



Finance Committee

Tuesday, November 30, 2021

8:30 a.m.

Executive Conference Room
Brea Civic & Cultural Center
1 Civic Center Circle, Brea, California 92821

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

The Finance Committee meeting will be held on November 30, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, November 29, 2021. Any comments received via email will be summarized aloud into record at the meeting.

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 the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Finance Division located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. 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. **November 9, 2021 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

11-09-2021 Draft Minutes

DISCUSSION

3. **Award Maintenance Agreement for the Maintenance of Traffic Signals and Controls throughout the City of Brea** - Award annual Signal Maintenance Agreement to Econolite Systems for the maintenance of traffic signal lights and controls throughout the City of Brea for a one-year period with the opportunity to renew the contract annually for an additional four years.

Attachments

4. **Amendment to the Position Allocation List - Full-time Planning Technician to Full-time Assistant Planner** - Staff recommends that the City Council approve a Resolution amending the Position Allocation List to revert the Full-time Planning Technician to a Full-time Assistant Planner position.

Attachments

Resolution

5. **Orange County Transportation Authority Annual Measure M2 Expenditure Report** - Adopt resolution.

Attachments

M2 Expenditure Report Resolution

Annual M2 Expenditure Report

6. **North Orange County Public Safety Task Force (Collaborative) "Operational Agreement" and "Agreement to Transfer Funds"** - It is recommended that the City Council approve the City of Brea's continued participation in the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) and authorize the City Manager to execute all necessary documents and accept the accompanying funds.

Attachments

09-19-2017 CC Staff Report - N OC Public Safety Task Force

Operational Agreement

7. **Amendment to the Position Allocation List – Add a Full-Time Administrative Clerk Position in the Human Resources Division** - Approve the Resolution amending the Position Allocation List to add a full-time Administrative Clerk position in the Human Resources Division.

Attachments

Resolution

8. **Continuing Disclosure and Arbitrage Calculation Services for the City of Brea** - Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage calculation services for the City of Brea; Authorize the City Manager to execute the agreement; and Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

Attachments

PSA Willdan Financial Services

9. **Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency** - Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage services for the Successor Agency; Authorize the City Manager to execute the agreement; and Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

Attachments

10. Schedule Next Meeting: December 14, 2021

cc: Mayor Steven Vargas and 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: 11/30/2021

SUBJECT: November 9, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

11-09-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, November 9, 2021
8:30 AM**

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, Adam Hawley, Michael Ho, Jason Killebrew, Adam Loeser, Cindy Russell, Bill Bowlus, David Dickinson, Faith Madrazo, Alicia Brenner, Jenn Colacion, Marie Dao and Gillian Lobo

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

CONSENT

2. **October 26, 2021 Finance Committee Regular Meeting Minutes – Receive and filed.**

DISCUSSION

3. **Amendment to the Position Allocation List – One Part-Time Parking Control Officer Position for Brea Police Department – Recommended for City Council approval.**
4. **Foreign Language Proficiency Police Officer Recruitment Incentive Pilot Program – The Committee discussed item and recommended staff alter the incentive payment schedule whereby the first \$2,500 payment would be paid upon successful completion of the required probationary employment period, the second \$2,500 payment would be paid upon the completion of the third year and the final \$5,000 payment would be paid upon the completion of five years of service. Recommended for City Council approval with the aforementioned changes.**
5. **Authorize City Manager to Execute Agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the Tracks at Brea Western Extension Project – Recommended for City Council approval.**
6. **Agreement with Samaritan's Purse for temporary use of Brea Downtown Parking Structure #2 – Recommended for City Council approval.**
7. **Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2021 – Recommended for City Council to receive and file.**
8. **Grant Agreement with State of California Department of Forestry and Fire Protection for Fire Prevention Grant – Recommended for City Council approval.**

9. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2021-22** – *Recommended for City Council approval.*

10. **Schedule Next Meeting:** Tuesday, November 30, 2021

Meeting adjourned: 8:41 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 11/30/2021
SUBJECT: Award Annual Traffic Signal Maintenance Agreement

RECOMMENDATION

Award Annual Traffic Signal Maintenance Agreement

BACKGROUND/DISCUSSION

City of Brea currently has 54 signalized intersections throughout the City. Maintenance of these signals requires specialized training and equipment, which Public Works Department is not equipped to handle. Specifications for this contract call for extraordinary maintenance and repair of traffic signals, as well as a precise preventive maintenance schedule, which will help protect the City from any liability exposure. Preventive maintenance includes monthly inspection of intersection signals, pedestrian crossings, and internal and external equipment operations. Extraordinary maintenance includes signal malfunctions, emergency response, damaged lights and poles, and equipment repairs or replacement.

The current maintenance agreement is with Econolite Systems, who has provided signal maintenance for the City of Brea for over 15 years. The City of Brea currently pays \$3,116.25 per month for routine maintenance. Their contract is set to expire on December 31, 2021.

On October 21, 2021, a Request for Proposal (RFP) was posted to Ciplist.com. An RFP process was used in order to select a contractor based on additional qualifications, such as: ability to perform the work in a safe and timely manner; quality of crews and equipment; past experience; and ability to respond to as-needed emergency work.

Four contractors responded to the RFP on November 2, 2021. Proposals were reviewed by staff to determine their capabilities of furnishing employees and equipment necessary to perform the work at a competitive price, meet City of Brea's requirements for high-quality work, and responsiveness to production goals.

After review of the proposals and pricing, staff ranked the proposals as follows:

<u>Contractor</u>	<u>Routine</u>
Econolite Systems	\$3,070.00
Yunex Traffic	\$3,095.00
Bear Electrical	\$3,610.00
CrossTown Electrical & Data	\$3,352.00

Staff found that all four contractors are capable of performing this service. However, staff feels that Econolite Systems pricing is the most cost-effective for the needs of the City, and their references with other agencies were outstanding. In addition, Econolite has proven to be an exceptional service provider to City of Brea for the past 15 years and their staff is familiar with the City's signal system. Econolite Systems has provided quick responses to the City of Brea in the past on correcting timing issues and replacing damaged signal poles or traffic control equipment when needed. Tracking the repairs made to our signalized intersections is efficiently done through an online maintenance management module. For these reasons, staff recommends awarding the contract to Econolite Systems for the maintenance of traffic signals and controls at locations throughout the City.

SUMMARY/FISCAL IMPACT

Public Works Street Division budgets \$115,000 per year for this service. No additional appropriation is needed.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Will Wenz, Maintenance Superintendent

Concurrence: Michael Ho, P.E., Acting Public Works Director

Attachments

Signal Maint Agreement

AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **ECONOLITE SYSTEMS** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to a Request for Proposals, a proposal was received, Reviewed by Committee, and declared on the date specified in said requests; and

WHEREAS, City did accept the bid of Contractor
and;

WHEREAS, 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 **Traffic Signal Maintenance Throughout The City of Brea.**

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

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of **Traffic Signal Maintenance Throughout The City of Brea.**

Said work to be performed in accordance with general provisions, specifications and standards on file in the office of the Director of Maintenance Services and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Maintenance Services for a period commencing

01/01/2022 – 12/31/2022

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 14 hereof.

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 said documents were set forth in full herein. Said 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 the 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.

3. TERMS OF CONTRACT:

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by City after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with 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 the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The 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, the Contractor shall furnish to the Director of Maintenance Services a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he 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.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with 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 worker's 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 work of this contract."

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

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement – – 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) Owner's and Contractor's Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

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

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

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

c. Each such policy of insurance required in paragraph b 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 the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

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

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

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

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

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

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

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

5. **LABOR CODE COMPLIANCE**: CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall

ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

9. CONTRACTOR'S LIABILITY: 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 the Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The 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.

The 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 the Contractor, his 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 arising from the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The Contractor will promptly pay any judgment rendered against the 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 the Contractor agrees to save and hold the City harmless therefrom.
- c. In the event City is made a party to any action or proceeding filed or prosecuted against the Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

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.

10. 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 said Code.

11. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraph 14 hereof.

12. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the

addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:

Econolite Systems
1938 East Katella Ave
Anaheim, CA 92867

CITY:

Will Wenz, Maintenance Superintendent
City of Brea
545 N Berry Street
Brea, CA 92821

13. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Maintenance Services, upon execution of this Agreement, the name of the individual employed by Contractor designated as the 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. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, 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 1967 = 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.

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 said 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. CONTRACT PRICE AND PAYMENT: City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with the Contractor's proposal dated November 2, 2021. The initial annual contract will be a not-to-exceed amount of \$115,000.00.


18. 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:

State of California

Contractor's License No. 969067

Date: 11/18/2021

By:  CHRISTOPHER J. HANSON
Title OPERATIONS MANAGER

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____

Contractor's Business Phone: 714-666-2295

Emergency Phone at which Contractor can be reached
at any time: 1-800-411-0001

Traffic Signal Maintenance Throughout the City of Brea RFP
CITY OF BREA
October 2021

SECTION VI

BID SCHEDULES

Econolite Systems, Inc.	_____
Company	_____
1250 N. Tustin Avenue, Anaheim, CA 92807	_____
Address	_____
(714) 630-3700	_____
Telephone Number	_____
(714) 630-1973	_____
Fax Number	_____
(800) 225-6480	_____
Emergency Telephone Number	_____
969067	_____
State License Number	_____

City of Brea
Brea Civic & Cultural Center
Number One Civic Center Circle
Brea, California 92821

Gentlemen & Ladies:

The undersigned declares that they have carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for TRAFFIC SIGNAL MAINTENANCE THROUGHOUT THE CITY OF BREA and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete the said and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Traffic Signal Maintenance Throughout the City of Brea RFP
CITY OF BREA
October 2021

SCHEDULE OF WORK ITEMS

Note: Approximate equivalent or quantities on work are estimated.

PRICES TO BE IN EFFECT THROUGH DECEMBER 2022

**Traffic Signal Maintenance
SCHEDULE OF WORK ITEMS**

1. Routine Maintenance:

- | | |
|--|-----------------|
| a. Each signalized intersection per month | \$ <u>54.33</u> |
| b. Each mast arm mounted flashing beacon per month | \$ <u>27.17</u> |

2. Extraordinary Maintenance:

- | | |
|--|------------------|
| a. Replacement of standard circular detector loops including
Sawcut lead-in and cable splicing. (Type EW / Hot Melt) | |
| (Less than 5) | \$ <u>691.05</u> |
| (5 or More) | \$ <u>478.41</u> |
| b. Replace Walkman/Hand Pedestrian Signal to LED modules. | \$ <u>283.61</u> |
| c. Painting of pedestrian heads and signal heads including frameworks
Per signalized intersection, excluding controller and electric service
Cabinets. | |
| (Pedestrian Head) | \$ <u>63.04</u> |
| (Signal Head) | \$ <u>94.57</u> |
| d. Painting of traffic signal controller cabinet and Type II electric
Service cabinet per signalized intersection | \$ <u>558.21</u> |
| e. Painting of traffic signal controller cabinet and Type III electric
Service cabinet per signalized intersection | \$ <u>586.32</u> |
| f. Complete testing of traffic signal controller cabinets including
All internal equipment and written certification. | \$ <u>969.37</u> |
| g. Materials and Parts:
Paid price (from suppliers invoice) plus 15% markup. | |
| h. Conflict monitor test: 4 or more at a time (Normal hours). | \$ <u>90.87</u> |

Traffic Signal Maintenance Throughout the City of Brea RFP
CITY OF BREA
October 2021

LABOR AND EQUIPMENT SCHEDULES *

A. <u>Adjusted Labor Schedule</u>	HOURLY RATES		
	<u>Straight Time</u>	<u>Overtime Rate</u>	<u>Double Time</u>
a. Operations Superintendent (I.M.S.A. Level III)	<u>\$60.00</u>	<u>\$90.00</u>	<u>\$120.00</u>
b. Engineering Technician (I.M.S.A. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
c. Lead person (I.M.S.S. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
d. Traffic Signal Technician -Field (I.M.S.A. Level III)	<u>\$115.00</u>	<u>\$172.50</u>	<u>\$230.00</u>
e. Traffic Signal Technician -Lab (I.M.S.A. Level III)	<u>\$110.00</u>	<u>\$166.00</u>	<u>\$213.35</u>
f. Traffic Signal person (I.M.S.A. Level II)	<u>\$112.00</u>	<u>\$168.00</u>	<u>\$217.35</u>
g. Traffic Signal person Apprentice (I.M.S.A. Level I)	<u>\$90.00</u>	<u>\$135.79</u>	<u>\$171.86</u>
h. Traffic Signal Laborer (I.M.S.A. Level I)	<u>\$90.00</u>	<u>\$135.79</u>	<u>\$171.86</u>
B. <u>Equipment Schedule</u>	<u>Per Hour</u>	<u>Per Day</u>	
a. Pickup Truck	<u>\$5.00</u>	<u>\$40.00</u>	
b. Service Ladder Truck (service/ construction truck)	<u>\$36.00</u>	<u>\$288.00</u>	
c. Boom Truck (crane truck)	<u>\$87.00</u>	<u>\$696.00</u>	
d. Saw Truck	<u>N/A</u>	<u>N/A</u>	
e. Compressor and Tools	<u>\$4.00</u>	<u>\$32.00</u>	
f. Hydraulic Man-Lift (bucket truck)	<u>\$36.00</u>	<u>\$288.00</u>	

Note: Any equipment used but not on the above list will be at the local prevailing rate schedule.

C. Percentage for Overhead and Profit 10 %

* All labor and equipment rates are portal to portal.

Traffic Signal Maintenance Throughout the City of Brea RFP
CITY OF BREA
October 2021

SCHEDULE OF WORK ITEMS

ITEM	QUANTITY	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	MONTHLY AMOUNT IN FIGURES
1.	1	Bid price per signalized Intersection (54 Locations) TOTAL MONTHLY UNIT PRICE WRITTEN IN WORDS	
		\$ <u>Two-thousand, nine-hundred</u> <u>and thirty-three dollars and</u> <u>eighty-two cents</u>	\$ <u>2,933.82</u>
2.	1	Bid price per flashing beacon location(5 Locations) TOTAL MONTHLY UNIT PRICE WRITTEN IN WORDS	
		\$ <u>One-hundred, thirty-five dollars</u> <u>and eighty-five cents</u>	\$ <u>135.85</u>
		TOTAL MONTHLY AMOUNT FOR ITEMS ONE AND TWO ABOVE WRITTEN IN WORDS	
		\$ <u>Three-thousand and sixty-nine</u> <u>dollars and sixty-seven cents</u>	\$ <u>3,069.67</u>

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/30/2021

SUBJECT: Amendment to the Position Allocation List - Full-time Planning Technician to Full-time Assistant Planner

RECOMMENDATION

Staff recommends that the City Council:

1) Approve a Resolution amending the Position Allocation List to reinstate the Full-time Assistant Planner position.

BACKGROUND/DISCUSSION

In November 2019, staff brought forward a request to amend the Position Allocation List to change one of the two authorized Assistant Planner positions to a Planning Technician position. This change provided an opportunity for the then Administrative Intern to contribute her skills to the Planning Division with plan reviews and special projects.

After 14 months, the Planning Technician was promoted and filled the vacant Assistant Planner position, thus leaving the Planning Technician position vacant for the current fiscal year. Staff is requesting to amend the Position Allocation List to change the vacant Planning Technician position back to the Assistant Planner position as originally intended prior to November 2019. This amendment will allow the Planning Division to have two Assistant Planner positions (one currently filled and one which will be filled through the recruitment process in 2022).

In the effort to fill this newly vacant Assistant Planner position, the City is seeking an ideal candidate that has experience with the following:

- Basic entitlement processing including writing staff reports, drafting, and providing presentations to the Planning Commission, hearing officer, and various other committees;
- Writing formal responses including zoning verification letters; and
- Conducting moderate to advanced building and safety plan check reviews.

The successful candidate will focus on the above-mentioned items which are currently performed by the Associate and Senior Planner; however these tasks are more appropriately carried out by an Assistant Planner. Thus, the Associate and Senior Planners will be able to focus on more advanced project processing for projects such as: Brea 265, Simon Mall, and the anticipated processing of a project at the former Bank of America site.

The current and proposed staff levels for the Planning Division are as follows:

	Current Allocation	Proposed Allocation
City Planner	1	1
Senior Planner	2	2
Assistant/Associate Planner	3	4
Planning Technician	1	0
Administrative Clerk I/II	1	1
Total	8	8

SUMMARY/FISCAL IMPACT

The fiscal impact is approximately \$20,030 annually to the City's General Fund (110). Due to vacancy savings realized in the current fiscal year, this increase can be absorbed in the Planning Division General Fund (110) budget for FY 2021-22. However, the additional costs will need to be programmed into future budgets. There is no additional budget appropriation needed at this time.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Linda Sok Tang, Management Analyst II

Concurrence: Jason Killebrew, Community Development Director

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE POSITION ALLOCATION LIST TO CHANGE THE FULL- TIME PLANNING TECHNICIAN TO A FULL-TIME ASSISTANT PLANNER IN THE PLANNING DIVISION.

A. RECITALS:

(i) Section 2.08 of the Brea Municipal Code provides that the City Council share prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.

(ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.

(iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to ensure the efficient economical operation of the various City departments.

(iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

B. RESOLUTION:

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

- (i) Amend the Position Allocation List for FY 2021/2022 to change one full-time Planning Technician position to a full-time Assistant Planner position within the Planning Division of the Community Development Department.

APPROVED AND ADOPTED this 7th day of December 2021.

Mayor

ATTEST: _____
City Clerk

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 Council of the City of Brea, held on the 7th day of December 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/30/2021

SUBJECT: Orange County Transportation Authority Annual Measure M2 Expenditure Report

RECOMMENDATION

Adopt Resolution

BACKGROUND/DISCUSSION

On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30-year program extension of the original Measure M (1991-2011) to fund countywide transportation facility and service improvements by transactions and use tax of one-half of one percent (1/2%). M2 requires that each jurisdiction adopt an annual expenditure report to account for funds expended that satisfy the Measure M Maintenance of Effort (MOE) requirement and expenditures of all activities funded with M2 revenues within six (6) months of the jurisdiction's fiscal year-end.

Each year, the City must provide specific documentation to the Orange County Transportation Authority (OCTA) in order to maintain Measure M2 eligibility for local fair share and competitive grant funding. OCTA is the local transportation authority responsible for administering proceeds of the M2 sales tax. The City of Brea routinely applies for competitive funding through the Comprehensive Transportation Funding Program (CTFP), which is a component of M2. The CTFP brings a number of competitive grant programs through M2 under one set of procedures and guidelines. M2 funds enable the City to undertake significant capital projects that improve the transportation and circulation system in Brea.

In June 2021, the City Council approved and staff submitted all required documentation for the annual M2 eligibility requirements for FY 2021-22. As mentioned previously, this Measure M2 Expenditure Report is required to be submitted within six (6) months of year-end to complete our eligibility requirements. OCTA staff has reviewed a draft of this report and all attachments and provided preliminary approval. By adopting this resolution, the City will maintain its compliance with this requirement.

SUMMARY/FISCAL IMPACT

Continued compliance with the M2 Maintenance of Effort requirement will enable the City of Brea to continue being eligible for Local Fair Share and competitive grant funding. This will have no negative impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Principal Engineer

Concurrence: Michael Ho, P.E., Acting Director of Public Works

Attachments

M2 Expenditure Report Resolution

Annual M2 Expenditure Report

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF BREA

A. RECITALS:

(i) Whereas, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(ii) Whereas, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

(iii) Whereas, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv) Whereas, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v) Whereas, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

B. RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brea does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Brea.
- c) The City of Brea Administrative Services Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2021

PASSED, APPROVED AND ADOPTED this 7th day of December 2021.

Steven Vargas, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

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 2nd day of November 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2021
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ 4,551,865	\$ 22,674
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (44,125)	\$ -
Q Local Fair Share	4	\$ 2,876,550	\$ 143,446
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 42,523	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 7,426,813	\$ 166,120
Monies Made Available During Fiscal Year	14	\$ 1,126,551	\$ 118,406
Total Monies Available (Sum Lines 13 & 14)	15	\$ 8,553,364	\$ 284,526
Expenditures During Fiscal Year	16	\$ 5,782,082	\$ -
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ 1,455,415	\$ 103,116
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (22,092)	\$ -
Q Local Fair Share	20	\$ 1,281,914	\$ 180,263
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 56,045	\$ 1,147
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

P (RTSSP) Balances at Beginning of Fiscal Year adjusted by \$-2,995.2 due to disallowed cost from prior year.

M2 Expenditure Report
Fiscal Year Ended June 30, 2021
Sources and Uses

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ 80,442
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ 44,125	\$ -
Q	Local Fair Share	4	\$ 1,036,157	\$ 36,817
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 46,269	\$ 1,147
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 1,126,551	\$ 118,406
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ 3,096,450	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 22,092	\$ -
Q	Local Fair Share	17	\$ 2,630,793	\$ -
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 32,747	\$ -
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
	Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 5,782,082	\$ -
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ (4,655,532)	\$ 118,406

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2021
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ⁺	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ 60,031	\$ -	\$ -	\$ -	\$ -	\$ 52,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,575
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ 2,319,968	\$ 2,578,606	\$ -	\$ -	\$ -	\$ 833,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732,145
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ 22,092	\$ -	\$ 1,088,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110,325
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ 517,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 517,844
Total Construction & Right-of-Way	10	\$ -	\$ 2,319,968	\$ 3,096,450	\$ -	\$ 22,092	\$ -	\$ 1,921,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,360,314
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 1,361,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,017,945
Total Maintenance¹	16	\$ 1,361,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,017,945
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,747	\$ -	\$ -	\$ 32,747
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,361,501	\$ 2,379,998	\$ 3,096,450	\$ -	\$ 22,092	\$ -	\$ 2,630,793	\$ -	\$ -	\$ -	\$ 32,747	\$ -	\$ -	\$ 9,523,581
Finance Director Confirmation	19	<p>Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.</p> <p>Finance Director initial: _____</p>													

¹ Includes direct charges for staff time² Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2021

I hereby certify that:

- ☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☐ The City of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☐ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☐ The City of Brea has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below¹⁰:
- A) The City/County met the existing FY 2020-21 MOE benchmark dollar amount.
- B) The City/County met a proportional MOE benchmark amount of FY 2020-21 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.

Director of Finance (Print Name)

Date

Signature

¹⁰ An actual General Fund Revenue excerpt from a jurisdiction's Comprehensive Annual Finance Report (CAFR) must be provided as backup documentation.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/30/2021

SUBJECT: North Orange County Public Safety Task Force (Collaborative) "Operational Agreement" and "Agreement to Transfer Funds"

RECOMMENDATION

It is recommended that the City Council approve the City of Brea's continued participation in the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) and authorize the City Manager to execute all necessary documents and accept the accompanying funds.

BACKGROUND/DISCUSSION

Included in the State's 2017 budget, Assembly Bill 97 created the North Orange County Public Safety Task Force, which was formed to bring a regionalized approach to addressing various public safety issues. Initially, the North Orange County Public Safety Task Force consisted of six cities in the North Orange County region, including Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. The bill allocated \$20 million for the task force to be distributed through the Board of State and Community Corrections (BSCC) over a four-year period from July 1, 2017 to June 30, 2021. The bill required that forty percent of the total funding be awarded directly to the law enforcement agencies of the six cities listed above for use on one or more of the following focus areas: 1) intervention and prevention of youth violence; 2) promotion of successful reentry of offenders into the community; and 3) homeless outreach and intervention. The City of Brea used these funds for intervention and prevention of youth violence and homeless outreach and intervention. The bill required the remaining sixty percent be awarded to qualified Community Based Organizations that provide services or programs that address at least one of the three focus areas. The City of Brea funded several Community Based Organizations, including the Brea Boys and Girls Club and the Brea Educational Foundation.

This year, the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) has expanded from six to 11 cities, including Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda. Through the State Budget Act of 2021, the cities, as part of the Collaborative, have been designated to receive \$7,800,000 in the 2021-2022 Corrections Planning and Grant Programs from the Board of State and Community Corrections (BSCC). Consistent with the original Operational Agreement, the funds are to be used for a regional collaborative effort for violence prevention, intervention and suppression activities. Specifically, the purpose for the use of funds is through the use of evidence-based practices in the following areas: 1) programs to address youth violence prevention and intervention in K-12 schools; 2)

promote and enhance the successful reentry of offenders into the community; and 3) address homeless outreach and intervention efforts.

Forty percent of the total funding shall be awarded directly to the law enforcement agencies of the 11 cities listed above for use on one or more of the above-mentioned focus areas. Of this forty percent, the City of Brea will receive \$118,181 for local homeless outreach and intervention. Also, the City of Brea will have the opportunity to request funds from a pool of \$1,664,000 for a regional approach with its partner cities to address homeless outreach and intervention efforts in the region.

Sixty percent of the total funds (\$4,446,000 of the \$7,800,000) must go to Community Based Organizations in the region. The 11 cities and their collaborative Community Based Organizations have agreed to provide the services specified in the use of funds to satisfy the project's requirement. The Collaborative is currently reviewing the Community Based Organizations' applications for funding, and the final determination of awards will be made by the respective Chiefs of Police.

The City of Stanton remains designated as the fiscal agent to administer the funding. The funding period is from October 1, 2021 through June 30, 2023.

SUMMARY/FISCAL IMPACT

The City of Brea will receive \$118,181 to be used for local homeless outreach and intervention. Also, the City of Brea will have the opportunity to request funds from a pool of \$1,664,000 to be used for a regional approach with its partner cities to address homeless outreach and intervention efforts in the region. The City of Stanton remains designated as the fiscal agent to administer the funding. The funding period is from October 1, 2021 through June 30, 2023.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Adam Hawley, Police Chief

Attachments

09-19-2017 CC Staff Report - N OC Public Safety Task Force
Operational Agreement

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/19/2017
SUBJECT: North Orange County Public Safety Task Force Operational Agreement

RECOMMENDATION

It is recommended that the City Council approve the City's participation in the North Orange County Public Safety Task Force and authorize the City Manager to execute all necessary documents and accept the accompanying funds.

BACKGROUND/DISCUSSION

Included in the State's 2017 budget, Assembly Bill 97 created the North Orange County Public Safety Task Force which was formed to bring a regionalized approach in addressing various public safety issues. The North Orange County Public Safety Task Force consists of six cities in the north Orange County region, including Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. The bill allocated \$20 million for the task force to be distributed through the Board of State and Community Corrections (BSCC) over a four-year period from July 1, 2017 to June 30, 2021, and contained the following three focus areas: The intervention and prevention of youth violence;

1. The promotion of successful reentry of offenders into the community; and
2. Homeless outreach and intervention.

The bill requires that forty percent of the total funding be awarded directly to the law enforcement agencies of the six cities listed above, and the remaining sixty percent be awarded to qualified Community Based Organizations (CBO) that provide services or programs that addressed at least one of the three focus areas. The North Orange County Public Safety Coordinating and Advisory Council was formed in accordance with the legislation, and, in addition to the six cities originally named in the bill, includes representatives from the cities of Cypress, La Habra, La Palma, and Yorba Linda. The City of Stanton was designated as the fiscal agent to administer the funding.

The Coordinating and Advisory Council met and agreed that 25 percent of the total CBO funds for this year (\$3 million) will be allocated for regional CBO programs, and the remaining 75 percent of the \$3 million will be equally distributed among the ten cities for local and city specific CBO's. Based on the equal distribution model, a qualified CBO or CBOs in each city will be awarded up to a total of \$224,000 for the 2017-2018 funding cycle. Any excess amount that is not spent by the local CBOs will be allocated back to the regional CBO program efforts.

The funding from the BSCC to the Administrator and respective agencies has not yet been sent, and is not expected until mid-September. At this time, based on the strict guidelines and expediency of time to utilize this cycle's funds, staff is recommending certain CBO programs in

our community. These programs meet the requirements in addition to serving the Brea community's needs. The following is a list of CBOs that are recommended to share Brea's CBO allocation:

- Brea Boys and Girls Club: Provide funding to address academics, athletics, creative arts, digital arts, and at risk programming
- Brea Educational Foundation: Build and staff a new expanded Teen Center at Brea Junior High School (although this project may be changed/amended due to cost constraints)

This fiscal year, after administrative fees paid to the City of Stanton of \$23,333, the Brea Police Department's share of the \$2,000,000 core city allocation will be \$310,000. Staff is recommending these funds be directed toward programs which are authorized by AB 97. These programs include the Homeless Outreach Team and Gang Reduction and Suppression. The funds will be used to cover the personnel costs required to address these critical public safety areas.

FISCAL IMPACT/SUMMARY

City to receive funding in the amount of \$310,000 per year for the next four years to be used for Homeless Outreach and Gang Intervention and Suppression.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jack Conklin, Chief of Police

Attachments

Operational Agreement

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the **NORTH ORANGE COUNTY PUBLIC SAFETY TASK FORCE (herein, the Task Force)** consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using local collaborative effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The Task Force believes that the formation of the **North Orange County Public Safety Coordinating and Advisory Council (herein, the Council)** and the implementation of the **North Orange County Public Safety Services (herein, the Services) (together, the "Project")**, as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Coordinating and Advisory Council

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Council. The Council members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda. The Chair of the Council is the Chief of Police from Buena Park, Chief Corey Sianez, who will facilitate the Council's efforts. The Council will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability.

The Council's support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Quarterly Council meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Programmatic Responsibilities and Fiscal Administrator

The North Orange County Public Safety Services Programmatic and Fiscal Administrator is Soo Elisabeth Kang (herein, the Administrator) who will directly report to the Council as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Council, the Administrator evaluates emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Council's direction.

The Administrator shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Council's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Administrator's responsibilities also include monthly intervention meetings with the community and faith based organizations, the school districts and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention and suppression activities.

North Orange County Public Safety Services

The regional collective impact of the North Orange County Public Safety Task Force includes funded community based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging collaborative impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the Task Force will provide dedicated officers to meet the needs of the Services in the region working collaboratively.

Period

Effective performance period is for four years: **July 1, 2017 through June 30, 2021.**

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the **North Orange County Public Safety Task Force** for a total of **\$20,000,000** over a four- year performance period. Funds are available for encumbrance or expenditure until June 30, 2021. The Task Force agrees that the City of Stanton shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the Task Force with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the North Orange County Public Safety Task Force

We, the undersigned, as authorized representatives of the **cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, Stanton and Yorba Linda**, do hereby approve this document.

Name, Title	Date
City of Anaheim	

William Gallardo, City Manager	Date
City of Brea	

Name, Title	Date
City of Buena Park	

Name, Title	Date
City of Cypress	

Name, Title	Date
City of Fullerton	

Name, Title	Date
City of La Habra	

Name, Title	Date
City of La Palma	

Name, Title	Date
City of Placentia	

Name, Title	Date
City of Stanton	

Name, Title	Date
City of Yorba Linda	

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the Collaborative) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using local collaborative effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The Collaborative believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the Board) and the implementation of the North Orange County Public Safety Services (herein, the Services) (together, the “Project”), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Coordinating and Advisory Board

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from Buena Park, Chief Corey Sianez, who will facilitate the Board’s efforts. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability.

The Board’s support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Programmatic Responsibilities and Fiscal Administrator

The North Orange County Public Safety Services Programmatic and Fiscal Administrator is Soo Elisabeth Kang (herein, the Administrator) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Administrator evaluates

emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Administrator shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Administrator's responsibilities also include monthly intervention meetings with the community-based organizations and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention, and suppression activities.

North Orange County Public Safety Services

The regional collective impact of the North Orange County Public Safety Collaborative includes funded community-based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging collaborative impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the Collaborative will provide dedicated officers to meet the needs of the Services in the region working collaboratively.

Period

Effective performance period is for: October 1, 2021 through June 30, 2023.

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the North Orange County Public Safety Collaborative for a total of \$7,800,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2023 or earlier. The Collaborative agrees that the City of Stanton shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the Collaborative with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the North Orange County Public Safety Collaborative

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Mario Maldonado

DATE: 11/30/2021

SUBJECT: Amendment to the Position Allocation List – Add a Full-Time Administrative Clerk Position in the Human Resources Division

RECOMMENDATION

Approve the Resolution amending the Position Allocation List to add a full-time Administrative Clerk position in the Human Resources Division.

BACKGROUND/DISCUSSION

The Human Resources Division currently has five approved positions in the Position Allocation List (HR Manager, Sr. HR Analyst, HR Analyst, HR Technician, and Administrative Clerk). Historically, the division had two approved HR Technician positions for a total of six approved positions. However, in 2016 the Human Resources Division was asked to hold vacant one of the two budgeted HR Technician positions in order to deal with fiscal challenges facing the organization at the time. The position was never filled after 2016. With some creativity and improved management of the operation, the duties of that position were able to be absorbed. It was not ideal, but the HR division made it work for some time. The current request is to add another Administrative Clerk position for a total of six approved classifications in the Position Allocation list.

The arrival of the COVID-19 pandemic in 2020 significantly impacted the day-to-day operations of the division and affected the ability to serve internal and external customers. Specifically, the last 18 months have required that Human Resources personnel adapt to a changing regulatory landscape and also to the ways in which daily business is conducted. Staff had to become experts in public health matters in an effort to protect the welfare of employees and minimize the spread of COVID-19 in the workplace. In addition, during this time Brea has experienced an increase in retirements and/or separations which in turn has led to more demand for services. As an organization, Brea is facing similar challenges that other public sector employers are facing including a shortage of qualified candidates and a spike in employee retirements.

In general, the Administrative Clerk II position in the Human Resources Division performs a wide variety of general clerical and administrative duties; maintain records; type reports, memorandums, correspondence, and other documents; may perform specialized administrative support duties for a division; and perform other related duties, as assigned. This position will be assigned as the primary contact for COVID-19 related matters and will be handling the ongoing need for contact tracing in order to be in compliance with all Cal/OSHA and Public Health COVID-19 regulations and/or health orders.

it is hopeful that by assigning one dedicated staff member with the primary responsibility for all things COVID-19 related, it will allow other Human Resources personnel to focus on critical tasks to minimize delays to operations. In the next year, HR plans to evaluate the long term needs of the division and to assess the need for another HR Technician or consider adding an HR Specialist position that could serve as a promotional stepping stone for Administrative Clerks. It is also possible that it would be determined that keeping two Administrative Clerk positions is sufficient to address the operational needs of the division.

SUMMARY/FISCAL IMPACT

The addition of a new full-time Administrative Clerk I/II position would cost approximately \$72,707 annually with the fiscal impact to the City's General Fund (110) for the remainder of the current fiscal year being approximately \$43,345. Due to vacancy savings realized in the current fiscal year, this increase can be absorbed in the Human Resources Division General Fund (110) budget for FY 2021-22. No additional budget appropriation is needed at this time.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE POSITION ALLOCATION LIST TO ADD AN ADMINISTRATIVE CLERK POSITION IN THE HUMAN RESOURCES DIVISION.

A. RECITALS:

(i) Section 2.08 of the Brea Municipal Code provides that the City Council share prepare, revise and maintain a position classification plan covering all positions within the classified services, including employment standards and qualifications for each classification.

(ii) The Brea Municipal Code provides that the City Council shall approve a plan of compensation directly correlated to the position classification plan and a rate or range of pay for each classification.

(iii) It is necessary, from time to time, to review and adjust the classification and compensation plan to reflect the changing organizational responsibilities of the City and to ensure the efficient economical operation of the various City departments.

(iv) In order to most effectively implement and monitor the position classification plan, it is necessary, from time to time, to amend the Position Allocation List which specifies the actual number and distribution of authorized positions within the City.

B. RESOLUTION:

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

- (i) Amend the Position Allocation List for FY 2021/2022 to add one full-time Administrative Clerk position in the Human Resources Division of the Administrative Services Development Department.

APPROVED AND ADOPTED this 7th day of December 2021.

Mayor

ATTEST: _____
City Clerk

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 Council of the City of Brea, held on the 7th day of December 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/30/2021

SUBJECT: Continuing Disclosure and Arbitrage Calculation Services for the City of Brea

RECOMMENDATION

1. Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage calculation services for the City of Brea;
2. Authorize the City Manager to execute the agreement; and
3. Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

BACKGROUND/DISCUSSION

As a municipal entity that issues bonds, the City of Brea has an ongoing obligation to meet specific continuing disclosure standards in order to maintain compliance with Federal regulatory requirements. The investment of bond proceeds are also subject to strict regulation in order to ensure that earnings meet the yield restrictions set by Federal regulatory agencies. Continuing disclosure and arbitrage calculation services provided by qualified consultants will ensure that the City of Brea remains in compliance with timely reporting guidelines and arbitrage rebate management.

The City has been able to maintain compliance through the services of qualified independent consulting firms that specialize in the analysis, reporting and calculation of disclosure and arbitrage for outstanding bond debt. These services have been contracted through single-year agreements, subject to applicable fees each year. The cost of services each year is subject to increase as applicable fees go up over time. By issuing an RFP for these services, City Staff can obtain competitive pricing and secure a flat rate over a longer term.

In August of 2021, City Staff issued a Request for Proposals (RFP) to solicit bids from firms that are capable of providing the comprehensive reporting and analysis required to meet our needs. The RFP was released on August 19 via Public Purchase and the public notice was posted on the Purchasing page of the City's website. Over 4,500 emails received a notification of this release, including two firms that have recently provided these services to the City. In September of 2021, the deadline for submissions came and only one firm, Willdan Financial Services, submitted a proposal.

The submittal contained all the required information, which included background, experience and qualifications as well as a proposed fee schedule with a not-to-exceed amount for up to

five years of services. However, between receiving this proposal and reviewing the terms, some changes have occurred to the City's outstanding bond debt. As a result, the total costs will be adjusted accordingly to reflect variations that result from bond refinancing, reaching maturity, defeasance and paying off bond debt.

Also, this agreement represents a consolidation of services. Over the years, multiple firms have been involved in the disclosure reporting and arbitrage calculation service for the City's bond debt. By consolidating these services to a single firm, City staff are able to more effectively manage reporting requirements and track total expenditures for these services.

Upon execution of this agreement, Willdan Financial Services will review the past work completed by other firms in order to determine the appropriate dates and reporting requirements for arbitrage calculation services. The annual cost will be more accurately determined once this review is complete. Arbitrage costs may fluctuate depending on the requirements for the year from \$0 if none are required to \$10,000 if all outstanding bonds require arbitrage calculation.

SUMMARY/FISCAL IMPACT

Staff recommends approval of the agreement between Willdan Financial Services and the City of Brea for disclosure services at an amount not to exceed \$11,250 per year, and arbitrage calculation services at an amount not to exceed \$10,000 per year, for an annual maximum of \$21,250.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

PSA Willdan Financial Services

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

This Professional Services Agreement ("Agreement") is dated **December 7, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Willdan Financial Services a C Corporation** ("Consultant").

RECITALS

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Continuing Disclosure and Arbitrage Calculation Services for the City of Brea.**
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached Attachment 1 to Exhibit A.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$21,250** per year ("Contract Amount"). This annual amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice, which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than **10.00** percent. The **Administrative Services Director, or designee**, is authorized to approve, in writing, contingency work

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

that is below the foregoing limit. Consultant's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Consultant without a written amendment or approval of the **Administrative Services Director, or designee**, shall be deemed to be work included within the Services.

4. Term.

A. The base term of this Agreement shall commence on **December 7, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **December 6, 2022**.

B. City may extend the term of this Agreement by giving written notice to Contractor within 30 days prior to the then-scheduled expiration date for **four (4) additional one-year terms** in its sole discretion. To exercise the extension option, the City shall give written notice to Consultant on or before 30 days before **December 6, 2022**. The extension option shall require **City Manager** approval.

5. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

7. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

9. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If <input checked="" type="checkbox"/>, then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. City hereby designates **Anthony Godoy** or such person's designee, as the City Representative for this Agreement.

B. Consultant hereby designates **Dave Davies**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

**Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

**City
City of Brea
1 Civic Center Circle
Brea, CA 92821**

**Consultant
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590**

**Cindy Russell
CindyR@ci.brea.ca.us
714.671.4418**

**Dave Davies
DDavies@Willdan.com
951.587.3500**

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

21. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements,

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Willdan Financial Services

By: _____
Gladys Medina
Vice President
GMedina@Willdan.com

By: _____
Rebekah Smith
Assist Secretary
RSmith@Willdan.com

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Corporations: 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.]

[Limited Liability Companies: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
Bill Gallardo
City Manager
BillGa@ci.brea.ca.us

By: _____
Harris-Neal, Lillian
City Clerk
LillianHN@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

**Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

**EXHIBIT A
Scope of Services Requirements**

Consultant must fulfill each and every one of the following services, specifications, and requirements.

1. Continuing Disclosure Services

A. Obtain all data as required in the Continuing Disclosure Certificate (Certificate) for all outstanding municipal debt and any future issuances that require ongoing disclosure to complete the Annual or Semi-Annual Report (Report).

B. Prepare the reports in a format acceptable to the City that includes the requirements of the Certificate. The report must be submitted to the City for approval no less than 5 days prior to the deadline.

C. Disseminate filings, including the Audited Financial Statement, with the Municipal Securities Rulemaking Board (MSRB) through Electronic Municipal Market Access (EMMA) website of the MSRB or any successor repository to meet the filing deadline as defined in the Certificate.

D. Obtain confirmation of the filing of the Certificate and Audited Financial Statements with EMMA.

E. Provide copies of the completed Reports and confirmation of filings with EMMA to the City.

F. Prepare and submit material event notices with EMMA, forwarding the notice and confirmation to the City.

G. Prepare and submit the annual debt transparency report required by the California Debt and Investment Advisory (CDIAC), in compliance with SB 1029.

2. Arbitrage Calculation Services

A. Provide arbitrage compliance planning.

B. Verify bond issue(s) are subject to rebate requirements; calculate the amount of the City's arbitrage liability and deliver the appropriate documentation required to support calculations.

C. Provide investment yield comparisons.

D. Prepare the appropriate IRS tax filings associated with each calculation, as needed.

E. Provide a written report describing the calculation method used, assumptions, conclusions, and any recommendations for changes in the City's

Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

recordkeeping for expenditures and/or investments. The written report must also include the statement that the methodology used is consistent with current federal tax law and regulations and may be relied upon by the City in determining its arbitrage rebate liability.

F. Advise the City on changes in related federal or state regulations and/or consult with City staff, bond counsel, financial advisor, and trustee/paying agent as directed regarding arbitrage-related matters.

G. Assist the City in the event of an IRS inquiry.

3. Other reporting

A. Other reporting required by debt agreements of the City and Successor Agency must be monitored by the firm and attended to in a timely manner. These include reporting to the issuer for private placement debt.

B. Any other reporting that may become required from time to time, such as the recent expansion of CDIAC reporting.

End of this Exhibit

**Professional Services Agreement
Contract # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

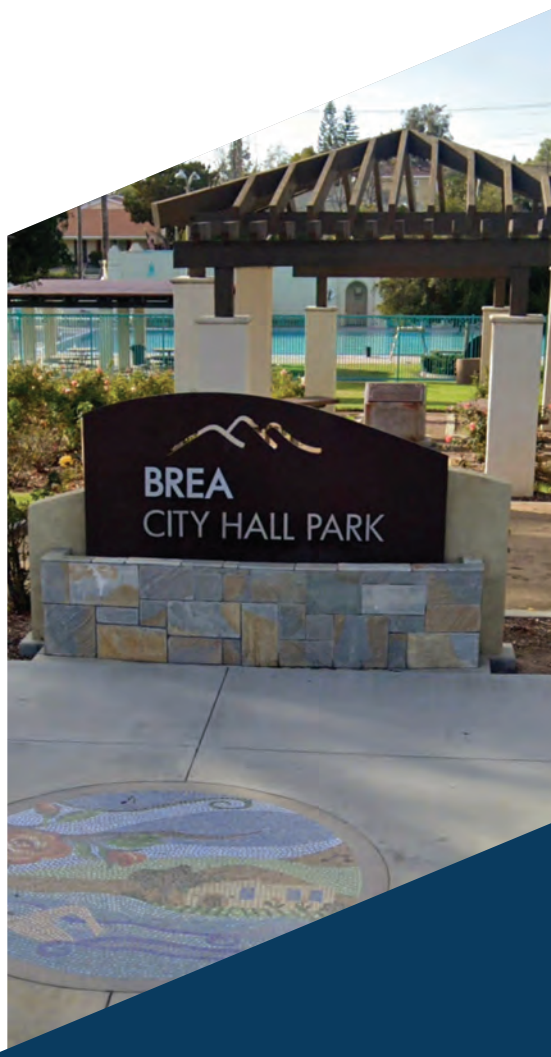
**Attachment 1 to Exhibit A
CONSULTANT'S PROPOSAL AND FEE SCHEDULE
(attached)**

City of Brea

Proposal

RFP No. 2021.08.19.001 Continuing Disclosure and Arbitrage Calculation Services

September 16, 2021



27368 Via Industria, Suite 200
Temecula, CA 92590-4856
951.587.3500 | 800.755.6864 | Fax: 951.587.3510

www.willdan.com

Table of Contents

1. Introduction Section	1
Letter of Transmittal	2
2. Qualifications Section	4
Background	5
Experience.....	6
Qualifications	7
Understanding.....	8
3. Technical Section	11
Approach.....	11
Proposed Schedule	13
4. Cost Section.....	14
Price Form A-1 - Arbitrage Services (City)	15
Price Form A-2 - Arbitrage Services (Successor Agency)	16
Price Form B-1 - Continuing Disclosure Services (City)	17
Price Form B-2 - Continuing Disclosure Services (Successor Agency)	18
Future Reporting Cost	19
5. Forms Section	22

1. Introduction Section

Letter of Transmittal

September 16, 2021

Mr. Neil H. Groom
Procurement & Contracts Administrator
City of Brea
1 Civic Center Circle
Brea, California 92821

RE: *Proposal to Provide Continuing Disclosure and Arbitrage Calculation Services to the City of Brea*

Dear Mr. Groom:

In response to the City of Brea's Request for Proposal ("RFP") for Continuing Disclosure and Arbitrage Calculation Services, Willdan Financial Services ("Willdan") is proud to submit the following proposal, identifying our project knowledge specific to the City's debt issues, scope of services, and the experience and qualifications of proposed staff and the firm.

Willdan understands that an objective of this competitive process is to consolidate these services and assign them to a single consultant. We possess the depth of staffing resources and advanced technology necessary to effectively execute the volume of work, on time and within budget, with a focus on responsive service to City staff and residents. ***Furthermore, none of the requested services will be outsourced to a subcontractor.***

Willdan is the best partner to assist the City with these important services for the reasons detailed below.

Local Familiarity — Willdan has a previous relationship with the City through continuing disclosure services. Our staff has acquired unmatched firsthand knowledge of mechanisms specific to the City. As a result, we are able to anticipate any trends, for transparent reporting and preventing potential reporting errors due to the transfer of reporting obligations to a firm that isn't familiar with the City's reporting requirements/data availability.

Our relationship with the City will allow Willdan to conduct this engagement in a cost-effective and efficient manner. Continuing this partnership also allows City staff to focus its time on direct City operations, rather than on training consultants on each of the nuances of the City's and Successor Agency's bond issues.

Tenured Core Team — Willdan understands that consistency of staff designated as "key" to a project is vital. Our approach to each engagement involves bringing together a committed core team to be responsive to client needs to form a cohesive and flexible unit. For that reason, we have assembled a tenured team possessing over 100 years of experience. Group Manager Gladys Medina will serve in the role of Engagement Director, ensuring deliverables are completed on time and within budget and that adequate resourcing is available. Assistant Director Steve Bearce will manage arbitrage rebate services and Assistant Director Dave Davies will continue to provide disclosure services. These individuals will be supported by a team of analysts and subject matter experts to provide a depth of experience and stability that will successfully fulfill the demands of the identified debt issue services.

Willdan staff members possess intimate, detailed knowledge of the City's disclosure processes and are familiar with the work practices and preferences of City staff. Their extensive experience will allow for quick responses to staff questions and requests; and provides high-quality product deliverables, with minimal impact on valuable City staff time.

Technological Innovations – Willdan is the only arbitrage rebate vendor to offer an online Compliance Management System designed to expedite the flow of information and promote the conservation of natural resources. This system provides the City with immediate access to completed reports, which can then be passed electronically to auditors or other interested parties; thus reducing paperwork. Willdan demonstrated its industry leadership by being one of the first firms to post continuing disclosure documents on the Internet and by setting up a subscription service that automatically notifies subscribers when a new report is published.

Furthermore, Willdan has read, understands and takes no exception to the RFP or the terms of the City's Standard Professional Services Agreement. Willdan's proposal is firm and irrevocable.

We are confident this submittal clearly demonstrates that Willdan and our proposed staff possess the core competencies, depth of resources, experience, and institutional knowledge required to successfully conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Assistant Director Dave Davies directly at (951) 587-3520 or via email at ddavies@willdan.com. We look forward to hearing from you.

Sincerely,

WILLDAN FINANCIAL SERVICES



Mark Risco
President & CEO



2. Qualifications Section

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM F
RESPONDENT QUALIFICATIONS RESPONSE FORM

Willdan Financial Services

(Respondent's Company Name)

Respondents must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

Willdan Financial Services, 27368 Via Industria, Suite 200, Temecula, CA 92590. Phone (951) 587-3500, Fax (951) 587-3510. Email: sbearce@willdan.com, ddavies@willdan.com. Website: Willdan.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

MuniFinancial, 22 years

Willdan Financial Services, 13 years

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Willdan Financial Services is a wholly owned subsidiary of Willdan Group, Inc., a publicly traded company.

- E. Person(s) authorized to make commitments for your company.

Mark Risco, President & CEO

Gladys Medina, Vice President

Chris Fisher, Vice President

- F. Special recognition or awards.

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

None.

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

Willdan specializes in post-issuance compliance reporting, particularly continuing disclosure and arbitrage rebate. We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program.

Willdan's arbitrage consulting service offers more than a simple accounting of your rebate liability. We provide plain language reports that summarize critical data and document investment decisions and use of bond proceeds. In addition, we offer an efficient document repository and retrieval system that is constantly updated to accommodate changing technology. Finally, all of our clients receive free access to a web-based Compliance Monitoring System that helps your staff keep track of critical compliance dates, rebate positions, and much more.

Our references are included on Standard Form A.

B. Familiarity with state and federal procedures.

Properly addressing the information concerns of the SEC generally involves more than simply uploading Audited Financial Statements to EMMA. Well considered continuing disclosure reports that fulfill all requirements laid out in the Official Offering combined with timely submission is key to a successful bond program. All arbitrage reports are put through a triple-tiered quality review process that ensures the accuracy of our computations. In addition, our procedures have been reviewed by several major bond law firms and the IRS and have been consistently found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

C. Experience working with public agencies.

Willdan has approximately 600 employees including financial analysts, licensed engineers, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

We provide top-notch Continuing Disclosure and Arbitrage Rebate services with excellent client service. We encourage you to contact our references regarding our work.

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

Willdan Group Inc. is a publicly traded firm, incorporated in California. Company financial reports can be found at ir.willdangroup.com.

B. Demonstrated Technical Ability.

A comprehensive continuing disclosure program begins with an understanding of historic management and strategic intent. At Willdan, our process includes:

- Review of annual reporting and dissemination policies and procedures;
- Analysis of data for accuracy, materiality, and appropriateness;
- Identification of critical events, trends, and media publicity that could influence investor decision making;
- Triple-tiered quality review;
- Fully articulated story of the bonds highlighting financial and operating trends;
- Easy to follow report format; and
- Real time answers to staff and investor questions.

Properly calculating an arbitrage rebate liability involves more than accurate data entry. We pay close attention to the valuation of the reserve fund investments, the proper application of the allowable exceptions and special elections, and the computation of bond yield for the variable rate debt.

Other items we review and comment on, if necessary, include:

- Yield restricted investments;
- Investment in tax-exempt securities - which must be excluded from the computation of arbitrage rebate; and
- Non-qualified administrative costs, such as legal fees, custody costs, general overhead, salaries, office expense, and rebate computing costs.

C. Capability of developing innovative or advanced techniques.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

Willdan uses proprietary software developed and enhanced over the past 35 years specifically dedicated to the analysis of arbitrage rebate liabilities.

An advantage found in our disclosure practice is our history of reporting via the various repositories. Our familiarity with EMMA and the other sites previously used to house disclosure data means we can provide an efficient and cost-effective review of past filings prior to the issuance of your next bond.

D. Special qualifications, training, credentials.

The analysts at Willdan have a solid foundation in arbitrage rebate reporting developed from top accounting firms, university level study and on the job training. Our analysts have performed arbitrage rebate analysis for all types of tax-exempt bond structures including fixed and variable rate debt, advanced refundings, multi-purpose bonds, integrated and super-integrated SWAPs and other derivative based transactions. We have extensive experience with multi-year parity reserve allocations and transferred proceeds analysis for advance refunding bonds.

Willdan has provided Continuing Disclosure Reporting Services since the inception of the regulations in 1995. We have prepared and disseminated continuing disclosure reports for issuers of all sizes with varying levels of sophistication. We have extensive knowledge and experience with preparing and filing annual reports, financial statements, budgets, and event notices. Our analysts are well versed in filing documents in the correct categories on EMMA, and ensuring all filings are completed on or before the due dates.

E. Staff names, titles, role, qualifications, and experience assigned to this Project.

Dezirae Webb, Senior Project Analyst, 14 years experience

Letty Marquez, Senior Analyst, 23 years experience

Candace Heiser, Senior Analyst, 12 years experience

F. Designated project manager assigned to this Project.

Dave Davies, Assistant Director, 16 years experience

Steve Bearce, Assistant Director, 21 years experience

4. Understanding.

Provide the following information relative to required services:

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

- A. Understanding of the work to be done based on this Solicitation.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

- B. Include issues that you believe will require special consideration for this Project.

No issues will require special consideration for this project.

- C. Identify unique approaches or strengths your company has relative to required services.

The arbitrage compliance program Willdan offers addresses all requirements of the arbitrage rebate and yield restriction rules, provides for the testing and application of exceptions to these rules, and facilitates documentation, audit, and training necessary for the City to maintain compliance with the Internal Revenue Code and the U.S. Treasury Regulations.

The diversity of our client base is what has pushed Willdan to become a leader in the industry-wide effort to improve the quality and content of municipal securities information and our reputation for delivering high-quality continuing disclosure projects on time and within budget is unsurpassed.

5. Approach.

Provide the following information relative to required services:

- A. Understanding of the work to be done.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

- B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program and provide accurate arbitrage rebate calculations.

- C. Names and titles of key management personnel.

Dave Davies, Assistant Director

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

Steve Bearce, Assistant Director

- D. Team to be assigned for these services.

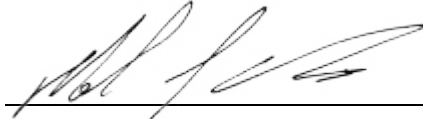
Dezirae Webb, Senior Project Analyst

Letty Marquez, Senior Analyst

Candace Heiser, Senior Analyst

Submitted by:

Signature: _____



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

3. Technical Section

Approach

We understand that outsourcing these services is an important consideration for the City. Rest assured, our experience is extensive. Willdan is a service oriented firm that delivers a quality product to public agencies and, ultimately, to the public. We specialize in approaching an agency's needs with a thorough knowledge of the start to finish requirements of the project at hand. We have a thorough background that includes developing financing policies; implementing funding through districts, rates, charges, and fees; and complying with SEC and IRS requirements for outstanding bond issues.

Our services focus on quality control through the utilization of current technology and the discernment of recent legislation. Willdan's clients include more than 800 cities, counties, state agencies, port authorities, housing agencies, special districts, and school districts in 43 states.

Continuing Disclosure Services

At the City's direction, Willdan will continue to provide assistance and advice specific to ongoing continuing disclosure matters. With regard to the City's and Successor Agency's outstanding debt financings, Willdan will support the City and the Successor Agency in preparing annual continuing disclosure reports. As well as, help the City and the Successor Agency provide required financial and operating data requested by investors and/or required by the bond documents to keep securities holders informed of the investment quality of each debt issue. Willdan will also assist the City and the Successor Agency in responding to questions from investors and other market participants.

Willdan will collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, Annual Continuing Disclosure Information Statement, and prior CDIAC report, if applicable. We will collect data and other third-party information required to be included in the continuing disclosure report and CDIAC Report directly from the City, trustees, fiscal agents, state and county agencies and others and review the information for accuracy and compliance with continuing disclosure documents.

Willdan will create a draft of the continuing disclosure report and CDIAC Report for review and will discuss with City and Successor Agency staff any relevant issues. We will provide timely continuing disclosure report filings to the municipal market and timely report filings of CDIAC reports to the State of California. We will prepare Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2-12(b) and prepare supplemental continuing disclosure reports, as necessary. Willdan will monitor information releases from CDIAC, the SEC and the MSRB regarding enforcement actions and regulatory changes.

Project Disclaimer

In regard to the services proposed herein, the City of Brea further represents, acknowledges and agrees that:

- (i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Arbitrage Calculation Services

Willdan is an innovator in the field of electronic compliance management, and plain language reporting. We have extensive experience with arbitrage rebate analysis for all types of tax-exempt bond structures and strive to present our analysis in a format that is easy to understand and offers the tools necessary to effectively manage tax exempt debt.

The financial analysts at Willdan have a solid foundation in post issuance compliance reporting approach that was developed from top accounting firms, university level studies, and on the job training. From the simple to the complex, Willdan has, since 1988, performed thousands of calculations on a wide variety of bond structures.

Willdan staff members maintain memberships in multiple industry organizations, including the National Association of Bond Lawyers (NABL), the Government Finance Officers Association (GFOA), and the National Federation of Municipal Analysts (NFMA) — just to name a few.

Our experience is extensive, and our methodology sound. Our approach has been reviewed by several major bond law firms and by the Internal Revenue Service; whereupon, our approach has been found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

Willdan is the only arbitrage rebate provider to offer an online compliance management system that is designed to provide immediate access to liability accruals, investment information, and completed reports. This system, which is accessed via our website, provides issuers with an ecological and expeditious way to manage the flow of bonded debt information; and provides the necessary safeguards against natural disasters.

Willdan does not use a “canned” software program to calculate arbitrage rebate liabilities. Our arbitrage rebate reports are designed to increase understanding of arbitrage liabilities and, wherever possible, minimize the lost opportunity associated with under investing. We produce our reports by utilizing proprietary Excel spreadsheets that create the necessary flexibility to manipulate transactional detail to take advantage of allowable exceptions and credits, thereby reducing a positive arbitrage liability by every permissible means.

As such, collectively, our team will provide the City of Brea with the requisite experience and technical knowledge in Continuing Disclosure and Arbitrage Calculation services to successfully complete this project.

Proposed Schedule

Continuing Disclosure Schedule

The timeline below outlines the estimated completion dates specific to continuing disclosure reporting.

Continuing Disclosure Reporting Proposed Project Timeline	
Expected Completion Date	Description
January	Willdan requests specific data needed from City.
January	Willdan gathers required data and prepares continuing disclosure reports for internal review.
End of January	Willdan provides draft continuing disclosure reports to City for review. The reports are due between the end of February and the end of March.
End of February to end of March	Willdan disseminates continuing disclosure reports on EMMA (reports due between the end of February and the end of March).
End of February to end of March	Willdan provides final drafts of continuing disclosure reports that were disseminated along with formal dissemination certificates.
Ongoing	Willdan monitors rating agency websites for any changes to City debt ratings.
Ongoing	Willdan prepares and disseminates Listed Event notices on EMMA to reflect any rating changes or numerated events.

Arbitrage Calculation Schedule

The schedule below outlines the estimated completion dates specific to arbitrage rebate computations. At Willdan an annual arbitrage analysis takes approximately 30 to 45 days to complete. This of course depends upon data being available when requested. Situations requiring immediate attention will be prioritized as needed.

Arbitrage Rebate Proposed Project Timeline	
Estimated # of Weeks	Description
At Contract Signing	Project Set-Up and Online Access Test
Weeks 1 - 3	Arbitrage Rebate and Yield Restriction Analysis
Weeks 1 - 3	Review and Assess Analysis Outcome
Weeks 4 - 5	Conclusions, Recommendations and Action Plan
Weeks 4 - 5	Deliver Completed Report and Review Results
As Needed	Prepare IRS Forms/Audit Support

4. Cost Section

- i. Included on the following pages are the RFP price forms:
 - Price Form A-1 – Arbitrage Services (City)
 - Price Form A-2 – Arbitrage Services (Successor Agency)
 - Price Form B-1 – Continuing Disclosure Services (City)
 - Price Form B-2 – Continuing Disclosure Services (Successor Agency)
- ii. The costs listed on the following price forms include all costs to be charged to the City to perform the Scope of Services based upon current reporting requirements.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-A1
ARBITRAGE SERVICES
(CITY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (City)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
Total	Maximum Costs-5-year Total (add above lines)	\$25,200

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-A2
ARBITRAGE SERVICES
(SUCCESSOR AGENCY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (SUCCESSOR AGENCY)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
Total	Maximum Costs-5-year Total (add above lines)	\$25,200

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-B1
DISCLOSURE SERVICES
(CITY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Disclosure Services (City)	Rate
1	Maximum Costs-Annually	\$7,450
2	Maximum Costs-Annually	\$7,450
3	Maximum Costs-Annually	\$7,450
4	Maximum Costs-Annually	\$7,450
5	Maximum Costs-Annually	\$7,450
Total	Maximum Costs-5-year Total (add above lines)	\$37,250

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-B2
DISCLOSURE SERVICES
(SUCCESSOR AGENCY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Disclosure Services (SUCCESSOR AGENCY)	Rate
1	Maximum Costs-Annually	\$6,900
2	Maximum Costs-Annually	\$6,900
3	Maximum Costs-Annually	\$6,900
4	Maximum Costs-Annually	\$6,900
5	Maximum Costs-Annually	\$6,900
Total	Maximum Costs-5-year Total (add above lines)	\$34,500

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

iii. Included below are pricing tables for future debt issuances and Willdan's hourly rate table.

Continuing Disclosure

Disclosure Services	Fee
Engagement Fee for New Issues	\$250 per Issue
Base Annual Report Fee	
Revenue Bonds	\$1,250
Community Facilities District Bonds	\$1,250
Tax Allocation Bonds	\$1,850
Annual Dissemination per Report	\$100
Incremental Fee per Parity Issue	\$450
Supplemental/Amended Reports	\$250 per Report
Notice of Occurrence of Listed Events	\$250 per Notice
Annual Third-Party Expenses	At Cost plus 10%
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	\$300 per Report
CDIAC Yearly Transparency Report (due annually in January) (while proceeds are outstanding)	\$950 per Report
CDIAC Yearly Transparency Report (due annually in January) (once proceeds are fully expended)	\$250 per Report

Arbitrage Calculation

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services will apply:

Arbitrage Services	Fee
Engagement Fee. One-time fee charged for newly contracted issues.	\$500
Base Fee. Annual report.	\$1,000 - \$1,500
Base Fee. Installment report.	\$2,000
Data Analysis in Excess of 12 months. Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	\$250 per year
Yield Restriction Computation. If we determine that a yield reduction payment is due on yield restricted nonpurpose investments, an additional fee will be charged to analyze and determine the yield reduction payment due.	\$500 per fund
Spending Exception Analysis. The Regulations offer a few exceptions to the arbitrage rebate rules if the proceeds of a bond issue are spent within a specific time frame.	\$500 per period
Commingled Funds Analysis. Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	\$250 per fund
Parity Reserve Allocation. Bonds that have been issued on parity that require an allocation of the reserve fund.	\$250 per fund
Transferred Proceeds Analysis. The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	\$250 per fund
Non-Bona Fide Debt Service Fund. Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	\$500 per fund
Request for Refund of Overpayment	\$150 per hour
IRS Audit Assistance	\$150 per hour
Online Compliance Management System	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge

Hourly Rates

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Principal Engineer	\$ 210
Group Manager	200
Assistant Director	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

5. Forms Section

The standard forms requested in the RFP, listed below, are included on the following pages.

1. Standard Form A - References Form
2. Standard Form B – Subcontractors List-Standard Form
3. Standard Form C – Statement of Compliance or Exceptions Form
4. Standard Form D – Status of Past and Present Contracts Form
5. Standard Form E – Insurance Commitment Form
6. Standard Form G – Firm Offer Form

Standard Form F – Respondent Qualifications Response Form is included in the Qualifications Section above.

Price Forms A-1, A-2, B-1, and B-2 are included in the Cost Section above.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM A
REFERENCES FORM

Willdan Financial Services

(Respondent's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Respondent from further consideration.**

1. Company Name	City of Murrieta
Address, City, State, Zip	1 Town Square, Murrieta, CA 92562
Contact's Name & Title	Mr. Javier Carcamo, Director of Finance
Contact's Phone #	(951) 461-6090
Contact's Email	jcarcamo@MurrietaCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
2. Company Name	City of Indian Wells
Address, City, State, Zip	44-950 Eldorado Drive, Indian Wells, CA 92210
Contact's Name & Title	Mr. Kevin McCarthy, Finance Director
Contact's Phone #	(760) 776-0235
Contact's Email	kmccarthy@indianwells.com
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
3. Company Name	City of Perris
Address, City, State, Zip	101 North "D" Street, Perris, CA 92570
Contact's Name & Title	Mr. Ernest Reyna, CPA, Finance Director
Contact's Phone #	(951) 943-4610 ext. 244
Contact's Email	ereyna@cityofperris.org
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
4. Company Name	City of Rancho Mirage
Address, City, State, Zip	69-825 Highway 11, Rancho Mirage, CA 92270
Contact's Name & Title	Mr. Kofi Antobam, Director of Administrative Services
Contact's Phone #	(760) 324-4511
Contact's Email	kofia@RanchoMirageCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed

Duplicate this form as necessary.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM

Willdan Financial Services

(Respondent's Company Name)

Provide information requested below.

☒ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

Duplicate this form as necessary to complete list.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services

(Respondent's Company Name)

Select one:

X No Exceptions

By checking the above box, Respondent declares its Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement.

With Exceptions

By checking the above box, Respondent declares its Proposal was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement, in which case **Respondent must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	*City Response
-------------------	--------------------------------	-----------------------------	-------------------

*City will respond to each exception with A)cccepted or D)enied response.

Respondent acknowledges that City may accept or reject any or all of Respondent's listed exceptions or reject the Respondent's entire Proposal that contain any exceptions.

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services

(Respondent's Company Name)

X No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Respondent declares that the Respondent has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Respondent declares that the Respondent has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Respondent must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Respondent acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Proposals wherein Respondent has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM E
INSURANCE COMMITMENT FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services

(Respondent's Company Name)

Respondent acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

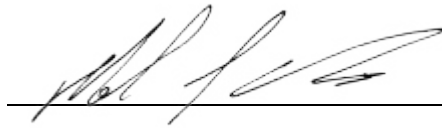
City's acceptance and/or approval of Respondent's insurance documents does not and shall not be construed to relieve Respondent of any obligations, responsibilities or liabilities under any resulting Contract.

Respondent's failure to comply with the required insurance as set forth in the Insurance Requirements section of the Agreement will be a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Respondent's default.

Respondent will be required to acquire required insurance set forth in the Insurance Requirements section of the Agreement.

Respondent certifies, represents, and commits to all the Insurance Requirements section of the Agreement.

Signature: _____



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM G
FIRM OFFER FORM**

Willdan Financial Services

(Respondent's Company Name)

FIRM OFFER made by Consultant to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Proposal on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope of Services/Work, all attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Proposal by executing the attached Agreement.

Business Name: Willdan Financial Services

Business Address: 27368 Via Industria, Suite 200, Temecula, CA 92590

Federal ID#: 33-0302345

If any work is a Public Works

Business Type 2

(Consultant enter a number)

Contractor Lic#:

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:



Name Mark Risco

Title President & CEO

Email mrisco@willdan.com

By:



Name Rebekah Smith

Title Assistant Secretary

Email rsmith@willdan.com

Date Signed: 9/15/2021_____

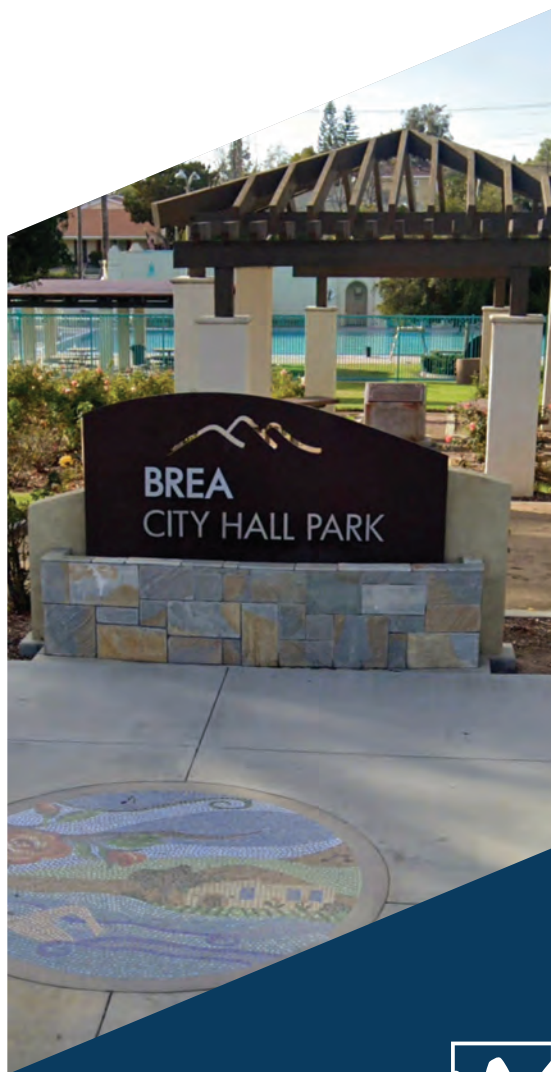
Date Signed: 9/15/2021_____

CORPs: Chairperson, President, Vice
President;
LLCs: Manager

CORPs: Secretary, Assist. Secretary, Chief
Finance Officer, Assist. Treasurer
LLCs: Manager

[Corporations: 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.]

[Limited Liability Companies: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]



City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 11/30/2021

SUBJECT: Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency

RECOMMENDATION

1. Approve the agreement with Willdan Financial Services to provide disclosure and arbitrage services for the Successor Agency;
2. Authorize the City Manager to execute the agreement; and
3. Authorize the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

BACKGROUND/DISCUSSION

As a municipal entity that issues bonds, the Successor Agency to the Brea Redevelopment Agency has an ongoing obligation to meet specific continuing disclosure standards in order to maintain compliance with Federal regulatory requirements. The investment of bond proceeds are also subject to strict regulation in order to ensure that earnings meet the yield restrictions set by Federal regulatory agencies. Continuing disclosure and arbitrage calculation services provided by qualified consultants will ensure that the Successor Agency remains in compliance with timely reporting guidelines and arbitrage rebate management.

The Successor Agency has been able to maintain compliance through the services of qualified independent consulting firms that specialize in the analysis, reporting and calculation of disclosure and arbitrage for outstanding bond debt. These services have been contracted through single-year agreements. Each year we are subject to any rate increases that may have gone into effect. By issuing an RFP for these services, City Staff can obtain competitive pricing and secure a flat rate over a longer term.

In August of 2021, City Staff issued a Request for Proposals (RFP) to solicit bids from firms that are capable of providing the comprehensive reporting and analysis required to meet our needs. The RFP was released on August 19 via Public Purchase and the public notice was posted on the Purchasing page of the City's website. Over 4,500 emails received a notification of this release, including two firms that have recently provided these services to the City.

In September of 2021, the deadline for submissions came and only one firm, Willdan Financial Services, submitted a proposal. The submittal contained all the required

information, which included background, experience and qualifications as well as a proposed fee schedule with a not-to-exceed amount for up to five years of services.

The proposed agreement represents a consolidation of services. Over the years, multiple firms have been involved in the disclosure reporting and arbitrage calculation service for the Successor Agency's bond debt. By consolidating these services to a single firm, City staff are able to more effectively manage reporting requirements and track total expenditures for these services.

Upon execution of this agreement, Willdan Financial Services will review the past work completed by other firms in order to determine the appropriate dates and reporting requirements for arbitrage calculation services. The annual cost will be more accurately determined once this review is complete. Arbitrage costs may fluctuate depending on the requirements for the year from \$0 if none are required to \$4,000 if all outstanding bonds require arbitrage calculation.

SUMMARY/FISCAL IMPACT

Staff recommends approval of the agreement between Willdan Financial Services and the Successor Agency for disclosure services at an amount not to exceed \$6,900 per year, and arbitrage calculation services at an amount not to exceed \$4,000 per year, for an annual maximum of \$10,900.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

PSA Willdan Financial Services

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

This Professional Services Agreement ("Agreement") is dated **December 7, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Willdan Financial Services a C Corporation** ("Consultant").

RECITALS

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Continuing Disclosure and Arbitrage Calculation Services for the Successor Agency to the Brea Redevelopment Agency.**
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached Attachment 1 to Exhibit A.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$10,900** per year ("Contract Amount"). This annual amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice, which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than **10.00** percent. The **Administrative**

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

Services Director, or designee, is authorized to approve, in writing, contingency work that is below the foregoing limit. Consultant's monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by Consultant without a written amendment or approval of the **Administrative Services Director, or designee**, shall be deemed to be work included within the Services.

4. Term.

A. The base term of this Agreement shall commence on **December 7, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **December 6, 2022**.

B. City may extend the term of this Agreement by giving written notice to Contractor within 30 days prior to the then-scheduled expiration date for **four (4) additional one-year terms** in its sole discretion. To exercise the extension option, the City shall give written notice to Consultant on or before 30 days before **December 6, 2022**. The extension option shall require **City Manager** approval.

5. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

7. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

9. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If <input checked="" type="checkbox"/>, then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. City hereby designates **Anthony Godoy** or such person's designee, as the City Representative for this Agreement.

B. Consultant hereby designates **Dave Davies**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

**Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services**

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

**City
City of Brea
1 Civic Center Circle
Brea, CA 92821**

**Consultant
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590**

**Cindy Russell
CindyR@ci.brea.ca.us
714.671.4418**

**Dave Davies
DDavies@Willdan.com
951.587.3500**

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

21. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements,

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services**

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Willdan Financial Services

By: _____
Gladys Medina
Vice President
GMedina@Willdan.com

By: _____
Rebekah Smith
Assist Secretary
RSmith@Willdan.com

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Corporations: 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.]

[Limited Liability Companies: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
Bill Gallardo
City Manager
BillGa@ci.brea.ca.us

By: _____
Harris-Neal, Lillian
City Clerk
LillianHN@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

EXHIBIT A
Scope of Services Requirements

Consultant must fulfill each and every one of the following services, specifications, and requirements.

1. Continuing Disclosure Services

A. Obtain all data as required in the Continuing Disclosure Certificate (Certificate) for all outstanding municipal debt and any future issuances that require ongoing disclosure to complete the Annual or Semi-Annual Report (Report).

B. Prepare the reports in a format acceptable to the City that includes the requirements of the Certificate. The report must be submitted to the City for approval no less than 5 days prior to the deadline.

C. Disseminate filings, including the Audited Financial Statement, with the Municipal Securities Rulemaking Board (MSRB) through Electronic Municipal Market Access (EMMA) website of the MSRB or any successor repository to meet the filing deadline as defined in the Certificate.

D. Obtain confirmation of the filing of the Certificate and Audited Financial Statements with EMMA.

E. Provide copies of the completed Reports and confirmation of filings with EMMA to the City.

F. Prepare and submit material event notices with EMMA, forwarding the notice and confirmation to the City.

G. Prepare and submit the annual debt transparency report required by the California Debt and Investment Advisory (CDIAC), in compliance with SB 1029.

2. Arbitrage Calculation Services

A. Provide arbitrage compliance planning.

B. Verify bond issue(s) are subject to rebate requirements; calculate the amount of the City's arbitrage liability and deliver the appropriate documentation required to support calculations.

C. Provide investment yield comparisons.

D. Prepare the appropriate IRS tax filings associated with each calculation, as needed.

E. Provide a written report describing the calculation method used, assumptions, conclusions, and any recommendations for changes in the City's

Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services

recordkeeping for expenditures and/or investments. The written report must also include the statement that the methodology used is consistent with current federal tax law and regulations and may be relied upon by the City in determining its arbitrage rebate liability.

F. Advise the City on changes in related federal or state regulations and/or consult with City staff, bond counsel, financial advisor, and trustee/paying agent as directed regarding arbitrage-related matters.

G. Assist the City in the event of an IRS inquiry.

3. Other reporting

A. Other reporting required by debt agreements of the City and Successor Agency must be monitored by the firm and attended to in a timely manner. These include reporting to the issuer for private placement debt.

B. Any other reporting that may become required from time to time, such as the recent expansion of CDIAC reporting.

End of this Exhibit

**Professional Services Agreement
Contract # 2021.08.19.002
for Continuing Disclosure and Arbitrage Calculation Services**

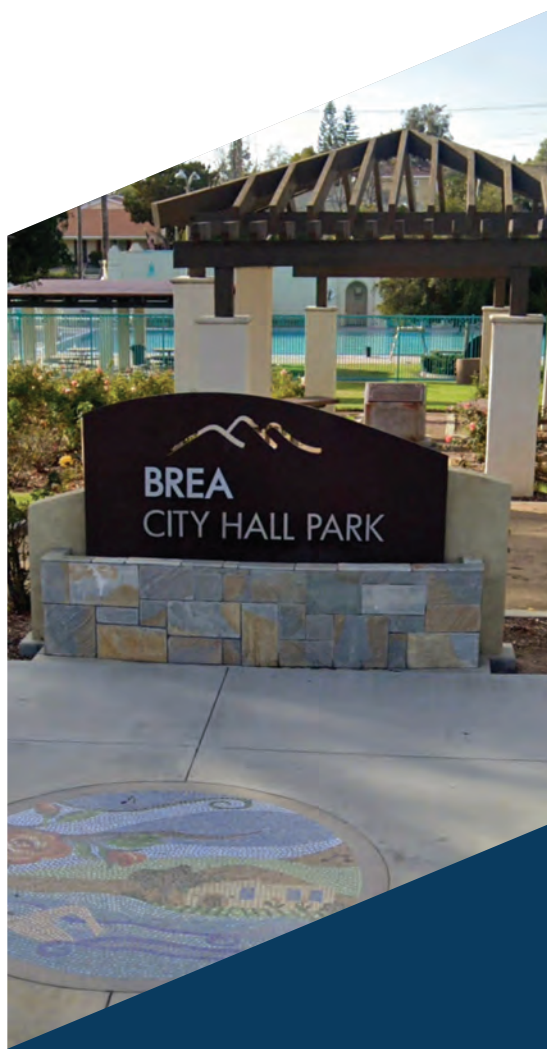
**Attachment 1 to Exhibit A
CONSULTANT'S PROPOSAL AND FEE SCHEDULE
(attached)**

City of Brea

Proposal

RFP No. 2021.08.19.001 Continuing Disclosure and Arbitrage Calculation Services

September 16, 2021



27368 Via Industria, Suite 200
Temecula, CA 92590-4856
951.587.3500 | 800.755.6864 | Fax: 951.587.3510

www.willdan.com

Table of Contents

1. Introduction Section	1
Letter of Transmittal	2
2. Qualifications Section	4
Background	5
Experience.....	6
Qualifications	7
Understanding.....	8
3. Technical Section	11
Approach.....	11
Proposed Schedule	13
4. Cost Section.....	14
Price Form A-1 - Arbitrage Services (City)	15
Price Form A-2 - Arbitrage Services (Successor Agency)	16
Price Form B-1 - Continuing Disclosure Services (City)	17
Price Form B-2 - Continuing Disclosure Services (Successor Agency)	18
Future Reporting Cost	19
5. Forms Section	22

1. Introduction Section

Letter of Transmittal

September 16, 2021

Mr. Neil H. Groom
Procurement & Contracts Administrator
City of Brea
1 Civic Center Circle
Brea, California 92821

RE: *Proposal to Provide Continuing Disclosure and Arbitrage Calculation Services to the City of Brea*

Dear Mr. Groom:

In response to the City of Brea's Request for Proposal ("RFP") for Continuing Disclosure and Arbitrage Calculation Services, Willdan Financial Services ("Willdan") is proud to submit the following proposal, identifying our project knowledge specific to the City's debt issues, scope of services, and the experience and qualifications of proposed staff and the firm.

Willdan understands that an objective of this competitive process is to consolidate these services and assign them to a single consultant. We possess the depth of staffing resources and advanced technology necessary to effectively execute the volume of work, on time and within budget, with a focus on responsive service to City staff and residents. ***Furthermore, none of the requested services will be outsourced to a subcontractor.***

Willdan is the best partner to assist the City with these important services for the reasons detailed below.

Local Familiarity — Willdan has a previous relationship with the City through continuing disclosure services. Our staff has acquired unmatched firsthand knowledge of mechanisms specific to the City. As a result, we are able to anticipate any trends, for transparent reporting and preventing potential reporting errors due to the transfer of reporting obligations to a firm that isn't familiar with the City's reporting requirements/data availability.

Our relationship with the City will allow Willdan to conduct this engagement in a cost-effective and efficient manner. Continuing this partnership also allows City staff to focus its time on direct City operations, rather than on training consultants on each of the nuances of the City's and Successor Agency's bond issues.

Tenured Core Team — Willdan understands that consistency of staff designated as "key" to a project is vital. Our approach to each engagement involves bringing together a committed core team to be responsive to client needs to form a cohesive and flexible unit. For that reason, we have assembled a tenured team possessing over 100 years of experience. Group Manager Gladys Medina will serve in the role of Engagement Director, ensuring deliverables are completed on time and within budget and that adequate resourcing is available. Assistant Director Steve Bearce will manage arbitrage rebate services and Assistant Director Dave Davies will continue to provide disclosure services. These individuals will be supported by a team of analysts and subject matter experts to provide a depth of experience and stability that will successfully fulfill the demands of the identified debt issue services.

Willdan staff members possess intimate, detailed knowledge of the City's disclosure processes and are familiar with the work practices and preferences of City staff. Their extensive experience will allow for quick responses to staff questions and requests; and provides high-quality product deliverables, with minimal impact on valuable City staff time.

Technological Innovations – Willdan is the only arbitrage rebate vendor to offer an online Compliance Management System designed to expedite the flow of information and promote the conservation of natural resources. This system provides the City with immediate access to completed reports, which can then be passed electronically to auditors or other interested parties; thus reducing paperwork. Willdan demonstrated its industry leadership by being one of the first firms to post continuing disclosure documents on the Internet and by setting up a subscription service that automatically notifies subscribers when a new report is published.

Furthermore, Willdan has read, understands and takes no exception to the RFP or the terms of the City's Standard Professional Services Agreement. Willdan's proposal is firm and irrevocable.

We are confident this submittal clearly demonstrates that Willdan and our proposed staff possess the core competencies, depth of resources, experience, and institutional knowledge required to successfully conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Assistant Director Dave Davies directly at (951) 587-3520 or via email at ddavies@willdan.com. We look forward to hearing from you.

Sincerely,

WILLDAN FINANCIAL SERVICES



Mark Risco
President & CEO



2. Qualifications Section

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM F
RESPONDENT QUALIFICATIONS RESPONSE FORM

Willdan Financial Services

(Respondent's Company Name)

Respondents must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

Willdan Financial Services, 27368 Via Industria, Suite 200, Temecula, CA 92590. Phone (951) 587-3500, Fax (951) 587-3510. Email: sbearce@willdan.com, ddavies@willdan.com. Website: Willdan.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

MuniFinancial, 22 years

Willdan Financial Services, 13 years

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Willdan Financial Services is a wholly owned subsidiary of Willdan Group, Inc., a publicly traded company.

- E. Person(s) authorized to make commitments for your company.

Mark Risko, President & CEO

Gladys Medina, Vice President

Chris Fisher, Vice President

- F. Special recognition or awards.

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

None.

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

Willdan specializes in post-issuance compliance reporting, particularly continuing disclosure and arbitrage rebate. We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program.

Willdan's arbitrage consulting service offers more than a simple accounting of your rebate liability. We provide plain language reports that summarize critical data and document investment decisions and use of bond proceeds. In addition, we offer an efficient document repository and retrieval system that is constantly updated to accommodate changing technology. Finally, all of our clients receive free access to a web-based Compliance Monitoring System that helps your staff keep track of critical compliance dates, rebate positions, and much more.

Our references are included on Standard Form A.

B. Familiarity with state and federal procedures.

Properly addressing the information concerns of the SEC generally involves more than simply uploading Audited Financial Statements to EMMA. Well considered continuing disclosure reports that fulfill all requirements laid out in the Official Offering combined with timely submission is key to a successful bond program. All arbitrage reports are put through a triple-tiered quality review process that ensures the accuracy of our computations. In addition, our procedures have been reviewed by several major bond law firms and the IRS and have been consistently found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

C. Experience working with public agencies.

Willdan has approximately 600 employees including financial analysts, licensed engineers, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

We provide top-notch Continuing Disclosure and Arbitrage Rebate services with excellent client service. We encourage you to contact our references regarding our work.

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

Willdan Group Inc. is a publicly traded firm, incorporated in California. Company financial reports can be found at ir.willdangroup.com.

B. Demonstrated Technical Ability.

A comprehensive continuing disclosure program begins with an understanding of historic management and strategic intent. At Willdan, our process includes:

- Review of annual reporting and dissemination policies and procedures;
- Analysis of data for accuracy, materiality, and appropriateness;
- Identification of critical events, trends, and media publicity that could influence investor decision making;
- Triple-tiered quality review;
- Fully articulated story of the bonds highlighting financial and operating trends;
- Easy to follow report format; and
- Real time answers to staff and investor questions.

Properly calculating an arbitrage rebate liability involves more than accurate data entry. We pay close attention to the valuation of the reserve fund investments, the proper application of the allowable exceptions and special elections, and the computation of bond yield for the variable rate debt.

Other items we review and comment on, if necessary, include:

- Yield restricted investments;
- Investment in tax-exempt securities - which must be excluded from the computation of arbitrage rebate; and
- Non-qualified administrative costs, such as legal fees, custody costs, general overhead, salaries, office expense, and rebate computing costs.

C. Capability of developing innovative or advanced techniques.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

Willdan uses proprietary software developed and enhanced over the past 35 years specifically dedicated to the analysis of arbitrage rebate liabilities.

An advantage found in our disclosure practice is our history of reporting via the various repositories. Our familiarity with EMMA and the other sites previously used to house disclosure data means we can provide an efficient and cost-effective review of past filings prior to the issuance of your next bond.

D. Special qualifications, training, credentials.

The analysts at Willdan have a solid foundation in arbitrage rebate reporting developed from top accounting firms, university level study and on the job training. Our analysts have performed arbitrage rebate analysis for all types of tax-exempt bond structures including fixed and variable rate debt, advanced refundings, multi-purpose bonds, integrated and super-integrated SWAPs and other derivative based transactions. We have extensive experience with multi-year parity reserve allocations and transferred proceeds analysis for advance refunding bonds.

Willdan has provided Continuing Disclosure Reporting Services since the inception of the regulations in 1995. We have prepared and disseminated continuing disclosure reports for issuers of all sizes with varying levels of sophistication. We have extensive knowledge and experience with preparing and filing annual reports, financial statements, budgets, and event notices. Our analysts are well versed in filing documents in the correct categories on EMMA, and ensuring all filings are completed on or before the due dates.

E. Staff names, titles, role, qualifications, and experience assigned to this Project.

Dezirae Webb, Senior Project Analyst, 14 years experience

Letty Marquez, Senior Analyst, 23 years experience

Candace Heiser, Senior Analyst, 12 years experience

F. Designated project manager assigned to this Project.

Dave Davies, Assistant Director, 16 years experience

Steve Bearce, Assistant Director, 21 years experience

4. Understanding.

Provide the following information relative to required services:

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services

- A. Understanding of the work to be done based on this Solicitation.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

- B. Include issues that you believe will require special consideration for this Project.

No issues will require special consideration for this project.

- C. Identify unique approaches or strengths your company has relative to required services.

The arbitrage compliance program Willdan offers addresses all requirements of the arbitrage rebate and yield restriction rules, provides for the testing and application of exceptions to these rules, and facilitates documentation, audit, and training necessary for the City to maintain compliance with the Internal Revenue Code and the U.S. Treasury Regulations.

The diversity of our client base is what has pushed Willdan to become a leader in the industry-wide effort to improve the quality and content of municipal securities information and our reputation for delivering high-quality continuing disclosure projects on time and within budget is unsurpassed.

5. Approach.

Provide the following information relative to required services:

- A. Understanding of the work to be done.

Willdan thoroughly understands the Scope of Services Requirements in Exhibit A and we have the knowledge, resources, and expertise to complete all tasks.

- B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

We have 35 years of successful history behind us and a long-term commitment to providing the staff and technical resources necessary to support a robust continuing disclosure program and provide accurate arbitrage rebate calculations.

- C. Names and titles of key management personnel.

Dave Davies, Assistant Director

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

Steve Bearce, Assistant Director

- D. Team to be assigned for these services.

Dezirae Webb, Senior Project Analyst

Letty Marquez, Senior Analyst

Candace Heiser, Senior Analyst

Submitted by:

Signature: _____



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

3. Technical Section

Approach

We understand that outsourcing these services is an important consideration for the City. Rest assured, our experience is extensive. Willdan is a service oriented firm that delivers a quality product to public agencies and, ultimately, to the public. We specialize in approaching an agency's needs with a thorough knowledge of the start to finish requirements of the project at hand. We have a thorough background that includes developing financing policies; implementing funding through districts, rates, charges, and fees; and complying with SEC and IRS requirements for outstanding bond issues.

Our services focus on quality control through the utilization of current technology and the discernment of recent legislation. Willdan's clients include more than 800 cities, counties, state agencies, port authorities, housing agencies, special districts, and school districts in 43 states.

Continuing Disclosure Services

At the City's direction, Willdan will continue to provide assistance and advice specific to ongoing continuing disclosure matters. With regard to the City's and Successor Agency's outstanding debt financings, Willdan will support the City and the Successor Agency in preparing annual continuing disclosure reports. As well as, help the City and the Successor Agency provide required financial and operating data requested by investors and/or required by the bond documents to keep securities holders informed of the investment quality of each debt issue. Willdan will also assist the City and the Successor Agency in responding to questions from investors and other market participants.

Willdan will collect bond documents relating to the debt issue, including but not limited to, the formation documents, the official statement, financial statements, Annual Continuing Disclosure Information Statement, and prior CDIAC report, if applicable. We will collect data and other third-party information required to be included in the continuing disclosure report and CDIAC Report directly from the City, trustees, fiscal agents, state and county agencies and others and review the information for accuracy and compliance with continuing disclosure documents.

Willdan will create a draft of the continuing disclosure report and CDIAC Report for review and will discuss with City and Successor Agency staff any relevant issues. We will provide timely continuing disclosure report filings to the municipal market and timely report filings of CDIAC reports to the State of California. We will prepare Notices of Occurrence of Listed Events covering events enumerated in Rule 15c2-12(b) and prepare supplemental continuing disclosure reports, as necessary. Willdan will monitor information releases from CDIAC, the SEC and the MSRB regarding enforcement actions and regulatory changes.

Project Disclaimer

In regard to the services proposed herein, the City of Brea further represents, acknowledges and agrees that:

- (i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Arbitrage Calculation Services

Willdan is an innovator in the field of electronic compliance management, and plain language reporting. We have extensive experience with arbitrage rebate analysis for all types of tax-exempt bond structures and strive to present our analysis in a format that is easy to understand and offers the tools necessary to effectively manage tax exempt debt.

The financial analysts at Willdan have a solid foundation in post issuance compliance reporting approach that was developed from top accounting firms, university level studies, and on the job training. From the simple to the complex, Willdan has, since 1988, performed thousands of calculations on a wide variety of bond structures.

Willdan staff members maintain memberships in multiple industry organizations, including the National Association of Bond Lawyers (NABL), the Government Finance Officers Association (GFOA), and the National Federation of Municipal Analysts (NFMA) — just to name a few.

Our experience is extensive, and our methodology sound. Our approach has been reviewed by several major bond law firms and by the Internal Revenue Service; whereupon, our approach has been found to be mathematically accurate and in accordance with Section 148(f) of the Internal Revenue Code.

Willdan is the only arbitrage rebate provider to offer an online compliance management system that is designed to provide immediate access to liability accruals, investment information, and completed reports. This system, which is accessed via our website, provides issuers with an ecological and expeditious way to manage the flow of bonded debt information; and provides the necessary safeguards against natural disasters.

Willdan does not use a “canned” software program to calculate arbitrage rebate liabilities. Our arbitrage rebate reports are designed to increase understanding of arbitrage liabilities and, wherever possible, minimize the lost opportunity associated with under investing. We produce our reports by utilizing proprietary Excel spreadsheets that create the necessary flexibility to manipulate transactional detail to take advantage of allowable exceptions and credits, thereby reducing a positive arbitrage liability by every permissible means.

As such, collectively, our team will provide the City of Brea with the requisite experience and technical knowledge in Continuing Disclosure and Arbitrage Calculation services to successfully complete this project.

Proposed Schedule

Continuing Disclosure Schedule

The timeline below outlines the estimated completion dates specific to continuing disclosure reporting.

Continuing Disclosure Reporting Proposed Project Timeline	
Expected Completion Date	Description
January	Willdan requests specific data needed from City.
January	Willdan gathers required data and prepares continuing disclosure reports for internal review.
End of January	Willdan provides draft continuing disclosure reports to City for review. The reports are due between the end of February and the end of March.
End of February to end of March	Willdan disseminates continuing disclosure reports on EMMA (reports due between the end of February and the end of March).
End of February to end of March	Willdan provides final drafts of continuing disclosure reports that were disseminated along with formal dissemination certificates.
Ongoing	Willdan monitors rating agency websites for any changes to City debt ratings.
Ongoing	Willdan prepares and disseminates Listed Event notices on EMMA to reflect any rating changes or numerated events.

Arbitrage Calculation Schedule

The schedule below outlines the estimated completion dates specific to arbitrage rebate computations. At Willdan an annual arbitrage analysis takes approximately 30 to 45 days to complete. This of course depends upon data being available when requested. Situations requiring immediate attention will be prioritized as needed.

Arbitrage Rebate Proposed Project Timeline	
Estimated # of Weeks	Description
At Contract Signing	Project Set-Up and Online Access Test
Weeks 1 - 3	Arbitrage Rebate and Yield Restriction Analysis
Weeks 1 - 3	Review and Assess Analysis Outcome
Weeks 4 - 5	Conclusions, Recommendations and Action Plan
Weeks 4 - 5	Deliver Completed Report and Review Results
As Needed	Prepare IRS Forms/Audit Support

4. Cost Section

- i. Included on the following pages are the RFP price forms:
 - Price Form A-1 – Arbitrage Services (City)
 - Price Form A-2 – Arbitrage Services (Successor Agency)
 - Price Form B-1 – Continuing Disclosure Services (City)
 - Price Form B-2 – Continuing Disclosure Services (Successor Agency)
- ii. The costs listed on the following price forms include all costs to be charged to the City to perform the Scope of Services based upon current reporting requirements.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-A1
ARBITRAGE SERVICES
(CITY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (City)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
Total	Maximum Costs-5-year Total (add above lines)	\$25,200

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services**

**PRICE FORM-A2
ARBITRAGE SERVICES
(SUCCESSOR AGENCY)**

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Arbitrage Services (SUCCESSOR AGENCY)	Rate
1	Maximum Costs-Annually	\$5,040
2	Maximum Costs-Annually	\$5,040
3	Maximum Costs-Annually	\$5,040
4	Maximum Costs-Annually	\$5,040
5	Maximum Costs-Annually	\$5,040
Total	Maximum Costs-5-year Total (add above lines)	\$25,200

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-B1
DISCLOSURE SERVICES
(CITY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Disclosure Services (City)	Rate
1	Maximum Costs-Annually	\$7,450
2	Maximum Costs-Annually	\$7,450
3	Maximum Costs-Annually	\$7,450
4	Maximum Costs-Annually	\$7,450
5	Maximum Costs-Annually	\$7,450
Total	Maximum Costs-5-year Total (add above lines)	\$37,250

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
PRICE FORM-B2
DISCLOSURE SERVICES
(SUCCESSOR AGENCY)

Willdan Financial Services

(Respondent's Company Name)

Provide the maximum costs on an annual basis per the Scope of Services requirements.
Attach a list any optional items that may help to reduce the maximum costs.

Year	Disclosure Services (SUCCESSOR AGENCY)	Rate
1	Maximum Costs-Annually	\$6,900
2	Maximum Costs-Annually	\$6,900
3	Maximum Costs-Annually	\$6,900
4	Maximum Costs-Annually	\$6,900
5	Maximum Costs-Annually	\$6,900
Total	Maximum Costs-5-year Total (add above lines)	\$34,500

Provide rates for tasks, services, and hourly rates related to Scope of Services requirements for additional as-needed services. Alternatively, you may attach your standardized rate sheets.

Tasks	Description	Rate
1	Notice of Occurrence of Listed Event	\$250
2	Supplemental Reports	\$450
3	Third Party Expenses	At cost plus 10%
4		
5		
6		
7		
8		
9		
10		

Submitted by:

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

iii. Included below are pricing tables for future debt issuances and Willdan's hourly rate table.

Continuing Disclosure

Disclosure Services	Fee
Engagement Fee for New Issues	\$250 per Issue
Base Annual Report Fee	
Revenue Bonds	\$1,250
Community Facilities District Bonds	\$1,250
Tax Allocation Bonds	\$1,850
Annual Dissemination per Report	\$100
Incremental Fee per Parity Issue	\$450
Supplemental/Amended Reports	\$250 per Report
Notice of Occurrence of Listed Events	\$250 per Notice
Annual Third-Party Expenses	At Cost plus 10%
CDIAC Report Preparation and Filing	
CDIAC Yearly Status Report (due annually in October)	\$300 per Report
CDIAC Yearly Transparency Report (due annually in January) (while proceeds are outstanding)	\$950 per Report
CDIAC Yearly Transparency Report (due annually in January) (once proceeds are fully expended)	\$250 per Report

Arbitrage Calculation

The nature and complexity of each bond issue, the frequency of computation, and the transparency of the transactional data, determines the extent to which the following specialized services will apply:

Arbitrage Services	Fee
Engagement Fee. One-time fee charged for newly contracted issues.	\$500
Base Fee. Annual report.	\$1,000 - \$1,500
Base Fee. Installment report.	\$2,000
Data Analysis in Excess of 12 months. Arbitrage analysis for periods greater than one year will be charged an extra fee for each additional bond year analyzed.	\$250 per year
Yield Restriction Computation. If we determine that a yield reduction payment is due on yield restricted nonpurpose investments, an additional fee will be charged to analyze and determine the yield reduction payment due.	\$500 per fund
Spending Exception Analysis. The Regulations offer a few exceptions to the arbitrage rebate rules if the proceeds of a bond issue are spent within a specific time frame.	\$500 per period
Commingled Funds Analysis. Clients providing data with commingled funds will incur an additional charge to uncommingle transactional data.	\$250 per fund
Parity Reserve Allocation. Bonds that have been issued on parity that require an allocation of the reserve fund.	\$250 per fund
Transferred Proceeds Analysis. The regulations require an additional level of analysis for proceeds of Refunding and Refunded bonds.	\$250 per fund
Non-Bona Fide Debt Service Fund. Our base fee assumes that the Bond Fund, as defined in the bond documents, meets the bona fide debt service fund exemption to rebate. If this fund fails to qualify for this exemption, an additional fee will be charged to analyze the investment activity.	\$500 per fund
Request for Refund of Overpayment	\$150 per hour
IRS Audit Assistance	\$150 per hour
Online Compliance Management System	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge

Hourly Rates

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Principal Engineer	\$ 210
Group Manager	200
Assistant Director	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

5. Forms Section

The standard forms requested in the RFP, listed below, are included on the following pages.

1. Standard Form A - References Form
2. Standard Form B – Subcontractors List-Standard Form
3. Standard Form C – Statement of Compliance or Exceptions Form
4. Standard Form D – Status of Past and Present Contracts Form
5. Standard Form E – Insurance Commitment Form
6. Standard Form G – Firm Offer Form

Standard Form F – Respondent Qualifications Response Form is included in the Qualifications Section above.

Price Forms A-1, A-2, B-1, and B-2 are included in the Cost Section above.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM A
REFERENCES FORM

Willdan Financial Services

(Respondent's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Respondent from further consideration.**

1. Company Name	City of Murrieta
Address, City, State, Zip	1 Town Square, Murrieta, CA 92562
Contact's Name & Title	Mr. Javier Carcamo, Director of Finance
Contact's Phone #	(951) 461-6090
Contact's Email	jcarcamo@MurrietaCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
2. Company Name	City of Indian Wells
Address, City, State, Zip	44-950 Eldorado Drive, Indian Wells, CA 92210
Contact's Name & Title	Mr. Kevin McCarthy, Finance Director
Contact's Phone #	(760) 776-0235
Contact's Email	kmccarthy@indianwells.com
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
3. Company Name	City of Perris
Address, City, State, Zip	101 North "D" Street, Perris, CA 92570
Contact's Name & Title	Mr. Ernest Reyna, CPA, Finance Director
Contact's Phone #	(951) 943-4610 ext. 244
Contact's Email	ereyna@cityofperris.org
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed
4. Company Name	City of Rancho Mirage
Address, City, State, Zip	69-825 Highway 11, Rancho Mirage, CA 92270
Contact's Name & Title	Mr. Kofi Antobam, Director of Administrative Services
Contact's Phone #	(760) 324-4511
Contact's Email	kofia@RanchoMirageCA.gov
Project	Continuing Disclosure and Arbitrage Calculation Services
Completion Date & Value	Ongoing, Value is proprietary, not to be distributed

Duplicate this form as necessary.

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM**

Willdan Financial Services

(Respondent's Company Name)

Provide information requested below.

☒ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

Duplicate this form as necessary to complete list.

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services
(Respondent's Company Name)

Select one:

X No Exceptions

By checking the above box, Respondent declares its Proposal was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement.

With Exceptions

By checking the above box, Respondent declares its Proposal was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Services, and Agreement, in which case **Respondent must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	*City Response
-------------------	--------------------------------	-----------------------------	-------------------

*City will respond to each exception with A)cccepted or D)enied response.

Respondent acknowledges that City may accept or reject any or all of Respondent's listed exceptions or reject the Respondent's entire Proposal that contain any exceptions.

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services

(Respondent's Company Name)

X No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Respondent declares that the Respondent has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Respondent declares that the Respondent has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Respondent must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Respondent acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Proposals wherein Respondent has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title Mark Risco, President & CEO

Date: 9/15/2021

Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM E
INSURANCE COMMITMENT FORM

Each Proposal must be accompanied by this form. Failure to provide this form will cause the Proposal to be deemed non-responsive and that Proposal will not be considered for further evaluation.

Willdan Financial Services

(Respondent's Company Name)

Respondent acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

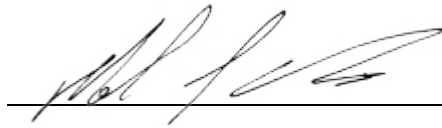
City's acceptance and/or approval of Respondent's insurance documents does not and shall not be construed to relieve Respondent of any obligations, responsibilities or liabilities under any resulting Contract.

Respondent's failure to comply with the required insurance as set forth in the Insurance Requirements section of the Agreement will be a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Respondent's default.

Respondent will be required to acquire required insurance set forth in the Insurance Requirements section of the Agreement.

Respondent certifies, represents, and commits to all the Insurance Requirements section of the Agreement.

Signature: _____



Name/Title Mark Risco, President & CEO

Date: 9/15/2021

**Request for Proposals
RFP # 2021.08.19.001
for Continuing Disclosure and Arbitrage Calculation Services
STANDARD FORM G
FIRM OFFER FORM**

Willdan Financial Services

(Respondent's Company Name)

FIRM OFFER made by Consultant to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Proposal on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope of Services/Work, all attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Proposal by executing the attached Agreement.

Business Name: Willdan Financial Services

Business Address: 27368 Via Industria, Suite 200, Temecula, CA 92590

Federal ID#: 33-0302345

If any work is a Public Works

Business Type 2

(Consultant enter a number)

Contractor Lic#:

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:



Name Mark Risco

Title President & CEO

Email mrisco@willdan.com

By:



Name Rebekah Smith

Title Assistant Secretary

Email rsmith@willdan.com

Date Signed: 9/15/2021_____

Date Signed: 9/15/2021_____

CORPs: Chairperson, President, Vice
President;
LLCs: Manager

CORPs: Secretary, Assist. Secretary, Chief
Finance Officer, Assist. Treasurer
LLCs: Manager

[Corporations: 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.]

[Limited Liability Companies: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

