILITY:

A. The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to

the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever, but only to the extent arising out of or in connection with the wrongful or negligent performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

B. Contractor will indemnify City against and will hold and save City harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities to the extent arising from the negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

(1) Contractor will defend any action or actions filed in connection with any of such claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

(2) Contractor will promptly pay any judgment rendered against Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and Contractor agrees to save and hold City harmless therefrom.

(3) In the event City is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fee.

C. So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

D. City expressly releases Contractor from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the wrongful or negligent performance of Contractor.

E. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER

PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

8. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of such Code.

9. CONTRACT PRICE AND PAYMENT: Contract Price is valued at **\$35,930** for the Base Term. City shall pay to Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with Contractor's proposal dated **July 27, 2020**.

10. LABOR AND MATERIALS BOND: Prior to commencing work hereunder, the CONTRACTOR shall provide a labor and materials bond in the amount of 100% of the contract price herein. The payment bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

11. CONTRACT RENEWAL NOTIFICATION: Contractor must request, in writing at least thirty (30) days prior to then-applicable expiration date, Contractor's desire to extend this Agreement and Contractor's desire for an adjustment in the rates of compensation as set forth in Section 14 below.

12. NOTICES: All notices required or permitted hereunder shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which such notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:

Orkin, LLC
Attn: Customer Care Dept.
2170 Piedmont Road NE
Atlanta, GA 30324-4135

CITY:

City of Brea
Attn: Public Works Superintendent
Bill Bowlus
45 N. Berry Street
Brea, CA 92821

With a copy to:

Rollins, Inc. — Law Department
2170 Piedmont Road NE
Atlanta, GA 30324-4135
Attn: Asst. General Counsel

13. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Public Works, upon execution of this Agreement, the name of the individual employed by Contractor designated as Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

14. CONTRACT PRICE ADJUSTMENT: During each (12) month extension of the Agreement, if any, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: Notwithstanding the preceding, the fee schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by City's City Council.

15. TERMINATION OR ABANDONMENT: This Agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least sixty (60) days prior to the termination date specified in such notice. Contractor may terminate this agreement only for cause.

16. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

17. CUSTOMER COOPERATION: City agrees to extend all reasonably necessary cooperation to achieve successful pest services, including access to the area(s) to be serviced, appropriate sanitation, necessary structural repairs and corrective measures in order to maintain eligibility for Orkin's Satisfaction Guarantee. City agrees that Contractor may withhold any and all refunds or future service until its recommendations have been completed by City. City is responsible for communicating with all persons in the premises about the treatments and the nature of services offered, and City acknowledges that (i) it has no information about persons present upon the City's

premises who have any medical condition or sensitivity which may be affected by the services provided by Contractor; or (ii) if has any such information, City shall communicate it in writing to Contractor to the extent permitted by law.

18. EXHIBITS: Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

19. ENTIRE AGREEMENT: This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF: the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR: Orkin Services of California, Inc. (a wholly-owned subsidiary of Orkin, LLC)
State of California Contractor's License No.

Date: 10/20/20

By: [Signature] Branch Manager
Signature Title

By: [Signature] Account Manager
Signature Title (two corporate signatures required)

Contractor's Business Phone: 714-914-5013
Emergency phone where Contractor can be reached at any time: _____

CITY OF BREA, CALIFORNIA

By: _____
Marty Simonoff, Mayor

By: _____
Lillian Harris-Neal, City Clerk

Date: _____

EXHIBIT A
City of Brea Pest Control Specifications

Comprehensive Insect Control at City Facilities

Treat interior and exterior of buildings monthly for various insects including cockroaches, common ants, house spiders, beetles, centipedes, slugs, etc. Inspect buildings weekly for covered pests and provide any additional treatments based on inspection results if necessary at no extra cost.**

**Please see Exhibit D for specific pest coverage.

Rodent Control at City Facilities (Rats/mice)

Maintain a supply of weatherproof and tamper-resistant anchored in place rodent bait stations around the exterior of the facility in locations such as fence lines, building perimeters and other areas likely to be attractive to rodents. The stations will be inspected regularly to monitor for rodent activity and to ensure that rodent bait remains fresh and contractor will dispose of any rodent remains. This includes Berry St. Reservoir.

Total of 50 rodent bait stations spread over specified facilities on site list.

Squirrel Control at 4 Parks

Maintain a supply of weatherproof and tamper-resistant anchored in place squirrel bait stations at specific areas in the park where there is high squirrel presence. The stations will be inspected regularly to monitor for squirrel activity and to ensure that squirrel bait remains fresh and contractor will dispose of any squirrel remains.

Total of 9 squirrel bait stations spread over specified parks on site list.

EXHIBIT B
City of Brea Pest Control Locations

Community Center Comprehensive	
Community Center Exterior Rodent Control (3)	695 E Madison
Community Center Playground Comprehensive	
Civic Center Comprehensive	
Civic Center West Parking Lot Exterior Rodent Control (3)	1 Civic Center Circle
Civic Center Underground Parking Rodent Control (3)	
Curtis Theater Comprehensive	
Senior Center Comprehensive	
Senior Center Exterior Rodent Control (3)	500 S. Sievers
Pioneer Hall Comprehensive	
Boy Scout Building City Hall Park Exterior Rodent Control (3)	401 S. Brea
Brea Museum City Hall Park Comprehensive	
Brea Museum City Hall Park Exterior Rodent Control (3)	495 S. Brea Blvd.
City Service Center Berry St. Comprehensive	545 N. Berry
Fire Station #1 Comprehensive	555 N. Berry
Fire Station #2 Comprehensive	200 N. Brea
Fire Station #3 Comprehensive	
Fire Station #3 Exterior Rodent Control (4)	2600 Santa Fe
Fire Station #4 Comprehensive	
Fire Station #4 Exterior Rodent Control (4)	198 Olinda
Olinda Oil Museum Exterior Rodent Control (3)	4025 Santa Fe
Downtown Parking Structure #1 Exterior Rodent Control (3)	
Downtown Parking Structure #1 Comprehensive	101 S. Brea
Downtown Parking Structure #2 Exterior Rodent Control (3)	
Downtown Parking Structure #2 Comprehensive	175 Madrona
Downtown Parking Structure #3 Exterior Rodent Control (4)	
Downtown Parking Structure #3 Comprehensive	235 S. Orange

Arovista Park Squirrel Bait Stations (2)	500 W. Imperial
Tamarack Park Squirrel Bait Stations (3)	520 Tamarack
City Hall Park Squirrel Bait Stations (2)	401 S. Brea
Olinda Ranch Park Squirrel Bait Stations (2)	4055 Carbon Cyn
Berry St. Reservoir Rodent Bait Stations (5)	545 N. Berry
City Service Center Berry St. North Parking Rodent Bait Stations (6)	545 N. Berry

EXHIBIT C
Labor Code Requirements

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter

1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
9. The services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

EXHIBIT D
Proposal

(attached)



COMMERCIAL SERVICES

Integrated Pest Management Program for City of Brea

Chris Pierce
Orkin
Commercial
Services Phone:
714.914.5013
Email: cpierce@orkin.com

Orkin is a proud collaborator with



Table of Contents

Executive Summary	18
Orkin: The Nation's Best Service Company.....	20
Our A.I.M. Approach to Pest Prevention.....	22
Partnership Roles & Responsibilities.....	24
Standards of Performance	25
Service Documentation	30
Quality Assurance	31
Orkin's Triple Guarantee	34
Service Quote	36

Executive Summary

Pests are more than a nuisance – they can threaten public health, damage your company's professional reputation and even halt operations. Orkin Commercial Services understands your strict need for highly effective *and* environmentally responsible pest control. While other pest control companies may only respond to problems, we take a proactive approach to help keep pests out. That's why we partner with our clients to tailor Integrated Pest Management programs that target the specific needs of their facilities.

Here's a summary of our proposed program, which can help you achieve pest management excellence:

Service: Interior and exterior* pest management in accordance with the principles of Integrated Pest Management (IPM).

Service Frequency: Monthly

Pest Coverage: Rats, mice, cockroaches, ants and occasional invaders (e.g., beetles, centipedes, slugs). Coverage excludes: flies, fire ants, pharaoh ants, carpenter ants, birds, bed bugs, termites and fumigation treatments. (Excluded pests can be serviced under separate contracts with unique guarantees and service protocols.)

Documentation: Written reports and recommendations will be provided and reviewed with the designated facility representative following each regular service visit. Additional copies will be filed at your local Orkin branch office.

Quality Assurance: Orkin's IPM program is backed by our Quality Assurance program, which guarantees the service you receive meets Orkin's high quality standards – and your own.

- A follow-up visit by your Orkin Account Manager will be scheduled within 60 days of your initial service.
- Orkin's independent Pest and Termite Control Quality Assurance Department regularly audits the services provided by our branch offices to ensure they meet the Orkin standard.

Emergency Service: Included at no extra charge and guaranteed within 24 hours of your call to Orkin, 365 days per year.

Materials: All forms of monitor boards and product formulations, as required, are included.

Insurance: Orkin Commercial Services is fully insured with personal liability and property damage to a limit of \$10,000,000.

Triple Guarantee:

- 24-Hour Response
- Satisfaction Guarantee
- Reimbursement Guarantee

(See Triple Guarantee section for complete details)

* Exterior coverage extends to property boundaries unless otherwise indicated.

Orkin: The Nation's Best Service Company

Our mission isn't to be the nation's best pest control company. It's to be the nation's best service company. We live this mission every day by delivering the finest quality services and value to our clients.

Setting the Standard for More Than A Century

Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins Inc. (NYSE:ROL). Operating under the Orkin® and Orkin-PCO® trademarks, Orkin serves more than

1.7 million clients through more than 400 branch offices in the United States, Canada, Mexico, Europe, Central America, the Middle East, the Caribbean, Asia and the Mediterranean.

In 1996, Orkin expanded its commercial services to meet the growing demand for pest management professionals trained to service food processing, health care and hospitality facilities. Since that time, Orkin has become known for the best-trained professionals in the industry. Orkin's exclusive commercial training protocol requires all Orkin Commercial Pest Specialists to complete courses from Purdue University and AIB International.

Every year since 2003, *Training* magazine, the training industry's premier publication, has recognized Orkin's training program among its annual "Top 125" organizations that excel in human capital development. The 2003 recognition also included Orkin's selection as one of the magazine's five "Editor's Choice" recipients.

Orkin received additional recognition in 2006 when *Pest Control Magazine* and Syngenta Professional Products awarded Orkin with a Best-In-Class Customer Service Award.

Today, Orkin Commercial Services is trusted by more businesses in North America than any other pest management provider.

Committed to Environmentally Conscious Approaches

By following the latest best practices in Integrated Pest Management (IPM), we help our clients create cleaner and healthier working environments. Nonetheless, we feel a responsibility to help protect the larger environment as well. Orkin prefers using non-chemical approaches to control pests, such as mechanical traps and sealants to prevent pests from entering and infesting your establishment. We also use target-specific treatments that zero in on specific pest problems and help minimize any hazard to people, property or the environment.

Dedicated to our Clients' Industries

To ensure that our service continues to meet our clients' needs and to stay abreast of the trends and issues that affect our clients day in and day out, we get involved in our clients' industries.

Orkin supports a number of organizations through memberships, sponsorships or

educational collaborations, including:

- American Hotel & Lodging Association (AHLA)
- American Society for Healthcare Environmental Services (ASHES)
- Centers for Disease Control and Prevention (CDC)
- Building Owners and Managers Association (BOMA)
- Grocery Manufacturers Association (GMA)
- National Restaurant Association (NRA)



Our A.I.M. Approach to Pest Prevention

Orkin Commercial Services strongly advocates and practices Integrated Pest Management (IPM). IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize any hazard to people, property or the environment.

A.I.M.™: Orkin's Approach to IPM

Effective pest management is a process, not a one-time event. Orkin's Integrated Pest Management (IPM) approach is a **collaborative and ongoing cycle of three critical activities** that help keep pests in their place:

Assess the Situation

There are too many variables to provide pest management solutions without understanding the underlying reasons why pests infest a space in the first place.

We assess through:

- **Comprehensive inspections** to detect any sanitation issues or structural conditions conducive to pest infestations.
- **Identification of active pests** based on evidence found in your facility.
- **Risk evaluation** based on your facility type, evidence of current pest activity, pest pressure in your geography, and any conducive conditions found.

Implement a Customized Solution

Based on ongoing monitoring and situation assessments, your Orkin Commercial Pest Specialist will work with you to develop a customized program that suits your facility's unique needs.

- **Focus on prevention** – We will start with exclusion, sanitation and other non-chemical options.
- **Environmentally conscious approach** – If a product is needed, your Orkin Commercial Pest Specialist will select a formulation and target the applications to do the most good with the least impact on the environment.
- **Sanitation consultation** – If needed, your Orkin Commercial Pest Specialist will consult with you to make sure your cleaning efforts make a real impact on potential pest "hot spots."

Monitor, Document and Communicate

- **Monitoring** – During regular service inspections, your Orkin Commercial Pest Specialist will monitor for signs of pest activity, look for elements that might attract pests in the future and generally make sure your program is working.

- **Documentation and Communication** – After each service, your Orkin Commercial Pest Specialist will provide a written service report that documents all services performed, pest activity, action plans to correct any pest issues, and any structural and sanitation recommendations.

Partnership Roles & Responsibilities

Orkin knows from experience that the most successful IPM programs are true partnerships between our Commercial Pest Specialists and our clients' management and staffs. By working together to fulfill the roles and responsibilities outlined below, we can make your Orkin IPM program as effective as possible day in and day out.

Orkin Commercial Services

1. Provide service to your property a minimum of four times per month. In the unlikely event that additional services are necessary between regular visits, they will be provided at no additional cost.
2. Perform a comprehensive inspection during each scheduled visit and determine appropriate treatment methods.
3. Provide a written Service Report after each regular visit, which will describe any deficiencies in housekeeping, maintenance or sanitation that could promote pest problems. Recommendations will be made for correcting these deficiencies and submitted to you.
4. If necessary, carefully select and apply least-hazardous pesticide formulations in accordance with federal, state and local regulations and label instructions. Copies of product labels and Safety Data Sheets (SDS) will be housed on-site for your reference.
5. Your Orkin Account Manager will visit your facility within 60 days of your initial service to review your IPM program and ensure it meets your expectations.

City of Brea

1. Make the premises available for service at the specified time and ensure that all areas are accessible for inspection and treatment.
2. Prepare your premises for service according to the agreed upon conditions to ensure protection of your property from contamination.
3. Promptly correct deficiencies noted on the written reports provided by your Orkin Commercial Pest Specialist. This is critical to ensure the integrity of your IPM program.
4. Train your employees to conduct routine cleaning processes that do not disturb, remove or contaminate the control methods placed by your Orkin Commercial Pest Specialist (or, Orkin can provide training to your staff upon request).
5. Designate one or two employees to report all pest sightings in a logbook for your Orkin Commercial Pest Specialist to review during each visit.

Standards of Performance

To effectively prevent and manage pests at your establishment, your Orkin Commercial Pest Specialist will adhere to the Standards of Performance outlined below as part of your IPM program.

1. METHODS OF CONTROL

A. Non-Chemical Techniques

1. **Glue boards/sticky traps** of varying types may be used to trap crawling insects and rodents for the dual purpose of monitoring and control. They will be positioned in areas most likely to be frequented by pests, yet placed so as not to interfere with operations. All placements will be recorded on a detailed site diagram.
2. **Pheromone traps** may be deployed as needed and as defined by the scope of service agreement to monitor insect populations.
3. **Mechanical traps** of various types may be used as needed to monitor and/or control rodents. Each station will be mapped on a site diagram.
4. **Ultra-violet light traps** (if required) may be used to trap and monitor various flying insects. These traps will be checked regularly and serviced as needed according to the scope of service agreement.
5. **Vacuums** may be used as needed to remove insects and any debris that might serve as an insect food source.
6. **Foam sealant or caulking** may be used to close openings that can be used by pests, either as harborages or entry points.

B. Chemical Techniques

1. **Pesticides**, if needed, will be applied in accordance with individual product label instructions and only when non-chemical methods have been ineffective or are inappropriate. Materials will be selected from a list of preferred products offered by Orkin or from a facility-approved list developed in consultation with Orkin. Copies of product labels and MSDS will be provided.
2. **Rodent/Squirrel baits** will be used in enclosed bait stations on exterior locations of the facility, such as the building perimeter and fence line.

Bait stations in all exterior locations and other areas that are accessible to children, pets or non-target wildlife will be of a tamper-resistant variety.

2. SERVICE PROCEDURES

A. Exterior Locations

1. Insect and Crawling-Pest Control

As part of Orkin's Perimeter Defense System, baits or seasonal residual insecticide applications will be made as needed in specific, targeted areas around the immediate exterior of the facility. These areas might include door frames, window frames, exhaust fan ports, loading docks and foundation walls. Care will be exercised to prevent drift of materials into the facility or landing on surfaces, such as door thresholds, that might allow them to be picked up on shoes or wheels of equipment and be transported inside the facility. The Perimeter Defense System also will include the use of exclusion techniques. Orkin always considers appropriate non-chemical methods of control before utilizing chemical options.

2. Rodent Control

Orkin will install and maintain a supply of weatherproof and tamper-resistant rodent bait stations around the exterior of the facility in locations such as fence lines, building perimeters and other areas likely to be attractive to rodents. The bait stations will be anchored in place. Each bait station will be serially numbered to correspond with a site diagram that notes its location. The stations will be inspected regularly to monitor for rodent activity and to ensure that rodent bait remains fresh. Orkin will dispose of any rodent remains – client staff should not attempt to remove or disturb bait stations or their contents.

B. Interior Locations

1. Insect and Crawling-Pest Control

The primary control measures on the interior of your facility will be visual inspections and monitoring devices. During each service visit, your Orkin Commercial Pest Specialist will inspect for conditions conducive to pest infestations and report any needed repairs or maintenance and sanitation issues.

To monitor pest activity, glue traps may be used on floor areas where crawling pests are likely to frequent, and pheromone traps may be used for insects. All traps will be inspected Four times per month and the information kept on an accumulative log sheet to show increases in numbers of

insects trapped. The results of the trap catches and visual inspections will largely determine what course of action is necessary to prevent an infestation.

Control measures may include physical removal of pests and infested materials, sealing cracks and crevices, and bait application. In the event that baiting and trapping fail to achieve an acceptable level of control,

Orkin may use other measures (*identified in Sections 1A and 1B above*) as needed in specific, targeted areas within the facility.

2. Rodent Control

A combination of single-catch and multiple-catch mechanical traps may be placed in areas most likely to be used as runways by rodents, serving as a monitoring and control measure. Your Orkin Commercial Pest Specialist will determine the types of traps used based on an inspection of your facility. Baits will not be used in public areas inside the facility.

Rodent devices may be placed along walls or in other areas that rodents might use as runways. All such rodent devices will be serially numbered, mapped on a building site diagram and maintained regularly. Orkin will dispose of any captured rodents or rodent remains – client staff should not attempt to remove or disturb trap contents. Traps must remain accessible for service by Orkin at all times.

In the event that baiting and trapping fail to achieve an acceptable level of control, Orkin may use other measures (*identified in Sections 1A and 1B above*) as needed in specific, targeted areas within the facility.

Service Documentation

One of the most important elements of an IPM program is comprehensive documentation. We document all services provided by Orkin's Commercial Pest Specialist, operations management, support staff and Quality Assurance professionals. Service documentation is housed on-site at your establishment, with copies kept at your local Orkin branch office.

Orkin's IPM service documentation includes the following:

- A. **Scope of Service:** Outlines the specifics of your Orkin service plan. Please see Exhibit "A".
- B. **Site Diagram:** All pest control devices are numbered and indicated on the site diagram.
- C. **Pest Monitoring Log:** It is essential to designate one or two employees to report all pest sightings in the Pest Sighting Log to indicate what pests were seen in between service visits and where the pests were located. (See *Partnership Roles and Responsibilities Section*)
- D. **Inspection Reports:** Details areas inspected, problems found and corrective recommendations, i.e., what you and Orkin need to do to fix the problem.
- E. **Service Reports:** A Service Report will be completed at the end of every service. Pest activity and action plans to correct any pest problems will be documented, as well as structural and sanitation recommendations.
- F. **SDS/Labels:** Safety Data Sheets, or labels, provide details about materials used in compliance with state and federal regulations and quality audits.
- G. **Insurance/Licenses:** Orkin's insurance information as well as relevant licenses or certifications that verify your Orkin Commercial Pest Specialist's qualifications and certifications to perform pest control.
- H. **Contacts:** Provides all pertinent contact information at your establishment, including client requirements and service date and time, should your Orkin Commercial Pest Specialist need assistance or to communicate any problems in case of emergency.



Quality Assurance

We back our IPM service offering with Orkin's Quality Assurance program, which guarantees your pest management service meets Orkin's high quality standards – and your own.

A follow-up visit by your Orkin Account Manager will be scheduled within 60 days of your initial service to review your IPM program. All findings will be documented and discussed with your designated facility representative.

ISO 9001:2000-Certified Corporate Compliance Audits

Orkin employs a National Quality Assurance Team, which utilizes an ISO 9001:2000 certified review process to ensure your complete satisfaction. Close monitoring by the ISO Certification Process reinforces Orkin's documented quality management processes and strict regulatory compliance. (Orkin's audit process is certified to be in conformance with ISO 9001.)

Orkin also has an independent Pest and Termite Control Quality Assurance Department that regularly audits the services provided by our branch offices to ensure they meet the Orkin standard. These audits include:

- On-site Safety & Regulatory Review
- Vehicle Safety Inspections
- Service Equipment Inspections
- Administrative Review
- Personnel Training Requirements
- Client On-site Service Inspections
- Service Standard Adherence (Orkin, AIB International, FDA, USDA, etc.)





In addition to benefiting from our comprehensive IPM documentation system, as a PowerTrak™ client you will receive customized reporting for all the pest management information you need, when you need it. Your Orkin Commercial Pest Specialist will use PowerTrak™, our handheld electronic documentation device, to accurately collect all data in your facility using a proprietary barcode system. As part of our online reporting system, you will have access to a central database to review your reports.



POWERTRAK

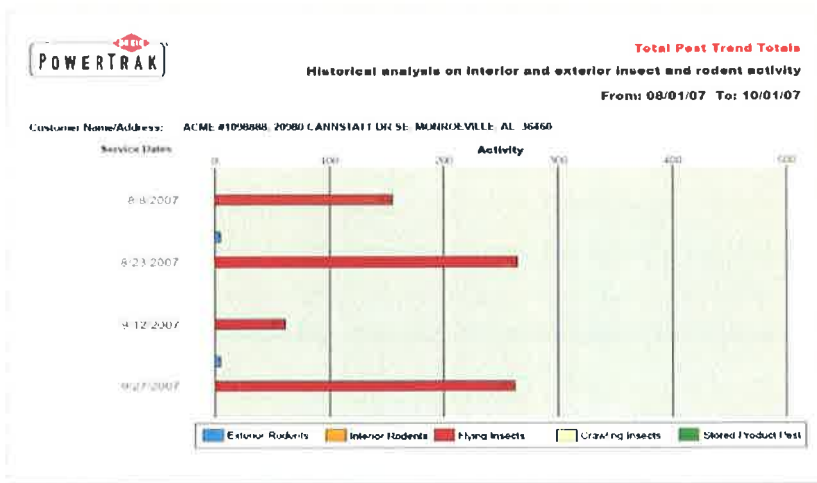
Pesticide Usage Log
Detail of all pesticides that were used during services
From: 08/01/07 To: 10/01/07

Customer Name/Address: ACME #9297 12612 EOUT ST FOUNE AL 31817

Pesticide: Final All Weather Dble Disinfectant 0.17%

Date(s) Treated	Treat Name	System	Pest	Method	Formulation	Qty Used	Unit of Measure	Lot #	Applicator	License #
8/12/2007	Final All Weather Dble Disinfectant	0001	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0002	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0003	Non-Av. Dis.	Fall Placement	50.0 D	2	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0004	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0005	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0006	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0007	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0008	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0009	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000
8/12/2007	Final All Weather Dble Disinfectant	0010	Non-Av. Dis.	Fall Placement	50.0 D	1	EACH	9086	JENN GREEN	37000

Page 1



Orkin's Triple Guarantee

The value of our service is measured by your complete satisfaction. Choosing Orkin is a statement that your quality standards are high and ~~that~~ you demand nothing but the very best service from your suppliers. Your satisfaction is our promise.

24-Hour Response Guarantee

When you see a pest, you need service right away. Orkin makes it easy with a direct priority line to our national customer service department and to your local office where your request will be responded to within 24 hours, 365 days per year.

Satisfaction Guarantee

Total satisfaction or you don't pay. If, during your regularly scheduled service visits you are not completely satisfied with results, Orkin will provide repeat service to your satisfaction or refund your last monthly payment. If, after 60 days of service, you are dissatisfied with Orkin and decide to cancel, Orkin will pay the reasonable cost of an initial service by another pest control operator of your choice.

Reimbursement Guarantee

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for any fines paid, up to \$50,000.*

* Your account must be current, under contract over 60 days, and your business must be compliant with sanitation and structural requests as noted on Orkin Service Reports.

Service Quote

Orkin Commercial Services will design, implement and maintain an Integrated Pest Management program for City of Brea for the following investment:

Insect Pest Management & Rodent Control initial month¹\$2015.00

Insect & Rodent Control (Monthly).....\$1995.00

Orkin provides additional services that are not included in this scope of service, such as:

- AutoClean restroom care
- AutoFlush restroom care
- AutoFresh restroom care
- Bed bug program
- Bird control (baiting, netting, exclusion)
- Fly control (service, fly light rental)
- Orkin OE-30™ cleaning solution
- ULV treatments
- Weed control
- Wildlife control (groundhogs, skunks, etc.)
- Commercial Termite Service



EXHIBIT "A"

SCOPE OF SERVICE



2020 Orkin Pest Coverage



Pest	Covered
ANTS	Excluding Carpenter, Fire, Pharaoh and Tawny Crazy Ants
BEES	Nests will be knocked down up to 8 feet high on contracted buildings; if lift equipment is needed, or the nest belongs to Honey Bees or other protected species, there will be additional cost to cure. If additional services are needed, there will be additional costs to cure.
BIRDS	Nests will be knocked down up to 8 feet high, provided the nest does not belong to a protected species; if other control methods such as Spikes, Netting, Hot Foot, Window Slides, cost to cure; Trapping/Relocation or Eagle Eyes are needed, there will be additional cost to cure
COCKROACHES	
FLIES	Actizyme in drains, if needed
OCCASIONAL INVADERS	Centipedes, Crickets, Earwigs, Ground Beetles, Millipedes and Pillbugs;
RODENTS	Rats and Mice
SPIDERS	Excluding Black and Brown Widow and Brown Recluse
STORED PRODUCT PESTS	included provided the infestation is local & can be treated by sanitation, vacuuming & pheromone traps; if infestation is widespread & fumigation and/or fogging is necessary, there will be additional costs to cure
TERMITE INSPECTIONS	Orkin will provide annual termite inspections for contracted buildings; if termite activity is found, there will be additional cost to cure
Pest	Additional Cost to Cure
BED BUGS	\$100.00/hour + Materials
BIRD CONTROL	TBD BY Method of Control. Spikes, Netting, Wire, Hot Foot, Eagle Eyes or Trapping/Relocation
FIRE ANTS	\$35.00 mound or \$450.00/acre
FLEAS	\$125.00 Up to 250 square feet; if a larger area is infested, there will be additional costs to cure
MOSQUITOS	\$100.00/hour + Materials
TERMITE CONTROL	\$7.00 per treatment specification/per lineal ft.; Minimum \$450.00
WILDLIFE SERVICES	\$265.00 to set trap; \$65.00/day to check; should transport to rescue or shelter be required, there will be additional costs to cure
WOOD DESTROYING	TBD by type of infestation and method of treatment

Emergency Response:

Orkin will respond verbally within 2 hours and be back on property within 8 hours.

Non-Emergency Response:

Orkin will respond verbally within 2 hours and be back on property within 24 hours.

Toll Free 24x7x365 Orkin Customer Care # 866-376-0024

NOTE: Notwithstanding anything to the contrary, all Termite, Bed Bug and VitalClean™ services (if any) shall require, and be governed by, a separate agreement as different service terms apply to such specialty services.



EXHIBIT "A"

SCOPE OF SERVICE



2020 Orkin Pest Coverage

Orkin is proposing general pest control services for the pests listed above for all locations.

Orkin will provide a Pest Site Log to include Branch License(s), Technician Certifications, Product SDS/Labels, Certificate of Insurance, Inspection Graphs and Log pages to record pest issues.

The Orkin Service Technicians will Check In and Check Out with the Facility Manager each Service Visit to check the Pest Site Log(s) for immediate issues and then proceed to perform regular, recurring services and areas.

Orkin will provide training for one (1) Main Service Technician and one (1) Alternate Technician for each location so there will never be an interruption of service due to vacation and/or illness.

Orkin will perform initial inspections and provide facility graphs with locations of equipment.

All buildings, zones within buildings and equipment will be bar-coded and identified on the facility graphs.

Orkin will install and bar code rodent equipment as identified in our price/service spreadsheet.

Orkin will install monitoring devices (GlueBoards) through out facilities (out of reach of students/staff) to monitor pest activity. Monitoring devices may be moved periodically as pest pressures change.

Orkin will obtain credentials for the Branch Managers, Service Managers and the Main and Alternate Technician for each location.

Orkin will provide call back services for all contracted buildings at no additional charge for covered pests.

Areas of Service

Lobby / Vestibules
Common Areas
Administration or Main Office
Food Prep / Vending Areas
Janitor's Closets
Rest Rooms
Interior and Exterior Rodent Equipment



EXHIBIT "A"

SCOPE OF SERVICE



2020 Orkin Pest Coverage

Monitoring Glue Boards
Exterior Perimeter Treatment (twice annually)
Dumpster Areas
Other Offices **As Needed**
Class Rooms **As Needed**
Elevator Pit **As Needed**
Documentation

Local Resources:

- One (1) dedicated Service Technician for each location
- Additional resources are available should they be necessary
 - One (1) fully equipped service vehicle
- Branch Operations and Service Managers available as resource for service related questions, product and best practices information
- Monthly, Quarterly and/or Annual Reporting as necessary using Authorized Access Only Orkin InSite Customer Web Portal

Corporate/National Resources:

- National Government Business Development Manager
 - Government Admin/Analyst
 - Government Invoice AR Analyst
- Toll Free Customer Care Number -- Speak to a person 24x7x365

¹ Does include investment of equipment.



CERTIFICATE OF LIABILITY IN SUBROGATION

APPROVED

By Nicole Andrews at 8:32 am, Oct 14, 2020

DATE (MM/DD/YYYY)
10/09/2020

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 Willis Insurance Services of Georgia, Inc. Five Concourse Corporate Center, 18th Floor Atlanta, GA 30328		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Republic Insurance Company	NAIC # 24147
		INSURER B: ACE Property & Casualty Insurance Company	NAIC # 20699
		INSURER C: New Hampshire Insurance Company	NAIC # 23841
		INSURER D: National Union Fire Insurance Company of P	NAIC # 19445
		INSURER E: Allied World Assurance Company Ltd	NAIC # C0892
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W18245514 **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						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> Pesticide/Herbicide Coverage						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Pest Control Professional	Y	Y	MWZY 312034-20	01/01/2020	01/01/2021	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MWTB 312033-20	01/01/2020	01/01/2021	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 50,000			XEU G27927683 005	01/01/2020	01/01/2021	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 020608757	01/01/2020	01/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Excess Workers Comp		Y	XWC 6559344	01/01/2020	01/01/2021	E.L. Each Accident \$2,000,000 E.L. Disease-EA Emp \$2,000,000 E.L. Disease- Pol Lim \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

City of Brea
1 Civic Center Circle
Brea, CA 92821

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

Britt Fale

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Construction Projects: (Capital improvement projects, other construction and remodeling, etc.)
 Asbestos Related Projects: (Abatement, removal, etc.)

All operations on behalf of the City of Brea is included as additional insured as respects General Liability, and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as required by written contract and as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Assurance Company Ltd

NAIC#: C0892

POLICY NUMBER: 0306-2978 EFF DATE: 01/01/2020 EXP DATE: 01/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution	Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000

Rollins, Inc.**Policy Term: 1/1/2020 to 1/1/2021****Workers' Compensation and Employers Liability Policies**

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	WC 020608757	New Hampshire Ins. Co. - covers states of AL,AR,CO,CT,DC,DE,HI,IA,ID,IN,KS,LA,M D,ME,MI,MN,MO,MS,MT,NE,NH,NM,NV,N Y,OK,OR,RI,SC,SD,TN,TX,WV	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC 020608754	American Home Assurance Company - covers state of CA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC 020608755	New Hampshire Ins. Co. - covers states of MA and WI - This policy also provides Stop Gap coverage for WA, WY	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC 020608756	New Hampshire Ins. Co. - covers state of AZ,IL,KY,NC,NJ,PA,UT,VA,VT	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC 6559344	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: GA & OH	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC 6559345	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured state of FL	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2020 forms a part of Policy No. WC 020608754

Issued to Rollins, Inc.

By : American Home Assurance Company

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.0 % of the total estimated workers compensation premium for this policy.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations where required by written contract.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
as required by written contract	as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
as required by written contract	as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 shown in the Schedule above.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 11/10/2020
SUBJECT: Tiller Reserve Unit Repairs

RECOMMENDATION

Ratify the expenditure of \$51,930.32 for Tiller Reserve Unit repairs to be funded from the Equipment and Vehicle Maintenance Fund (Fund 480) reserves.

BACKGROUND/DISCUSSION

In 2018, the City of Brea purchased a used Tiller Reserve Unit (Ladder Reserve) to serve as a reserve unit to the front line ladder truck that has been in service since its purchase in 2007. The used Ladder Reserve was purchased from the City of Vernon for a very low price of \$50,000 and was found to be in good condition at the time, considering it was 20 years old and had very low miles. For perspective, a new ladder truck in 2020 would cost approximately \$2 million.

After some heavier use in the last two years, some performance issues were observed. The vehicle was sent to Performance Truck Repair, Inc. for an evaluation to get the unit back in service. Upon a thorough inspection of the unit, multiple critical repairs were noted and needed to be corrected immediately. Some of the critical repairs included:

- Aerial turntable stopped moving intermittently during rotation.
- The outrigger deployment was not uniform during the extension of the outriggers, which caused the unit to be destabilized.
- New electrical wiring due to damaged wires.
- Hydraulic system had deterioration and O-rings were leaking.
- All the cylinders and PTO pump required a complete overhaul.

This unit was out of service for an extended period of time due to the fifth wheel pedestal which had to be removed and separated, and lifted away from the truck. Performance Truck Repair, Inc. was utilized for these necessary repairs because they were the only shop that can fabricate a pedestal repair in-house.

SUMMARY/FISCAL IMPACT

These costs were not included in the FY 2020-21 Equipment and Vehicle Maintenance Fund (Fund 480) Adopted Budget. A request for appropriation of additional funds will be incorporated into the 1st quarter Quarterly Adjustments. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Rudy Correa, Superintendent

Concurrence: Tony Olmos, P.E., Public Works Director

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/10/2020

SUBJECT: Amendment No. 3 to Professional Services Agreement with Parsons Transportation Group, Inc. for Construction Support Services for the SR-57 & Lambert Road Interchange Improvements, CIP 7251

RECOMMENDATION

Approve Amendment No. 3 to Professional Services Agreement with Parsons Transportation Group, Inc. in the amount of \$368,150

BACKGROUND/DISCUSSION

The SR-57 and Lambert Road Interchange Improvement, Project 7251 ("Project") has been programmed within the Capital Improvement Program ("CIP") for over 10 years. The Project is adding a northbound loop on-ramp and realigning the northbound off-ramp; providing a separate bridge structure for the northbound loop on-ramp, widening the southbound on-ramp and bridge adjacent to the old railroad undercrossing; converting the southbound off-ramp to a two (2) lane exit and widening eastbound Lambert Road from State College to the southbound on-ramp; widening the existing SR-57 bridge; and widening westbound Lambert Road near Point Drive to the northbound on-ramp.

Original Contract (\$3.42M)

On June 16, 2015, the City Council approved a Professional Services Agreement ("PSA") with Parsons Transportation Group, Inc. ("Parsons") to complete the Plans, Specifications, and Estimate Phase ("PS&E Phase") for the Project in the amount of \$3,320,000, with a \$100,000 contingency, for a total PSA amount of \$3,420,000. The original scope of work for this PSA included completing the PS&E for the preferred project alternative. In December 2016, the 65% PS&E was completed for the preferred project alternative with some modifications to the design, which included additional widening of the existing Lambert Road bridge to accommodate a future Caltrans truck climbing lane. Soon thereafter, the Project was separated into four (4) phases due to construction funding constraints, with the focus on completing the PS&E Phase for the Phase 1 Project. Phase 1 Project construction would add the northbound loop on-ramp, realign northbound off-ramp, and modify the existing northbound on-ramp north of Lambert Road (East of SR-57). The PS&E for the Phase 1 Project was completed to 90% in late 2017.

Amendment No.1 (\$2.15M)

In early 2018, with the award of SB1 funds for project construction, staff recommended completing the final PS&E for the entire project under an accelerated schedule to avoid the possibility of losing SB1 funding if a voter referendum was passed in November 2018. This

required considerable additional work with very tight deadlines, and required additional resources. At the March 20, 2018 City Council meeting, Council approved Amendment No. 1 to the Parsons PSA for an additional not-to-exceed fee of \$2.15 million. This amended fee would bring the total PSA for the Project to \$5.57 million. In August of 2018, Parsons delivered the final PS&E for the entire project to Caltrans on time in order to request the allocation of funding from the California Transportation Commission (CTC) at their October 2018 meeting. At this meeting, the CTC allocated \$65.7M to the City of Brea and Caltrans, whereby the Project was considered fully funded.

Amendment No.2 (\$507,920)

The Project was advertised for bids in late November 2018. However, prior to advertisement, there were two outstanding design elements that required additional design services from Parsons. The first involved the re-design of the soundwall along the southbound on-ramp to increase the height from 12 foot - 4 inches to 16 foot. The second design change required the transparent glass within the soundwall at the El Torito Restaurant to be reduced by three feet, pursuant to the property owner's request. Both of these re-design items required an additional scope of work, which required a second Amendment to the PSA. Furthermore, as part of the construction oversight requirements from Caltrans, Parsons, as the Engineer of Record, was required to be retained during this Phase to provide construction engineering support. On November 26, 2018, Parsons provided a proposal for the soundwall re-design work (\$207,920) and construction engineering support (\$300,000) totaling to \$507,920, which was reviewed by staff and incorporated as Amendment No. 2 to the PSA.

Parsons estimated the construction support cost based on a 500-working day contract that was anticipated to start in April of 2019 with anticipated completion in March of 2021 without taking into consideration possible weather or construction delays. City staff then conservatively estimated said delays and shared a completion date of December 2021 with the public at that time. The City Council approved Amendment No. 2 on December 4, 2018.

Amendment No.3 (368,150)

Caltrans awarded the construction contract to Security Paving, Inc. in April 2019 and actual construction started in August 2019. As of November 2020, construction is considered 48% complete. However, during the first year, there were several construction schedule impacts, including weather and COVID-19 delays that have now officially pushed the anticipated construction completion of the interchange improvements to December 31, 2021 as conceptually expected.

All the aforementioned construction schedule impacts require extensions to the City and Caltrans construction inspection and design oversight responsibilities associated with the Project. Therefore, in a proactive effort, the City staff coordinated with Parsons to request a proposal for the additional scope required to cover the extended construction duration. Based on the request, Parsons responded with a proposal to cover the City-directed scope changes that were integral to the delivery of the Project (see Attachment A – Parsons Proposal). Parsons' proposal, in the amount of \$368,150 (additional scope), was reviewed by staff and was considered reasonable to cover the remaining construction engineering support services as well as the City added scope to the anticipated completion of the Project. This proposed scope change also includes the amended completion date for Parsons services to April of 2022, which allows them to complete the contract close-out responsibilities after the construction is completed in December 2021.

Therefore, attached is Amendment No. 3 to the PSA that amends the scope of work related to the construction engineering support services during construction pursuant to Parsons' proposal (see Attachment B - Amendment No. 3). The City Attorney has reviewed Amendment No. 3 and approves as to form. All work associated with the design scope within the original PSA, Amendment No. 1, and Amendment No. 2 has been completed. Therefore, the only remaining task within this PSA is the construction engineering support services during construction.

SUMMARY/FISCAL IMPACT

The Project is currently in the second year of the construction phase and 48% complete as of November 2020. However, due to various schedule impacts during the first year of construction, the project completion for the interchange improvements has been pushed out to December 31, 2021. This extension of the construction duration, coupled with several City requests for added work associated with the Project, required the construction engineering support services with Parsons to be amended. Parsons provided staff with a proposal to capture the additional services required. Staff, with City Attorney's consultation, prepared Amendment No. 3 to the Parsons PSA to reflect the proposed scope changes. The Project is fully funded, and there are sufficient competitive Measure M2 funds and Traffic Impact Fees available for the proposed Amendment No. 3. Therefore, there will be no impact to the General Fund and staff recommends the City Council consider approving Amendment No. 3.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Parsons Proposal
Amendment No. 3

October 26, 2020

Michael Ho
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle
Brea, CA 92821

City Project No: 7251
Caltrans EA No: 0C1104
Parsons Project No.: 648305/649405

Subject: Amendment #3, Revised Services for SR 57 & Lambert Road Interchange Improvements Project

Dear Michael,

Pursuant to recent discussions, transmitted herewith is Parsons proposal for an amendment to provide additional management, design, and engineering support during construction services for the SR 57&Lambert Road Interchange Improvements Project (Project).

Parsons original Professional Services Agreement (PSA) and Amendment #1 and #2 contract scope of work and fee included delivery of the Full Interchange AAA-ready PS&E in October 2018, and to increase the southbound on-ramp soundwall height to sixteen feet. Additionally, engineering support during construction (ESDC) was identified in the original and Amendment #1 and #2 contract scope.

The Amendment #2 cost estimate for the construction support was \$300,000. This was based on starting the pre-construction work in March 2019 with an anticipated construction start date of July 2019, 500 working days, and construction completion in March 2021. Unfortunately, the Project encountered various schedule delays during the construction phase, which extended the start date to August 28, 2019, with an updated anticipated completion date of January 2022 due to following issues:

- Certain material order by Contractor had a lead time from order to deliver date which caused delay in start of construction
- COVID-19 caused delays starting in March 2020
- Added working days based on several Contract Change Orders

These delays have impacted the original construction completion date of March 2021, and the revised schedule to complete the final contract close-out/Record Drawings work is now estimated to be April 2022. As of October 20, 2020, construction is 46% complete with additional 17 months of remaining construction. In addition, 33 Contract Change Orders (CCO) and 56 Requests for Information (RFI's) have been processed so far. The CCOs were issued as a result of unforeseen and change field conditions, utility companies requesting revisions, Standard CCOs Caltrans issues for projects, changes requested by city for extending height of soundwall, incorporate Caltrans new guidelines to the design and three plan design issues. Additionally, there have been some added scope to assist the City with the SCE pole relocation work surveying, the Olen Property TCE pavement rehabilitation work, and Right-of-Way work for the new SCE Easement and Joint Utility Agreement in the amount of \$33,650.

Based on the aforementioned, we are currently estimating an additional ESDC in the amount of \$368,150.00 would be required to complete the Project, which includes the added City scope of work. The ESDC will be billed on a Time & Materials basis pursuant to the conditions set-forth in Amendment #2. This would bring the total for ESDC to \$668,150 for the Project as part of the PSA.

The additional scope of services is shown as Attachment "A-1", and the revised budget for the additional services is shown on Attachment "B-1".

Thank you for your consideration and we look forward to successfully delivering the SR 57 & Lambert Interchange Improvements Project to the City of Brea.

Sincerely,



Pija Ansari, P.E., PMP
Project Manager / Parsons

EXHIBIT “A-1”

Amendment #3 Scope of Work for Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Work will be performed according to the scope discussed in the following paragraphs.

3.7 Task 7 Project Management and Design Support During Construction

Upon award of the construction contract, CONSULTANT shall proceed with the Construction Support Phase services. Drawings and change orders which are required due to the actions of the CITY and/or Caltrans, which are beyond the scope of the ENGINEER's responsibilities, shall be considered extra services, subject to the amount of \$368,150. Task 7 will be invoiced on a Time & Materials basis. All requested design support services considered extra work as defined herein from Caltrans shall be submitted to the CITY for review and approval prior to initiating the work. Phone conversations and emails between CONSULTANT and Caltrans, which do not require extra work and are for purposes of clarifications regarding the Plans and Specifications may be relayed to the CITY concurrently or subsequently to said correspondence. All extra work and associated costs completed without prior authorization from the CITY and work and associated costs that are considered part of the ENGINEER's responsibilities will not be paid, therefore.

3.7-1 Roadway Design Support

CONSULTANT shall be available to visit to the jobsite for on-site review of construction and other visits to the jobsite as requested by the CITY and/or Caltrans to resolve any discrepancies in the contract documents. CONSULTANT shall bring to the attention of the Resident Engineer any defects or deficiencies in the work by the construction contractor which the CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of the CITY and/or Caltrans or to deputize another to do so. CONSULTANT shall furnish all necessary drawings for corrections and change orders required by errors and omissions CONSULTANT. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the CITY and/or Caltrans for duplication and distribution. Drawings and change orders required due to actions of the CITY and/or Caltrans, which are beyond the scope of CONSULTANT's responsibilities, shall be considered extra services. CONSULTANT shall be available to visit the job site for on-site review of construction, as requested by the CITY and/or Caltrans to resolve discrepancies in the contract documents.

Deliverable: CONSULTANT shall provide roadway design support as described above.

3.7-2 Shop Drawing Review

CONSULTANT shall review and approve submittals and shop plan drawings requested by the resident engineer.

Deliverable: CONSULTANT shall review shop drawings as described above.

3.7-3 Geotechnical Design Support

CONSULTANT shall be available to clarify geotechnical information and answer questions during the construction of the project.

Deliverable: CONSULTANT shall provide geotechnical design support as described above.

3.7-4 Electrical Design Support

CONSULTANT shall be available to clarify electrical design information and answer questions during the construction of the project.

Deliverable: CONSULTANT shall provide electrical design support as described above.

3.7-5 Pre-construction Meeting

CONSULTANT shall attend the pre-construction meeting with the successful construction contractor.

3.7-6 “As-built” Plans

CONSULTANT shall, using ‘red-lined’ drawings from the Resident Engineer prepare and deliver to the CITY and/or Caltrans, within two months of completion of project construction, the final “As-Built” plans in electronic format.

Deliverable: CONSULTANT shall prepare and deliver to the CITY and/or Caltrans final “As-Built” plans in electronic format.

Task 9 – Project Schedule

The project schedule is revised as follows:

- A. Notice to Proceed Amendment #3
- B. Complete Construction Support

Execution Date of Amendment #3
April 2022

EXHIBIT “B-1”

Amendment #3 Cost Proposal for Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Additional budget to incorporate the Attachment “A-1” scope items is requested below:

Task 1 – Project Management	\$	0
Task 2 – 35% PS&E	\$	0
Task 3 – 65% PS&E	\$	0
Task 4 – 95% PS&E	\$	0
Task 5 – Final PS&E (100 Percent) Submittal	\$	0
Task 6 – Construction Bidding Phase	\$	0
Task 7 – Construction Support Phase	\$	368,150
• 3.7 Task 7 Project Management	\$	62,400
• 3.7-1 Roadway Design Support	\$	144,000
• 3.7-3 Geotechnical Design Support (allowance)	\$	7,500
• 3.7-4 Electrical Design Support	\$	18,000
• 3.7-6 “As-built” Plans (791 sheets, used 600 Sheets)	\$	84,600
• 3.11 Task 11 PS&E Previously Approved CCOs	\$	33,650
<u>Approved CCOs date and amount</u>		
➤ Survey for SCE easement 11/8/2019	\$	8,000
➤ Survey 6 SCE Poles 5/18/2020,	\$	2,960
➤ Olen Property Design & Survey 6/3/2020	\$	22,690
Task 8 – Project Closeout	\$	TBD
Task 9 – Project Schedule	\$	0
Task 10 – Supplemental PR and ED	\$	0
<u>Task 11 – PS&E Contract Change Order</u>	\$	0
Total Amendment 3	\$	368,150

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 3 ("Third Amendment") to the June 16, 2015 Professional Services Agreement ("Agreement") executed by **Parsons Transportation Group Inc.** ("Consultant") and the **CITY OF BREA** ("City") is dated November 17, 2020 for reference purposes.

A. Recitals.

(i) The parties executed the Agreement to provide for Consultant's performance of professional services with respect to the preparation of Plans, Specifications, and Estimate for the SR-57 & Lambert Road Interchange Improvements project ("Project").

(ii) The parties have executed the following amendments (collectively, "Prior Amendments") to the Agreement:

(a) A March 20, 2018 Amendment No. 1 to amend the scope of work, increase the contract amount, and amend the project schedule.

(b) A December 4, 2018, Amendment No. 2 to further amend the scope of work, increase the contract amount (from \$5,570,000 to \$6,077,920), and amend the project schedule for the design change order work in connection with soundwall height revisions and engineering design support services for the Project.

(iii) The parties desire to further amend the scope of work, increase the contract amount (from \$6,077,920 to 6,446,070), and amend the project schedule in connection with additional engineering design support services for the Project.

B. Amendment.

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

1. Notwithstanding any provision of the Agreement, the Scope of Work is amended by adding the work described in the attached Exhibit "A-1".
2. Notwithstanding any provision of the Agreement, the Project Schedule is amended as set forth in the attached Exhibit "A-1".
3. Notwithstanding any provision of the Agreement, the total contract amount is a total, Not-To-Exceed amount of \$6,446,070, as more fully described in the attached Exhibit "B-1".
4. The attached Exhibits A-1 and B-1 are incorporated herein by reference.
5. Except as amended by this Third Amendment, all terms and conditions of the Agreement (as amended by the Prior Amendments) remain unchanged and in full force and effect.
6. The persons executing this Third Amendment warrant that, on behalf of their respective parties, they are authorized to execute this Third Amendment, and that this Third Amendment is binding on the parties hereto.

TO EXECUTE THIS THIRD AMENDMENT, the parties have caused their duly authorized representatives to sign below.

CITY OF BREA
A California municipal corporation

**PARSONS TRANSPORTATION GROUP,
INC.**
An Illinois corporation


Marty Simonoff, Mayor

 VP

☐ Chairperson ☐ President ☐ Vice President
10/20/2020

ATTEST:

Lillian Harris-Neal, City Clerk

 V.P.

☐ 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.]

EXHIBIT "A-1"
Amended Scope of Work

(attached)

EXHIBIT "A-1"

Amendment #3 Scope of Work for Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Work will be performed according to the scope discussed in the following paragraphs.

3.7 Task 7 Project Management and Design Support During Construction

Upon award of the construction contract, CONSULTANT shall proceed with the Construction Support Phase services. Drawings and change orders which are required due to the actions of the CITY and/or Caltrans, which are beyond the scope of the ENGINEER's responsibilities, shall be considered extra services, subject to the amount of \$368,150. Task 7 will be invoiced on a Time & Materials basis. All requested design support services considered extra work as defined herein from Caltrans shall be submitted to the CITY for review and approval prior to initiating the work. Phone conversations and emails between CONSULTANT and Caltrans, which do not require extra work and are for purposes of clarifications regarding the Plans and Specifications may be relayed to the CITY concurrently or subsequently to said correspondence. All extra work and associated costs completed without prior authorization from the CITY and work and associated costs that are considered part of the ENGINEER's responsibilities will not be paid, therefore.

3.7-1 Roadway Design Support

CONSULTANT shall be available to visit to the jobsite for on-site review of construction and other visits to the jobsite as requested by the CITY and/or Caltrans to resolve any discrepancies in the contract documents. CONSULTANT shall bring to the attention of the Resident Engineer any defects or deficiencies in the work by the construction contractor which the CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of the CITY and/or Caltrans or to deputize another to do so. CONSULTANT shall furnish all necessary drawings for corrections and change orders required by errors and omissions CONSULTANT. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the CITY and/or Caltrans for duplication and distribution. Drawings and change orders required due to actions of the CITY and/or Caltrans, which are beyond the scope of CONSULTANT's responsibilities, shall be considered extra services. CONSULTANT shall be available to visit the job site for on-site review of construction, as requested by the CITY and/or Caltrans to resolve discrepancies in the contract documents.

Deliverable: CONSULTANT shall provide roadway design support as described above.

3.7-2 Shop Drawing Review

CONSULTANT shall review and approve submittals and shop plan drawings requested by the resident engineer.

Deliverable: CONSULTANT shall review shop drawings as described above.

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Deliverable: CONSULTANT shall provide geotechnical design support as described above.

3.7-4 Electrical Design Support

CONSULTANT shall be available to clarify electrical design information and answer questions during the construction of the project.

Deliverable: CONSULTANT shall provide electrical design support as described above.

3.7-5 Pre-construction Meeting

CONSULTANT shall attend the pre-construction meeting with the successful construction contractor.

3.7-6 “As-built” Plans

CONSULTANT shall, using ‘red-lined’ drawings from the Resident Engineer prepare and deliver to the CITY and/or Caltrans, within two months of completion of project construction, the final “As-Built” plans in electronic format.

Deliverable: CONSULTANT shall prepare and deliver to the CITY and/or Caltrans final “As-Built” plans in electronic format.

Task 9 – Project Schedule

The project schedule is revised as follows:

- A. Notice to Proceed Amendment #3
- B. Complete Construction Support

Execution Date of Amendment #3
April 2022

EXHIBIT “B-1”
Amended Project Costs

(attached)

EXHIBIT “B-1”

Amendment #3 Cost Proposal for Engineering Design Support Services for the SR 57 & Lambert Road Interchange Improvements Project

Additional budget to incorporate the Attachment “A-1” scope items is requested below:

Task 1 – Project Management	\$	0
Task 2 – 35% PS&E	\$	0
Task 3 – 65% PS&E	\$	0
Task 4 – 95% PS&E	\$	0
Task 5 – Final PS&E (100 Percent) Submittal	\$	0
Task 6 – Construction Bidding Phase	\$	0
Task 7 – Construction Support Phase	\$	368,150
• 3.7 Task 7 Project Management	\$	62,400
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<u>Approved CCOs date and amount</u>		
➤ Survey for SCE easement 11/8/2019	\$	8,000
➤ Survey 6 SCE Poles 5/18/2020,	\$	2,960
➤ Olen Property Design & Survey 6/3/2020	\$	22,690
Task 8 – Project Closeout	\$	TBD
Task 9 – Project Schedule	\$	0
Task 10 – Supplemental PR and ED	\$	0
Task 11 – PS&E Contract Change Order	\$	0
Total Amendment 3	\$	368,150

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/10/2020

SUBJECT: Lambert Road and Puente Street Intersection Improvement Project, CIP 7276

RECOMMENDATION

Approve revised scope-of-work for Lambert Road and Puente Street Intersection Improvement Project, CIP 7276

BACKGROUND/DISCUSSION

At the December 6, 2011 City Council meeting, the City Council adopted a resolution approving revised traffic impact fees based upon the Transportation Improvements Nexus Program 2011 Update. The purpose of the Nexus Program Update was to analyze traffic impacts related to development projects associated with vehicle trips generated. As part of the Nexus Program Update, over 31 signalized intersections were analyzed to measure the efficiency and operations needed to maintain Level-of-Service (LOS) standards. Based on the results of the LOS at each intersection, the Nexus Program Update recommended 11 improvement projects. One of the 11 projects recommended a westbound right-turn lane at the intersection of Lambert Road and Puente Street. The project is CIP 7276 in the approved Capital Improvement Program.

As identified in the Transportation Improvement Nexus Program, improvements at the intersection of Puente Street and Lambert Road include widening Lambert Road to construct a westbound right-turn lane. Attachment A presents the conceptual improvement plan for these improvements. These improvements will require the relocation of one (1) Southern California Edison (SCE) power pole. Due to the significant construction costs of over \$200,000, as well as the construction delays associated with the relocation of the SCE power poles, staff researched if the project could be designed another way, to achieve comparable traffic benefits and meet LOS goals.

As a result, staff developed an alternative improvement that consists of restriping both the north and south approaches of the intersection to provide exclusive right-turn lanes (no widening required) and modifying the traffic signal operations to include a northbound right-turn overlap phase to enhance and improve signal operations. Attachment B presents the conceptual improvement plan for the proposed project alternative. The estimated construction cost to implement the proposed alternative improvement is approximately \$20,000, which is significantly less than the project budget.

When compared to the intersection improvements identified in the Transportation Improvement Nexus Program Update, the proposed alternative is more cost effective; does

not require additional widening; and would not result in any construction delays as a result of SCE power pole relocation. In addition, since this alternative improvement is within the boundary of the Puente Street Rehabilitation Project (CIP 7311) currently under construction, the work can be completed as part of this project via a Contract Change Order.

SUMMARY/FISCAL IMPACT

The Transportation Improvements Nexus Program 2011 Update recommended a new westbound right-turn lane at the intersection of Lambert Road and Puente Street. The construction would require a SCE power pole to be relocated resulting in a significant construction cost of over \$200,000. Staff has identified a substitute improvement project that has the same traffic flow benefits. This alternative improvement project includes re-striping both the north and south legs of the intersection with exclusive right-turn lanes, and modifying the traffic signal to include a northbound right-turn overlap phase. The proposed construction cost for these substitute improvements is approximately \$20,000, and is less costly and less impactful on project schedule in comparison to the original improvements identified in the Transportation Improvement Nexus Program. Additionally, the level of service analysis indicates that the substitute improvements are more beneficial to the intersection's overall operations when compared to the original improvements.

Funds are available in CIP 7276. The remaining project funds will be allocated to fund other projects listed in the Transportation Improvement Nexus Program.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

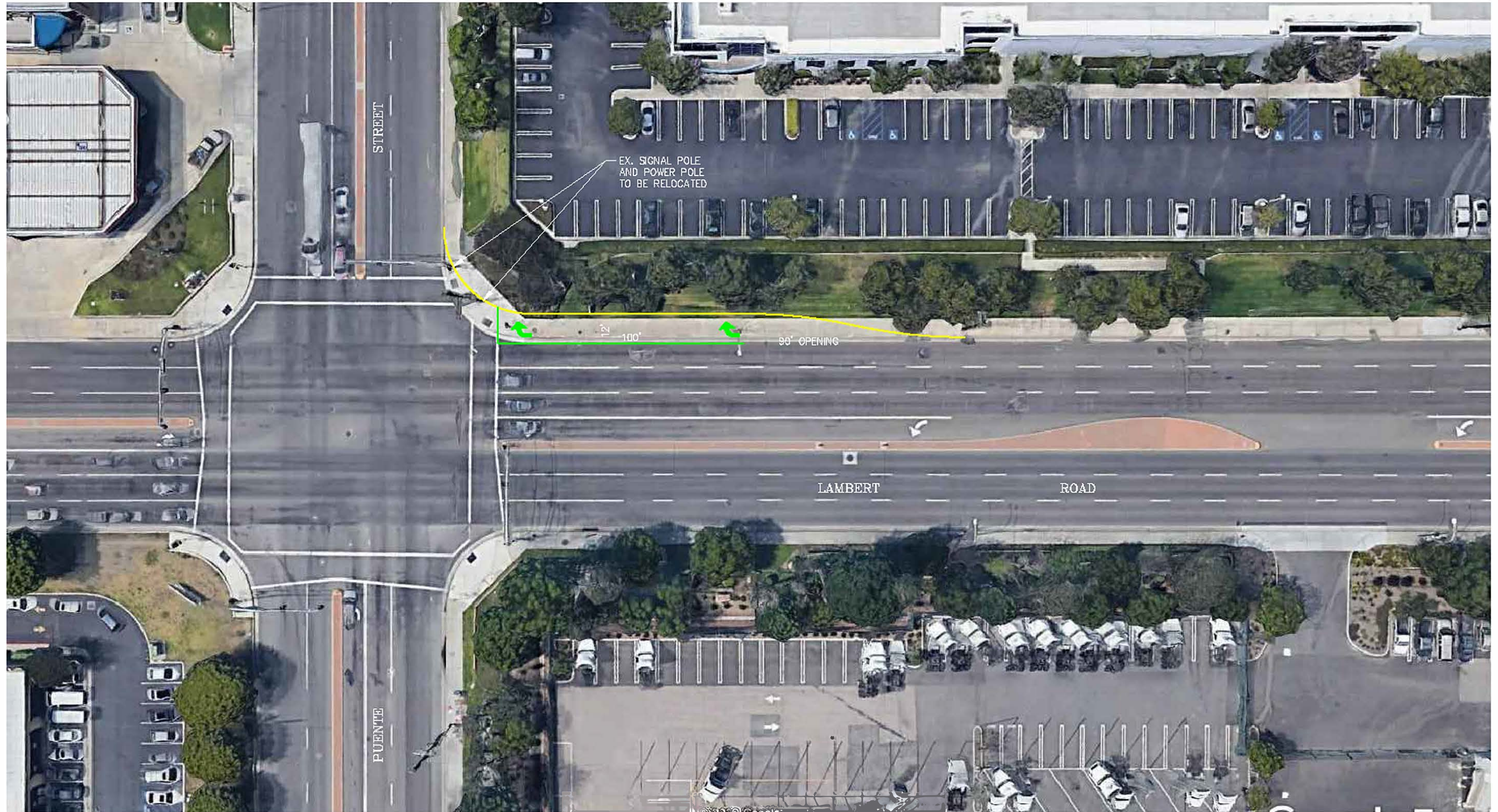
Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Original Plan

Proposed Plan



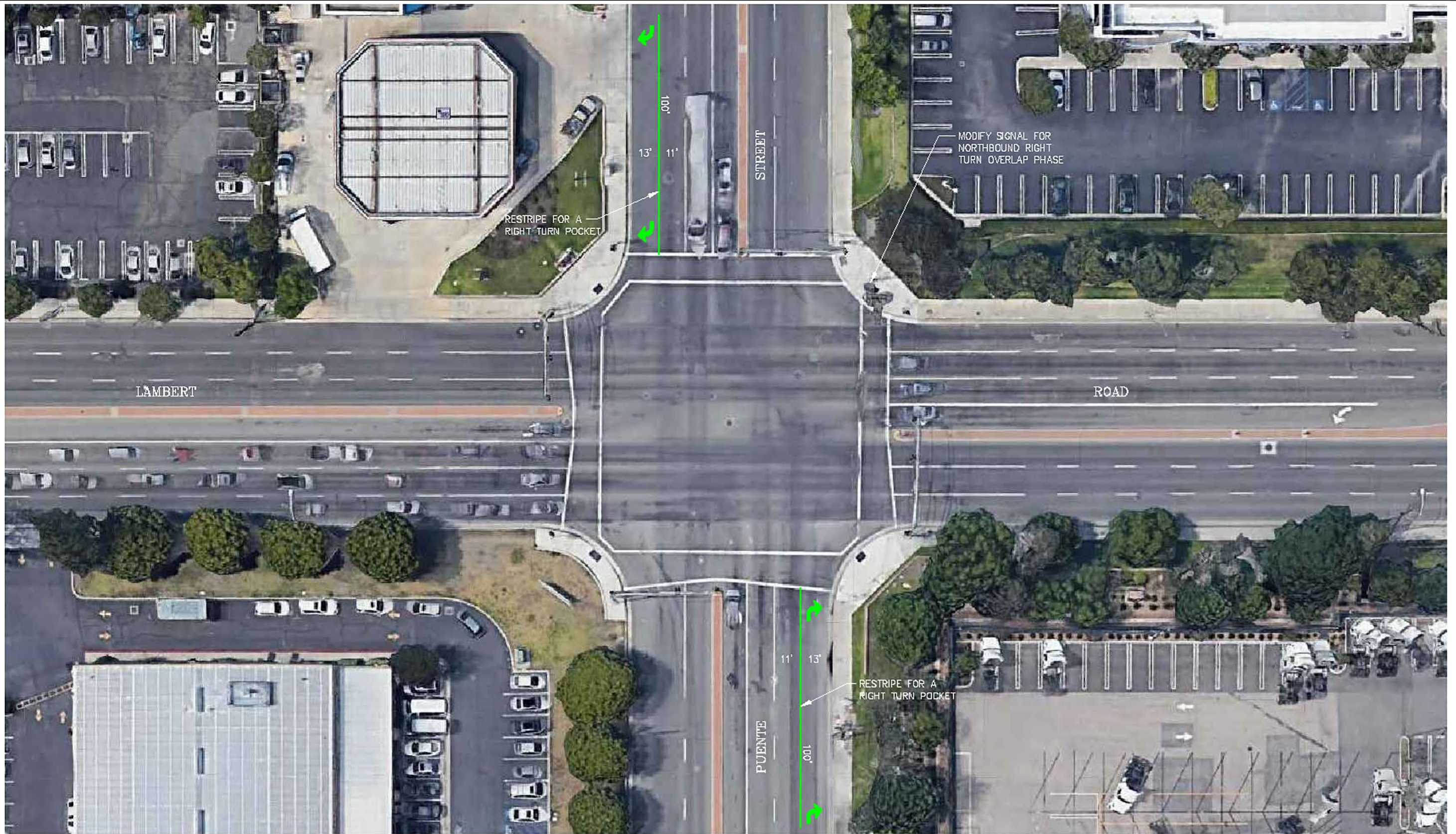
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SCALE: 1"=40'

Attachment A

ORIGINAL IMPROVEMENTS (TRANSPORTATION IMPROVEMENTS NEXUS PROGRAM)
PUENTE STREET AT LAMBERT ROAD SUBSTITUTE IMPROVEMENTS, BREA



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SCALE: 1"=40'

Attachment B

SUBSTITUTE IMPROVEMENTS

PUENTE STREET AT LAMBERT ROAD SUBSTITUTE IMPROVEMENTS, BREA

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/10/2020

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2020-21

RECOMMENDATION

Adopt the resolutions appropriating funds to adjust the Fiscal Year 2020-21 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

Sales Tax is the City's largest revenue source. The adopted FY 2020-21 budget for Sales Tax is \$21,170,914. Since budget adoption, staff have received revised sales tax projections. Unfortunately, these revised projections are lower by \$844,618 due to the overall decline in sales as a result of the COVID pandemic. Likewise, overall travel has declined due to the pandemic resulting in an estimated \$473,136 decline in transient occupancy tax. Additional revenue reductions will be addressed further in this report.

Realizing early that there would be a decline in City revenues, staff reviewed their budgets and proposed a number of budget reductions. Many of these reductions were a direct impact as a result of the ongoing pandemic and have a limited impact to overall core City services. For instance, due to travel restrictions many conferences have been canceled or training has been offered online which has often been at a reduced price. Mandatory trainings were not affected by these reductions. Overall, travel and meeting reductions total \$120,988. In addition, staff have programmed significant vacancies that will be naturally realized due to attrition, the recruitment process, as well as other variables. Overall salary savings are \$1,626,233. These savings reflect not only vacancies but part-time hours not being used due to canceled programs and repurposed Community Services Employees mentioned below.

It should be noted that recreation type services have been severely affected by this pandemic such as facility rentals, youth and adult sports, special events, fitness/wellness, and theatre. For the Community Services Department, there is an anticipated loss of

\$660,258 in program revenues. Likewise, they have programmed a decrease in program expenditures of \$801,589. As noted above, much of the savings realized are part-time salaries due to programs and activities that are currently prohibited. Also, much of the full-time salaries savings have been re-purposed to cover COVID related duties that staff anticipate will be reimbursed by the CARES Act. Repurposed employees have been programmed through December 31, 2020 and funding for these positions has been transferred from the General Fund (110) to the Disaster Recovery Fund (911).

The Fire Department continues to respond to mutual aid throughout California. Fire Administration continues to be diligent in seeking reimbursement for costs incurred. Mutual aid responses included the Apple Fire in Riverside County and the Salt and MOC Fires in Tuolumne-Calaveras counties.

Furthermore, there is a reduction in revenue for Fire Inspections, Delinquent Fees and Permits totaling \$174,255. Inspections have not been performed since the beginning of the pandemic and have been placed on hold until January 2021. This reduction does not include mandatory, life-safety inspections.

In addition, the Community Development Department was approved for the Local Early Action Planning (LEAP) grant in the amount of \$150,000. This money will: fund the Housing Element Update and Community Engagement/Outreach; aid in the improvement of the Development Review Process Tools such as improving and customizing the City's GIS application platform; and update the Affordable Housing Ordinance.

Lastly, revenue reductions have also been realized for building and planning inspections. Development assumptions have been revised to reflect the current workload along with staff vacancies. Development related revenue reductions total \$75,203. Engineering related inspections are projected to be \$92,704 less, as well, however, Public Works inspection revenues are anticipated to increase by \$124,000.

The Capital Improvement Program Budget Adjustments in CIP - Exhibit A consists of an increase in expenditures of \$115,000 and a corresponding adjustment to revenues and transfers-in as follows:

Golf Course Fund (465)	\$ 115,000
TOTAL	\$ 115,000

Within these adjustments, there is a shift of funding for water projects. Since budget adoption, staff have further prioritized outstanding projects. Current Water Utility (420) funding has moved from the Walnut-Orange Avenue Waterline Improvements (CIP #7454) and the South Brea Neighborhood Water Main Replacement (CIP #7466) to the Moorpark Drive Waterline Improvement (CIP #7430), the County Hills Pavement & Water Rehabilitation (CIP #7322), and Napoli Tract Water Improvements (CIP #7458). Total funding remains unchanged from the Water Utility (420) Fund.

SUMMARY/FISCAL IMPACT

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in a decrease in revenues of \$1,968,204 and a decrease in expenditures of \$2,067,957, for a net General Fund decrease in expenditures of \$99,573. The City Operating Budget adjustments, for all funds including the General Fund, resulted in a decrease in revenues of \$1,372,736 and a decrease in expenditures and transfers-out of \$1,670,268 for a net decrease in expenditures and transfers-out of \$297,532. The Capital Improvement Program Budget adjustments resulted in an increase in expenditures of \$115,000 and corresponding adjustments to revenues and transfers-in.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Exhibit A - City

Resolution - CIP

Exhibit A - CIP

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2020-21 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2020-21, Resolution No. 2020-044, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 17th day of November, 2020.

Mayor

ATTEST:_____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 17th day of November, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea
BUDGET ADJUSTMENTS
FY 2020-21 OPERATING BUDGET

November 17, 2020

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>					
3121 (REV)	Sales Tax	21,170,918	20,326,300	(844,618)	Overall reduction in sales tax receipts due shelter in place restrictions
3123 (REV)	Transient Occupancy Tax	1,543,136	1,070,000	(473,136)	Reduction in Transient Occupancy Tax due to limited travel
3124 (REV)	Franchise Fees	1,045,400	988,800	(56,600)	Oil Franchise revenue down; agreement under review
3727 (REV)	Miscellaneous Revenues	130,300	109,300	(21,000)	BDOA Valet Rent/Agreement waived until valet services resume
<u>Management Services</u>					
1111 (EXP)	City Council	164,779	154,779	(10,000)	Program travel and meeting savings for City Council Members due to pandemic
1143 (EXP)	City Manager's Office	990,654	920,253	(70,401)	Program vacancy savings for Executive Assistant Position, Move Part-Time Admin Clerk Position from Management Services to Community Development and program travel and meeting savings due to pandemic
1151 (EXP)	Public Information	492,979	349,318	(143,661)	Program vacancy savings for Media Services Specialist Position and Management Analyst Position and program operating savings identified by division (travel, training, postage, etc.)
1152 (EXP)	Media Services/Graphics	300,400	265,195	(35,205)	Program vacancy savings for Media Services Specialist Position and program travel, training and meeting savings identified by division
1161 (EXP)	City Clerk's Office	498,322	493,152	(5,170)	Program travel, training and meeting savings identified by division
<u>Administrative Services</u>					
1411 (EXP)	Admin	210,849	209,259	(1,590)	Program travel and meeting savings identified by division
1424 (EXP)	Management & Budget	210,849	208,529	(2,320)	Program travel and meeting savings identified by division
1424 (EXP)	Treasury	163,164	167,679	4,515	Increase budget related to the discovery and audit of sale tax receipts and includes travel and meeting savings identified by department)

Account Number		Current Budget	Revised Budget	Funding Required	Description
1431 (EXP)	Accounting	845,808	841,198	(4,610)	Program travel and meeting savings identified by division
1441 (EXP)	Purchasing	845,808	781,296	(64,512)	Program operating savings identified by division including postage, training, membership, equipment rental, etc.
1481 (EXP)	Human Resources	845,808	780,808	(65,000)	Program travel, training and meeting savings and eliminate consultant labor negotiation budget
<u>Police Services</u>					
2111 (EXP)	Administration	1,677,997	1,443,696	(234,301)	Program vacancy savings related to Part-Time Cadet Positions, Police Executive Assistant Position, Police Captain Position and Police Admin Lieutenant Position
2121 (EXP)	Investigation	4,000,448	3,855,187	(145,261)	Program vacancy savings related to Police Services Officer Position and Police Officer Position
2122 (EXP)	Records	1,083,660	1,073,660	(10,000)	Program training savings related to Spillman User Conference transition to virtual
2131 (EXP)	Patrol	11,043,447	10,815,765	(227,682)	Program vacancy savings for Patrol Lieutenant Position and savings related to underfilling Police Office Positions with Police Recruits temporarily
2132 (EXP)	Traffic	1,581,349	1,420,390	(160,959)	Program vacancy savings for Traffic Police Sergeant Position
2141 (EXP)	Special Programs	2,194,958	2,166,587	(28,371)	Program savings from Crime Analyst Position and Police Sergeant Position and includes budget increase for Trackers ordered in FY 2019-20 and delivered in 2020-21 (paid with AB109 Grant Funds)
<u>Fire Services</u>					
3549 (REV)	State Grants - Other	312,600	466,170	153,570	Reimbursement for Strike Team Responses
2221 (EXP)	Fire Operations	5,524,523	5,678,093	153,570	Expense related to Strike Team Responses
2221 (EXP)	Fire Operations	5,678,093	5,667,803	(10,290)	Program savings for Utility Driver and Utility Driver polygraphs
2223 (EXP)	Building and Apparatus	168,694	164,694	(4,000)	Reduce Fitness Equipment purchases
3618 (REV)	Fire Plan Check	40,235	25,235	(15,000)	Revised development assumptions
3619 (REV)	Fire Inspection	28,739	20,739	(8,000)	Revised development assumptions
3331 (REV)	Delinquent Service Charge	11,000	5,500	(5,500)	Late fee revenue not being realized because inspections are not being performed or billed. Inspections on-hold until 1/1/21 unless mandated by State
3636 (REV)	Special Fire Dept Services	289,155	144,600	(144,555)	Inspections on-hold until 1/1/21 unless mandated
3638 (REV)	Fire Services Permit	2,400	1,200	(1,200)	Inspections on-hold until 1/1/21 unless mandated
2231 (EXP)	Fire Prevention	737,849	734,849	(3,000)	Program savings related to reduced public education supplies

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>Community Development</u>					
3212 (EXP)	Administration	639,357	632,352	(7,005)	Program operating savings identified by division (travel, training, books/manuals, etc.)
3214 (EXP)	Economic Development	126,932	125,282	(1,650)	Program operating savings identified by division (travel, training, food & clothing, etc.)
3611 (REV)	Planning Entitlement	65,132	59,646	(5,486)	Development assumptions changed
3612 (REV)	Planning Plan Check	16,347	9,930	(6,417)	Development assumptions changed
3231 (EXP)	Planning	1,124,144	894,577	(229,567)	Development assumptions changed
3231 (EXP)	Planning	894,577	1,044,577	150,000	LEAP Grant Award (Reso No. 2020-48)
3549 (REV)	Planning	466,170	616,170	150,000	LEAP Grant Award (Reso No. 2020-48)
3221 (REV)	Building Inspection	110,098	63,064	(47,034)	Building inspection down due to vacancy and change in development assumptions
3241 (EXP)	Building Plan Check	450,827	465,300	14,473	Moved Part-Time Admin Clerk Position from Management Services to Community Development. Includes program operating and vacancy savings identified by division.
3222 (REV)	Building Plan Check	159,769	167,769	8,000	Development assumptions changed
3223 (REV)	Seismic Alloc. Strong Motion Fees	1,729	1,093	(636)	Reduction based upon updated valuation estimates
361T (REV)	Technology Fee	90,000	65,460	(24,540)	Reduction based upon updated valuation estimates
3639BREC (REV)	Building Records Management Fee	10,000	10,910	910	Based upon updated valuation estimates
3242 (EXP)	Building Inspection	340,558	313,427	(27,131)	Program vacancy savings for Building Inspector Position and operating savings identified by division (training, travel, food, etc.)
3243 (EXP)	Code Enforcement	295,812	295,557	(255)	Program travel, meeting and training costs identified by division
<u>Community Services</u>					
3424 (REV)	Rental - Facility Reservations	440,300	294,000	(146,300)	Revenue loss due to pandemic; assumed thru 12/31/20
3643 (REV)	Preschool/Youth/Teen Programs	158,600	140,871	(17,729)	Revenue loss due to pandemic; assumed thru 12/31/20
3644 (REV)	Classes	102,000	70,000	(32,000)	Revenue loss due to pandemic; assumed thru 12/31/20
3646 (REV)	Day Camp/Excursions	109,000	80,224	(28,776)	Revenue loss due to pandemic; assumed thru 12/31/20
3647 (REV)	Youth & Adult Sports	153,032	103,757	(49,275)	Revenue loss due to pandemic; assumed thru 12/31/20
3648 (REV)	Ballfields Lights/Rent	58,500	44,775	(13,725)	Revenue loss due to pandemic; assumed thru 12/31/20
3673 (REV)	Transportation	11,718	15,624	3,906	Revenue loss due to pandemic; assumed thru 12/31/20
3675 (REV)	Babysitting	23,000	18,000	(5,000)	Revenue loss due to pandemic; assumed thru 12/31/20
3676 (REV)	Fitness/Wellness	690,000	489,300	(200,700)	Revenue loss due to pandemic; assumed thru 12/31/20
3694 (REV)	Theatre	282,100	163,214	(118,886)	Revenue loss due to pandemic; assumed thru 12/31/20
3695 (REV)	Gallery Sales	81,105	73,400	(7,705)	Revenue loss due to pandemic; assumed thru 12/31/20
3698 (REV)	Special Events	100,000	71,000	(29,000)	Revenue loss due to pandemic; assumed thru 12/31/20

Account Number		Current Budget	Revised Budget	Funding Required	Description
3699 (REV)	Cultural Services - Other	12,218	0	(12,218)	Revenue loss due to pandemic; assumed thru 12/31/20
3792 (REV)	Merchandise	5,250	56,581	(2,850)	Revenue loss due to pandemic; assumed thru 12/31/20
4145 (EXP)	Contract Classes	156,344	138,100	(18,244)	Program salary savings
4154 (EXP)	Facility Reservations	505,152	447,155	(57,997)	Program salary savings and program operating savings identified by division (special events, advertising, special program supplies, etc.)
4210 (EXP)	Administration	97,874	71,657	(26,217)	Program salary savings
4211 (EXP)	Operations	1,116,328	989,147	(127,181)	Program salary savings and program operating savings identified by division (services and repairs, food and clothing, bank charges, financial expenses, etc.)
4215 (EXP)	Fitness/Wellness	510,995	411,843	(99,152)	Program salary savings and operating savings identified by division (professional services, special program supplies, etc.)
4217 (EXP)	Teen Programs/Activities	87,380	84,280	(3,100)	Program operating savings identified by division (food and clothing, supplies, professional services, etc.)
4224 (EXP)	Kid Watch	181,446	145,764	(35,682)	Program salary savings and special program supply savings identified by division
4311 (EXP)	Administration	746,764	657,992	(88,772)	Program operating savings identified by division (food and clothing, supplies, professional services, etc.)
4421 (EXP)	Special Events	209,943	159,858	(50,085)	Program salary savings and special event savings identified by division
4422 (EXP)	Aquatics	249,303	247,303	(2,000)	Program special program supply savings
4424 (EXP)	Athletics	383,629	289,463	(94,166)	Program salary savings and operating savings identified by division (professional services, recreation supplies, etc.)
4425 (EXP)	Preschool Programs	258,943	254,842	(4,101)	Program salary savings and recreation, food and clothing savings identified by division
4426 (EXP)	Community Service Activities	300,780	283,939	(16,841)	Program salary savings and operating savings identified by division (recreation supplies, miscellaneous expenses, etc.)
4428 (EXP)	Youth Summer Activity/Day Camp	214,930	213,330	(1,600)	Program recreation supply savings
4429 (EXP)	After School Program	219,570	216,570	(3,000)	Program recreation and special program supply savings
4521 (EXP)	Senior Services Center	786,664	773,989	(12,675)	Program building and equipment service savings, membership savings, special event and miscellaneous expense savings
4523 (EXP)	Brea Resource Center	281,153	258,283	(22,870)	Program salary savings and operating savings identified by division (professional services, food and clothing, miscellaneous expenses, etc.)
4541 (EXP)	Gallery	319,721	303,095	(16,626)	Program salary savings and operating savings identified by division (professional services, postage, food and clothing, etc.)
4542 (EXP)	Theatre	765,436	648,206	(117,230)	Program salary savings and operating savings identified by division (professional services, postage, advertising, etc.)
4543 (EXP)	Cultural Services Administration	280,651	276,601	(4,050)	Program salary savings related to Executive Assistant Position
<u>Public Works</u>					
5111 (EXP)	Administration	360,863	356,163	(4,700)	Program travel, meeting and training costs identified by division

Account Number		Current Budget	Revised Budget	Funding Required	Description
5121 (EXP)	Street Maintenance	1,567,501	1,567,001	(500)	Program travel and meeting savings
5125 (EXP)	Downtown Maintenance	614,299	598,181	(16,118)	Program travel and meeting savings
5127 (EXP)	Parking Lot Maintenance	30,000	5,000	(25,000)	Parking lot maintenance savings
5141 (EXP)	Parks	1,042,375	997,716	(44,659)	Program vacancy savings for Maintenance Services Worker Position and hold on UV Protection of playground rubber surface; technology being evaluated
5144 (EXP)	Sports Park	428,484	424,476	(4,008)	Program vacancy savings for Maintenance Services Worker Position
3224 (REV)	Public Works	126,000	250,000	124,000	Increase revenue related to public works permits
3614 (REV)	Engineering Inspection	47,811	40,000	(7,811)	Development assumptions changed
3615 (REV)	Engineering Plan Check	207,079	124,186	(82,893)	Development assumptions changed
5171 (EXP)	Engineering	594,268	592,268	(2,000)	Development assumptions changed
Change in Fund Revenues				(1,968,204)	
Change in Fund Expenditures				(2,067,957)	
Net Decrease in Fund Expenditures				(99,753)	
<u>MEASURE M FUND (260)</u>					
5121 (EXP)	Streets	0	35,000	35,000	Pavement Management Plan - Approved by CC on 9/29/20
Increase in Fund Expenditures				35,000	
<u>EXTERNAL IT PROGRAM (460)</u>					
1474 (EXP)	External IT Program	1,073,432	1,022,393	(51,039)	External IT / Internal IT program reorganization
Decrease in Fund Expenditures				(51,039)	
<u>GOLF COURSE FUND (465)</u>					
5985 (EXP)	Transfers-out to Fund 510	0	115,000	115,000	Additional funds for the Bridge at Birch Hills (CIP 7958) and the Parking Lot Rehab at Brea Creek (CIP 7959)
Increase in Fund Expenditures				115,000	
<u>INTERNAL IT PROGRAM FUND (475)</u>					
1471 (EXP)	Information Technology	2,378,724	2,272,189	(106,535)	External IT / Internal IT program reorganization
Decrease in Fund Expenditures				(106,535)	

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>EQUIPMENT & VEHICLE MAINTENANCE FUND (480)</u>					
5161 (EXP)	Equipment Maintenance	2,160,939	2,212,869	51,930	Repair on the reserve Tiller Fire Truck requested on 11/17/20
	Increase in Fund Expenditures			51,930	
<u>BUILDING OCCUPANCY FUND (490)</u>					
5151 (EXP)	Building Maintenance	2,491,303	2,498,863	7,560	Additional security cameras needed for control and storage of cash
	Increase in Fund Expenditures			7,560	
<u>DISPATCH IMPACT FEES FUND (543)</u>					
2133 (EXP)	Dispatch	0	23,590	23,590	Spillman module needed to properly report crime statistics as mandated by DOJ
	Increase in Fund Expenditures			23,590	
<u>AGENCY FUND (630)</u>					
3219 (EXP)	Agency General Administration	3,366	0	(3,366)	Move budget to Admin Services
1432 (EXP)	Agency Accounting	24,561	27,927	3,366	Move budget to Admin Services
	Increase in Fund Expenditures			0	
<u>DISASTER RECOVERY FUND (911)</u>					
3722 (REV)	Refunds/Recovery Prior Year Expense	0	32,081	32,081	Reimbursement from State of California for Unemployment Costs
3569 (REV)	Federal Grants	0	563,387	563,387	CARES Act money received
4311 (EXP)	Administration	0	153,750	153,750	Repurposed Community Services Employees assumed through 12/31/20
5111 (EXP)	Administration	0	168,433	168,433	Expenses related to the COVID19 pandemic
	Increase in Fund Revenues			273,285	
	TOTAL OF FUNDS CHANGE IN REVENUE			(1,372,736)	
	TOTAL OF FUNDS CHANGE IN EXPENDITURES			(1,670,268)	
	TOTAL NET FUND DECREASE IN EXPENDITURES			(297,532)	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2020-21 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2020-21 of the Capital Improvement Program Budget, Resolution No. 2020-11, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 17th day of November, 2020.

Mayor

ATTEST: _____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 17th day of November, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2019-20 CAPITAL IMPROVEMENT PROGRAM BUDGET

November 17, 2020

Account Number			Current Budget	Revised Budget	Funding Required	Description
3985	(REV)	Transfers-in from Fund 465	-	25,000	25,000	
3985	(REV)	Transfers-in from Fund 182	130,000	130,000	-	Additional funding from the Golf Course (465) Fund for the Bridge at Birch Hills Golf Course
7958	(EXP)	New Bridge at Birch Hills Golf Course	130,000	155,000	25,000	
					-	
3985	(REV)	Transfers-in from Fund 465	-	90,000	90,000	
3985	(REV)	Transfers-in from Fund 182	65,000	65,000	-	Additional funding from the Golf Course (465) Fund for the Parking Lot at Brea Creek Golf Course
7959	(EXP)	Parking Lot Improvements at Brea Creek Golf Course	65,000	155,000	90,000	
					-	
3985	(REV)	Transfers-in from Fund 260	650,000	525,000	(125,000)	De-obligate funding from the Measure M (260) Fund and transfer funding to CIP #7702. Engineer estimate can in substantially lower than budgeted.
3985	(REV)	Transfers-in from Fund 220	300,000	300,000	-	
7323	(EXP)	Country Lane Street Rehabilitation	950,000	825,000	(125,000)	
					-	
3985	(REV)	Transfers-in from Fund 260	-	125,000	125,000	Transfer funding from the Measure M (260) Fund from CIP#7323 funding to CIP #7702. Additional funds needed to complete the projects.
3985	(REV)	Transfers-in from Fund 182	25,000	25,000	-	
7702	(EXP)	Regulatory Sign Replacements	25,000	150,000	125,000	
					-	
3985	(REV)	Transfers-in from Fund 420	3,650,000	400,000	(3,250,000)	De-obligate funding from the Water Utility (420) Fund and transfer funding to CIP #7322 and CIP #7430 due to further prioritization of projects
3985	(REV)	Transfers-in from Fund 220	150,176	150,176	-	
7454	(EXP)	Walnut/Orange Ave. Waterline Improvements	3,800,176	550,176	(3,250,000)	
					-	
3985	(REV)	Transfers-in from Fund 420	1,795,270	1,110,270	(685,000)	De-obligate funding from the Water Utility (420) Fund and transfer funding to CIP #7430 and 7458 due to futher prioritization of projects
3985	(REV)	Transfers-in from Fund 220	364,730	364,730	-	
7466	(EXP)	South Brea Neighborhood Water Main Replacement	2,160,000	1,475,000	(685,000)	
					-	
3985	(REV)	Transfers-in from Fund 420	230,000	490,000	260,000	Transfer funding from the Water Utility (420) Fund originally allocated to CIP #7466 and CIP \$7454 to CIP #7430
7430	(EXP)	Moorpark Drive Waterline Improvement	230,000	490,000	260,000	
					-	

Account Number			Current Budget	Revised Budget	Funding Required	Description
3985	(REV)	Transfers-in from Fund 420	500,000	3,750,000	3,250,000	
3985	(REV)	Transfers-in from Fund 260	775,000	775,000	-	
3985	(REV)	Transfers-in from Fund 221	743,000	743,000	-	Transfer funding from the Water Utility (420) Fund originally allocated to CIP #7454 to CIP #7322
3985	(REV)	Transfers-in from Fund 220	550,000	550,000	-	
		Country Hills Pavement & Water				
7322	(EXP)	Rehabilitation	2,568,000	5,818,000	3,250,000	
					-	
3985	(REV)	Transfers-in from Fund 420	1,700,033	2,125,033	425,000	
3985	(REV)	Transfers-in from Fund 260	60,000	60,000	-	Transfer funding from the Water Utility (420) Fund originally allocated to CIP #7466 to CIP #7458
7458	(EXP)	Napoli Tract Water Improvements	1,760,033	2,185,033	425,000	
					-	