



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

Finance Committee Agenda

Tuesday, February 28, 2023

8:30 a.m.

Executive Conference Room

MEMBERS: Mayor Marty Simonoff and Council Member Steven Vargas
ALTERNATE: Council Member Cecilia Hupp

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7676 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Committee

Members of the public may offer comment in advance or attend the Finance Committee meeting in person. All requests to offer comment must be submitted via phone by calling 714-990-7676 or by emailing arlenem@cityofbrea.net by 12:00 p.m. on Monday, February 27, 2023

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

CALL TO ORDER / ROLL CALL

- 1. Matters from the Audience**

CONSENT

- 2. February 14, 2023 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Minutes 02-14-2023

DISCUSSION

- 3. Approval of the Part-Time Employment and Benefits Policy - Adopt the Resolution approving the Part-Time Employment and Benefits Policy.**

4. **Acceptance of the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457** - Accept the Project as complete and authorize the City Clerk to record a Notice of Completion; Accept the Warranty Bond; and Authorize the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

Attachments

Attachment A - Location Map

Attachment B - Warranty Bond

Attachment C - Notice of Completion

5. **Authorize the Purchase of Playground Equipment for Arovista Park Modernization Project, CIP 7978**- Approve the purchase of playground equipment from seven different manufacturers for a total of \$1,987,367.00; and Authorize the City Manager to issue a purchase order change notice in a not-to-exceed amount of five percent of the equipment purchase price.
6. **Extension of Professional Services Agreement with Interwest Consulting Group, Inc.**
- Approve one-year extension of Professional Services Agreement with Interwest Consulting Group, Inc. in the amount not-to-exceed \$150,000 per year.

Attachments

Amendment No. 3

Exhibit A

7. **Professional Services Agreement with Westberg White Architecture for Brea Senior Center Feasibility Study** - Approve the Professional Services Agreement in an amount not-to-exceed \$75,000.

Attachments

Professional Services Agreement

Westberg White Architecture Fee Proposal

8. **Traffic Improvements at the Intersection of Puente Street and Northwood Avenue**
- Approve Conceptual Signing and Striping Improvement Plan for the intersection of Puente Street and Northwood Avenue; and Direct the City Engineer to implement said improvements.

Attachments

Conceptual Signing & Striping Improvement Plan

9. **Purchase of New Fire Apparatus** - Appropriate \$219,408.15 from the General Fund and authorize the purchase of one (1) ladder/tiller truck for \$1,950,408.63.

Attachments

Quote

10. **Purchasing System Update – Receive Update and Consider Revisions to the City’s Purchasing Policy Limits** - Receive the update and recommend the City Council consider adoption of Resolution No. 2023-0XX designating Purchasing Policy Limits and the Local Vendor Preference Amount for the City’s Purchasing System.

Attachments

Current Purchasing Ordinance No. 1198

Comparison of Purchasing Policy Limits for the Procurement of Goods and Services
Resolution

11. **Schedule Next Meeting:** Tuesday, March 14, 2023

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services administrative office at (714) 990-7676. 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: 02/28/2023

SUBJECT: February 14, 2023 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Minutes 02-14-2023



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, February 14, 2023
8:30 AM**

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Steven Vargas, Chris Emeterio , Kristin Griffith, Michael Ho, Bill Bowlus, Ryan Chapman, Dave Dickinson, Monica Lo, Faith Madrazo, Sean Matlock, Mark Terrill, Nicole Andrews, Alicia Brenner and Lisa Keyworth.

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

CONSENT

2. **January 31, 2023 Finance Committee Regular Meeting Minutes – Approved.**

DISCUSSION

3. **Professional Services Agreement for Forensic Phlebotomy Services – Recommended for City Council approval.**
4. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2022-23 – Recommended for City Council approval.**
5. **Schedule Next Meeting: Tuesday, February 28, 2023**

Meeting adjourned: 8:32 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Approval of the Part-Time Employment and Benefits Policy

RECOMMENDATION

Adopt the Resolution approving the Part-Time Employment and Benefits Policy.

BACKGROUND/DISCUSSION

Periodically, the City Council updates the Part-Time Employment and Benefits Policy to reflect changes in salaries and benefits affecting our part-time employees. At times, updates are implemented based on changes required by law, such as minimum wage. The last market survey for our part-time classifications was conducted in 2006. The market study for this year was needed based on the minimum wage increases over the past several years to see where we fell within the market and the compaction it caused.

A recent part-time classification salary survey was conducted by Sloan Sokai in January 2023, which reviewed nine comparable cities that are used for all positions in the organization. There were several part-time positions that fell below median and the new proposed increase will bring them to median and address the compaction between several classifications within the same job family.

Position	Current Top Step	Proposed Top Step
Community Services Leader	\$18.88	\$19.82
Senior Community Services Leader	\$19.83	\$21.81
Community Services Coordinator	\$20.83	\$24.58
Lifeguard/Instructor	\$18.88	\$20.30
Senior Lifeguard/Instructor	\$19.83	\$22.46
Shuttle Driver	\$22.77	\$27.60
Facilities Worker	\$19.83	\$21.81
Police Cadet	\$17.98	\$20.34

Positions not included in the above list are: Administrative Intern, Community Services Worker, Mail Room Stores Clerk and Technical Intern, which are all tied to minimum wage, and therefore, would remain at \$15.50 per hour effective January 1, 2023. Also included are updates to the Part-Time Employment and Benefits Policy that include language clean up. There are no substantial changes associated with these updates.

SUMMARY/FISCAL IMPACT

The Part-Time Employment and Benefits Policy market survey increases include a total of 70 employees in part-time classifications. The estimated fiscal impact of these increases is \$128,024 which will be included in the budget for FY 2023-25.

Summary

This action approves amending the City's Part-Time Employment and Benefits Policy.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Sean L. Matlock, Deputy Director of Community Services

Concurrence: Chris Emeterio, Assistant City Manager and
Kristin Griffith, Director of Administrative Services

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Acceptance of the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457

RECOMMENDATION

1. Accept the Project as complete and authorize the City Clerk to record a Notice of Completion;
2. Accept the Warranty Bond; and
3. Authorize the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

BACKGROUND/DISCUSSION

On December 15, 2020, the City Council awarded a Construction Contract ("Contract") to All Cities Engineering, Inc. ("ACE") for \$3,916,292.65 for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457 ("Project"), and approved a 10% construction contingency for a total approved construction budget of \$4,307,921.92. The Project replaced and upgraded the existing water mains and appurtenances, replaced four pressure regulating systems, and completed street resurfacing throughout the two subdivisions. In addition, the Project also included reconstructing the ADA ramps to the latest standards and reconstruction of sidewalks, and curb and gutters (Attachment A Location Map).

The Notice-to-Proceed with the construction was issued on April 19, 2021, and the Project was considered substantially complete on February 11, 2022, with final acceptance of the work on November 8, 2022. There were several contract change orders, including the final quantity balancing change order approved for the Project that resulted in a reduction of (\$203,096.39) from the contract amount. Therefore, the final total accepted contract cost was \$3,713,196.26. The improvements have been completed, and staff recommends the City Council approve the acceptance of work performed by ACE.

The following is a summary of contract costs:

Original Construction Contract Amount	\$3,916,292.65
Approved Change Orders	(-\$203,096.39)
ACE Final Construction Contract Amount	\$3,713,196.26
Approved Construction Budget with 10% Contingency	\$4,307,921.92

Remaining Construction Budget

\$594,725.66

SUMMARY/FISCAL IMPACT

The final Contract amount for the Project is \$3,713,196.26, which is under the approved construction Contract budget. The source of funds for this Project is from the Water Utility Fund (Fund 420), Gas Tax (Fund 220), and Measure M (Fund 260). Therefore, there is no impact to the General Fund. Once the Project is finally closed out, any remaining unspent funds will be reallocated to the appropriate funds for other approved CIP Projects.

The Project replaced and upgraded the existing water mains and appurtenances, replaced four pressure regulating systems, completed street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutter within the Steele Drive and Pleasant Hills subdivisions. ACE has completed the Project and fulfilled its obligations to the City under the subject Contract. Furthermore, ACE provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year after the recordation of the Notice of Completion. Therefore, staff is recommending the City Council consider accepting the Project as complete, accept the Warranty Bond (Attachment B), and authorize the City Clerk to record a Notice of Completion (Attachment C). Additionally, staff recommends authorizing the City Clerk to release the Payment and Performance Bonds upon notification from the Public Works Department.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan Chapman, Assistant City Engineer

Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

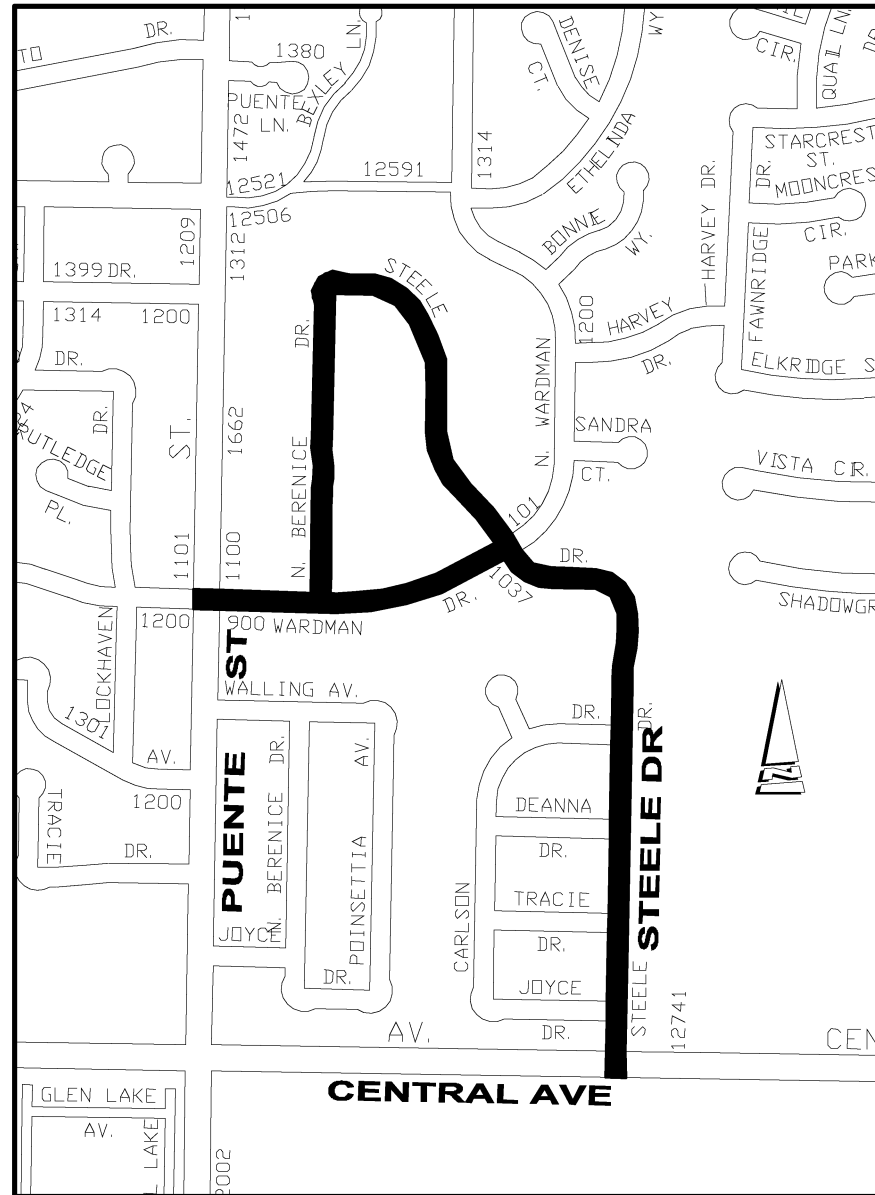
Attachment A - Location Map

Attachment B - Warranty Bond

Attachment C - Notice of Completion

PROJECT 7453

STEELE DRIVE WATERLINE IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

VICINITY MAP

NOT TO SCALE



Bond No. WCN5938535

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

ALL CITIES ENGINEERING, INC.

("Principal"), a contract ("Contract") for the work described as follows:
WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT

WHEREAS, Principal is required under the terms of the Contract to furnish a one (1) year warranty to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY
COMPANY - 14728 PIPELINE AVE. SUITE E. CHINO HILLAS, CA 91709; 213-200-0922
(Insert name, address, and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of
THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND ONE HUNDRED NINETY SIX & 26/100

Dollars (\$3,713,196.26), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: DECEMBER 5TH, 2022

"Principal"

ALL CITIES ENGINEERING, INC.

By: APOLONIO RAMIREZ
Its president

By: _____
Its

(Seal)

"Surety"

OLD REPUBLIC SURETY COMPANY

KEVIN VEGA, ATTORNEY-in-FACT

By: [Signature]
Its ATTORNEY-in-FACT

By: _____
Its

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of MARCH, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of MARCH, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061



Signed and sealed at the City of Brookfield, WI this 5th day of December, 2021

Karen J. Haffner

Assistant Secretary

C & D BONDING & INS SERVICES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

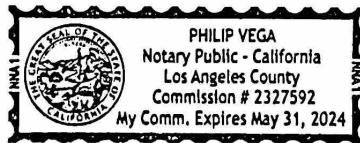
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)
 On 12/05/2022 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared KEVIN VEGA, ATTORNEY-in-FACT
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 12/8/22 before me, Javier Castro Gonzalez (Notary Public),
(Here insert name and title of the officer)

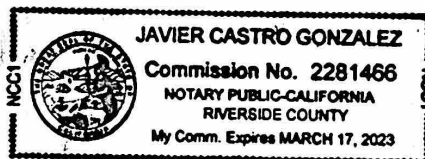
personally appeared -Apolonio Ramirez-,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~; is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **City of Brea**Street
Address **1 Civic Center Circle**City &
State **Brea, CA 92821**
Zip

Free recording requested per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Brea (NAME)
3. The full address of the undersigned is 1 Civic Center Circle
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

4. The nature of the title or the undersigned is Owner-In-Fee
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

7. A work of improvement on the property hereinafter described was completed on November 8, 2022.
8. The name of the original contractor, if any, for the work of improvement was All Cities Engineering, Inc.
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was Water main replacement, AC pavement rehabilitation, PCC ADA Ramp Work.
9. The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP Project Nos. 7453 and 7457.
10. The street address of the said property is Various streets within the Steele and Pleasant Hills Tract Subdivision.

Dated: _____ 2023.



(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this _____ day of _____, 2023.

(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Authorize the Purchase of Playground Equipment for Arovista Park
Modernization Project, CIP 7978

RECOMMENDATION

1. Approve the purchase of playground equipment from seven different manufacturers for a total of \$1,987,367.00; and
2. Authorize the City Manager to issue a purchase order change notice in a not-to-exceed amount of five percent of the equipment purchase price.

BACKGROUND/DISCUSSION

In the fall of 2020, the City's Parks, Recreation and Human Services Commission adopted their Goal Setting Executive Summary highlighting several improvements needed at Arovista Park. The City Council directed staff to explore the modernization of Arovista Park at their May 4, 2021, meeting, emphasizing an all-accessible playground and other park improvements. These included upgrades to existing fields and courts, the addition of multi-generational recreational opportunities, and the desire for an all-accessible play area.

Extensive community outreach and engagement followed through the remainder of 2021, resulting in an initial concept plan for the park. At their Special Meeting on March 8, 2022, the City's Parks, Recreation, and Human Services Commission established a base project with other priorities for the Arovista Park Modernization Project. The base project included the following:

- An all-inclusive playground
- Skate park sound wall
- Parking lots
- Restrooms
- Golf safety netting
- Tracks trailhead lighting and design

Other priorities included baseball fields; a theater; Jubilee Grove; an active adult area; and pickleball, basketball, and volleyball courts. There was a consensus to include relocating the sound wall in the base project, and staff also recommended safety netting at the golf course, which is currently underway.

In June 2022, City Council awarded a design services agreement to David Volz Design for plans, specifications, and estimates (PS&E) for Arovista Park Modernization, CIP 7978.

City Council, on February 7, 2023, authorized the purchase of a prefabricated restroom/concession building, restroom/storage, and two trash enclosures. The concept plan for the all-accessible playground was also shared and approved by the City Council at the February 7 meeting. Based on the extensive outreach and input received, staff and the architect have selected play equipment from seven manufacturers that offer various sensory opportunities throughout the accessible playground. Due to lead times for the equipment, staff is recommending orders be placed now with the different manufacturers, as detailed in the table below:

Manufacturer	Cost
Landscape Structures - Freestanding Play Equipment	\$253,760.00
Landscape Structures - Custom Tower, Bridge/Elevated Walk	\$840,000.00
Goric	\$105,480.00
Berliner	\$162,271.00
I.D. Sculpture	\$57,175.00
Gametime	\$15,000.00
Jen Lewin	\$105,000.00
Barbara Butler	<u>\$132,000.00</u>
Sub Total:	\$1,670,686.00
Tax:	\$167,138.00
Freight:	<u>\$149,543.00</u>
Total:	\$1,987,367.00

Once the purchase orders are issued, the general contractor will be required to coordinate the delivery of the equipment. The specifications will need a certified playground installer and certified playground inspector to handle and observe the equipment installation.

SUMMARY/FISCAL IMPACT

Staff recommends purchasing playground equipment from multiple manufacturers, as detailed above, for the Arovista Park Modernization at \$1,987,367.00. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Community Services Senior Management Analyst

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Extension of Professional Services Agreement with Interwest Consulting Group, Inc.

RECOMMENDATION

Approve one-year extension of Professional Services Agreement with Interwest Consulting Group, Inc. in the amount not-to-exceed \$150,000 per year.

BACKGROUND/DISCUSSION

On February 5, 2019, the City Council awarded a Professional Services Agreement (PSA) to Interwest Consulting Group for project management services to oversee Capital Improvement Program (CIP) projects. The agreement was for two (2) years with the option to extend for an additional three (3) one-year extensions with City Council approval. The total fee for all assignments authorized during a single year would be limited to a not-to-exceed price of \$150,000.

City staff solicited Interwest Consulting Group, Inc. (Interwest), which employs Steve Kooyman. Steve Kooyman's applicable skills include advanced knowledge and skills in budgeting, design engineering, construction management, contract/change order negotiations, and oral and written communication. Additionally, he offers familiarity with the City's processes, standards, codes, and expectations as a former City Engineer. Since the contract start date, Mr. Kooyman has been an exceptional project manager. Aside from Steve Kooyman, Interwest has other highly qualified staff working with many public agencies.

Steve Kooyman has been a tremendous resource while managing the SR-57/Lambert Interchange Project and many other (CIP) projects currently underway. Some of the projects he manages include the rehabilitation of arterial highways, residential streets, and alleyways, the replacement of undersized and deteriorated sewer and water lines, installing traffic signals and other traffic safety enhancements, and rehabilitating of City-owned facilities. Steve Kooyman's services continue to be required to facilitate the pace and quantity of existing CIP projects in various stages of completion.

Interwest's current hourly rates are within industry standards and meet the City's needs. Staff desires to extend the Professional Services Agreement with Interwest Consulting Group. The total fee for all assignments authorized during a single year would be limited to a not-to-exceed price of \$150,000.

Interwest's hourly rate for services provided by Mr. Kooyman during the previous extension

period was \$167 per hour. Per the agreement, Interwest requests a Consumer Price Index (CPI) increase of 7.8%. Applying the CPI increase yields a new rate of \$180 per hour. City staff is amenable to this rate increase per the PSA provisions. See Exhibit A - Revised Fee Rates for reference. This contract agreement is on an as-needed basis; the City may elect to terminate the contract at any time.

SUMMARY/FISCAL IMPACT

There will be no impact to the General Fund. Consultant fees are paid from corresponding CIP project accounts and/or Cost Center accounts.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan S. Chapman, P.E., Assistant City Engineer

Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

Attachments

Amendment No. 3

Exhibit A

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement dated February 5, 2019 is made and entered into this ____ day of February, 2023, by and between **Interwest Consulting Group** ("Contractor") and the City of Brea ("City").

A. Recitals.

(i) On or about February 5, 2019, City and Contractor entered into an agreement for professional services whereby Contractor provides **Project Management and Oversight of the City's Capital Improvement Program** services to the City ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on **February 6, 2023** and currently provides for compensation in the annual not-to-exceed amount of **\$150,000**.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed at the discretion of City Council.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

B. Agreement.

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on **February 7, 2024**; and, (ii) compensation payable to Contractor for the extended term shall be the not-to-exceed amount of **One Hundred and Fifty Thousand Dollars (\$150,000)**, calculated as a flat amount, or as an hourly rate pursuant to the fee rates in Exhibit A, as applicable.

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Amendment and that this Amendment is binding on the parties hereto.

WHEREAS, the parties have executed this Amendment as of the date first set forth above.

City of Brea, a municipal corporation

Mayor

Attest

Lillian Harris-Neal, City Clerk

Contractor: Interwest Consulting Group



Signature

Paul Meschino, President

Print or Type Name, Title



Signature

David J. Kniff, Assistant Secretary

Print or Type Name, Title

(two signatures required if corporation)

EXHIBIT A – FEE RATES (AMENDMENT #3)

HOURLY RATES

The rates displayed in the fee schedule below reflect Interwest’s current fees based on the CPI average annual increases in 2022 of 7.8% pursuant to Section B 1(c) of the Agreement, which include shipping, supply, and material costs. These hourly rates are subject to the CPI increase as stipulated in the Agreement, which may be revised accordingly in subsequent Amendments. In addition, there is no charge for shipping, supply, or material costs.

CLASSIFICATION

HOURLY BILLING RATE

Engineering

Principal-in-Charge	\$210
Project Manager	180
Traffic Engineer	190
Supervising Engineer	180
Senior Engineer	170
Engineering Associate III	150
Engineering Associate II	140
Engineering Associate I	130
Engineering Technician III	110
Engineering Technician II	100
Engineering Technician I	90
Student Trainee	40
Grading Plans Examiner	140

Construction Management

Construction Manager	170
Assistant Construction Manager	160
Supervising Public Works Inspector	160
Senior Public Works Inspector	150
Public Works Inspector III	150
Public Works Inspector II	140
Public Works Inspector I	130

Overtime, Night, Weekend, and Holiday Work..... 140% of above listed hourly rates

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Professional Services Agreement with Westberg White Architecture for Brea Senior Center Feasibility Study

RECOMMENDATION

Approve the Professional Services Agreement in an amount not-to-exceed \$75,000.

BACKGROUND/DISCUSSION

The City of Brea applies annually to the County of Orange for Federal Community Development Block Grant (CDBG) funding in order to allocate Public Facilities & Improvements (PF&I) dollars to certain eligible City facilities. For the Fiscal Year 2022-23 funding cycle, the City Council approved a CDBG application for \$75,000 requesting funding for a Senior Center Feasibility Study. This will assess the facility's needed improvements or upgrades for the next several years, as well as explore opportunities to expand current programs and services within the existing campus footprint. With the anticipated growth in Brea's senior population, as well as the changing needs and desires of this demographic over time, staff's intent is to explore strategic opportunities to prepare for the future.

In November 2022, staff issued a Request for Proposals (RFP) for professional consulting services to lead the Feasibility Study. In December 2022, staff received three proposals outlined below:

Consulting Firm	Amount
Gibbous Consulting (Boston, MA)	\$75,000
IDS Group (Irvine, CA)	\$70,602
Westberg White Architecture (Tustin, CA)	\$72,000

The evaluation criteria outlined in the RFP included:

- Qualifications of the Firm
- Proposed Team and Organization
- Detailed Work Plan
- Fee Proposal

After holding interviews with the two lowest bidders, it was determined that the experience and proposed work plan demonstrated by Westberg White Architecture would best suit the needs of this project. Staff is recommending a Professional Services Agreement with Westberg White Architecture in the amount of \$72,000, with a contingency of \$3,000 for a

total, not-to-exceed amount of \$75,000. Staff anticipates the study kicking off in mid-March with final conclusions presented back to the City Council in early fall of 2023.

SUMMARY/FISCAL IMPACT

The CDBG funding received for this year is \$75,000. The proposed lump-sum fee proposed by Westberg White Architecture falls under this amount, and staff is also requesting the additional \$3,000 be used as potential contingency should any additional expenses arise. There is no General Fund impact, and there is no match requirement for the grant.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Senior Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager and

Carrie Hernandez, Deputy Director of Community Services

Attachments

Professional Services Agreement

Westberg White Architecture Fee Proposal

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 20 day of February, 2023, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and **Westberg White Architects.** (hereinafter referred to as "CONSULTANT"),

A. Recitals

- (i) CITY has heretofore requested the CONSULTANT to provide **Feasibility Study Services** (Services hereafter).
- (ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "A" and by this reference made a part hereof.
- (iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Parks, Recreation and Human Services Commission, City Council and staff in preparation of Project.
- (iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

B. Agreement

- 1. **Definitions:** The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
 - (a) **Project:** Provision of **Feasibility Study Services** described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any

and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Term: This agreement shall commence on the effective date and the term shall be two (2) years and contingent upon satisfactory performance by CONTRACTOR.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified in Schedule 1 of Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time

limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a not-to-exceed sum of Seventy-Two thousand dollars. (\$72,000) for the performance of the services required hereunder, plus a contingency of Three Thousand Dollars (\$3,000). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibit "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, 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. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product.

CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product 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 Services and Written Product produced under this Agreement. In the event the use of any of the Written 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 Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Chris Emeterio
Assistant City Manager
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Bradley Mansfield
Principal
7700 Irvine Center Drive, Suite 100
Irvine, CA 92618

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT 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.

CONSULTANT, by executing this Agreement, certifies as follows:

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

(b) For all operations of the CONSULTANT 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 CONSULTANT in the performance of this Agreement.

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6)

of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(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) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT 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 CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT 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.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees,

subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required

hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of Zero Dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required

taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..


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

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

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

document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

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

CONSULTANT

(two signatures required if corporation)

CITY

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

February 15th, 2023

Jenn Colacion

Senior Management Analyst

Human Services Division

Community Services Department

City of Brea

1 Civic & Cultural Center,

Brea, CA 92821

RE: Proposal for Architecture and Professional Consultant services for the City of Brea, Brea Senior Center Feasibility Study Services.

Dear Ms. Colacion,

Westberg White Architecture is pleased to submit our proposal for the feasibility study, specific needs analysis, site and building improvement recommendations, and programming services for the existing Brea Senior Center, in order to provide an accessible, functional, and safe environment for low-income seniors and the community of Brea it serves.

Scope of Services:

Architecture:

Architectural Services and Deliverables to include:

- Provide a Site Visit.
- Meet with the Client to develop a project program.
- Determine feasibility study project schedule and milestone dates.
- Schedule a Project Team Kick-off Meeting.
- Identify potential risks to project budget and schedule.

Specific Needs Analysis and Report Summary:

- a. Identify a comprehensive list of needs, upgrades and repairs for the Brea Senior Center focusing on accessibility improvements and upgrades, increased programming space, and customer services enhancements.
- b. Assess the physical spacing needs of the Brea Senior Center and compile both existing and proposed new activities into a comprehensive program that will serve the low-income senior community presently, and into the future as the senior population continues to increase.

Architecture (continued):

- c. Examine available or under-utilized space on the existing campus that may be incorporated for senior use.
- d. Investigate options for interior modification or exterior additions to the existing spaces.

Engineering:

- a. Study the traffic impacts to the adjacent neighborhood.

Financial Analysis:

- a. Analyze financial impacts of different facility improvement options.

Recommendations:

- a. Provide staff with a recommendation on how to proceed with facility improvements.
- b. Prepare a phasing & implementation timeline for recommended facility improvement.

Meetings and Presentations:

- a. Attend 20 hours associated with meetings and coordination with City staff, as well as
 - one (1) presentation to the Senior Leadership Council
 - up to two (2) presentations to the Park, Recreation and Human Services Commission,
 - one (1) presentation to City Council.

Ms. Colacion, if you are in agreement with the information provided, we will look forward to receiving an agreement from the City of Brea for us to sign. Please call or email if you have any questions or need further information.

Sincerely,
Westberg White Architecture



Bradley Manfield
Principal/ Project Manager

Cc: Paul Westberg, Westberg+White
Gregory G. Beard, Westberg+White

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Human Services Division
Community Services Department
City of Brea

and the Architect:

Westberg + White Inc.
7700 Irvine Center Drive
Suite 100
Tustin, CA 92780 Paul Westberg, Managing Partner, CA License # C11045

Location: Brea Senior Center
 500 Sievers Avenue
 Brea, CA 92821

Scope of Work: Proposal for Architecture services for the City of Brea, Brea Senior Center
 Feasibility Study Services project as described in our proposal letter
 dated February 15th, 2023.

Compensation Breakdown:

Architecture Deliverables as defined in the Scope of Work above:

Total: _____ \$72,000

Contingency: (to be used only as directed and approved by the City of Brea)

Total: _____ \$3,000

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$1000.00 for these project-related expenses.

Client:

Human Services Division
Community Services Department
City of Brea

Architect:

Westberg + White Inc.



By: _____
Jenn Colacion
Senior Management Analyst

By: _____
Gregory G. Beard
Principal, Director of Operations

Date: _____

Date: February 15th, 2023

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Traffic Improvements at the Intersection of Puente Street and Northwood Avenue

RECOMMENDATION

1. Approve Conceptual Signing and Striping Improvement Plan for the intersection of Puente Street and Northwood Avenue; and
2. Direct the City Engineer to implement said improvements.

BACKGROUND/DISCUSSION

Puente Street and Northwood Avenue intersection is an all-way stopped intersection of two two-lane residential streets in the northwestern part of the City. Puente Street widens to the south of Central Avenue and becomes an arterial street in Brea, serving both residential and commercial properties. Northwood Avenue is a local street on both the east and west of Puente Street but widens to the east of Puente Street, providing median turning lanes. Northwood Avenue serves as a connection that travels from the subject intersection to the east to N. Berry Street.

In late 2021, a resident reached out to the City to draw attention to concerns regarding both speeding issues on Puente Street and pedestrian safety concerns at the intersection of Puente Street and Northwood Avenue. Along with this request, the resident submitted a formal request for speed humps on Puente Street, from Northwood Avenue to Whittier Avenue. After attaining the data necessary to review the proposals, both recommendations were presented at the May 19, 2022, Traffic Committee meeting. At this meeting, the City Traffic Engineer identified that the request for speed humps met all technical warrants and presented three options for intersection improvements at Puente Street and Northwood Avenue. The Traffic Committee subsequently approved a motion to refine the intersection options based on feedback from the resident group making the request, to refine the speed hump design further, and to present these items at a future Traffic Committee meeting. After attaining resident input on the preferred design option and subsequent plan revisions, the Conceptual Signing and Striping Improvement Plan was presented by the City Traffic Engineer on November 17, 2022, to the Traffic Committee with the recommendations to move forward with the intersection improvements as identified on the plan and to bring the speed hump portion of the request to a future Traffic Committee meeting. Subsequently, the Traffic Committee approved a motion concurring with the provided recommendations.

The proposed Conceptual Signing and Striping Improvement Plan, prepared by the City Traffic Engineer, offers both signage and striping improvements at the intersection of Puente Street and Northwood Avenue that serve as safety enhancements. The improvements

proposed include the installation of crosswalks at the intersection; the restriping of bike lanes at the south leg of the intersection; the addition of lane delineation striping at the east leg of the intersection; the installation of channelizing striping at the northeast and southeast corners of the intersection; as well as associated signage improvements. Please see the Conceptual Signing and Striping Improvement Plan attached for reference. These improvements collectively reduce the speeds of motorists approaching the intersection by narrowing the intersection and providing additional safety measures for pedestrians at the intersection.

SUMMARY/FISCAL IMPACT

Implementing the traffic improvements outlined in the Conceptual Signing and Striping Improvement Plan are estimated to cost \$4,500. Sufficient funds are available within the Department of Public Works operational budget for installing the traffic improvements.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ryan S. Chapman, P.E., Assistant City Engineer

Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

Attachments

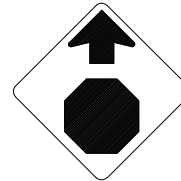
Conceptual Signing & Striping Improvement Plan

o:\job_files\4441\2022-02 n puente st & northwood ave\dwg\4441-puente & northwood (work order) v9.dwg 11/17/2022 06:50:33 gutierrez



SIGN INSTALLATIONS

TYPE	SIZE	QTY
W3-1	30"x30"	2
R7-9	12"x18"	2
R81(CA)	12"x8"	1
R81A(CA)	12"x5"	1



W3-1



R7-9



R81(CA)



R81A(CA)



SCALE 1"=60'

CITY TRAFFIC ENGINEER

RECOMMENDED BY:

David Roseman

SIGNING AND STRIPING IMPROVEMENTS PUENTE STREET AND NORTHWOOD AVENUE

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 02/28/2023
SUBJECT: Purchase of New Fire Apparatus

RECOMMENDATION

Appropriate \$219,408.15 from General Fund and authorize the purchase of one (1) ladder/tiller truck for \$1,950,408.63.

BACKGROUND/DISCUSSION

In 2022, the City retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Response Coverage (SOC) and Community Risk Assessment (CRA) study to review current organizational conditions, analyze future service demands and service delivery options, and provide recommendations for the Fire Department (Department) to guide future decision-making for the next three to five years. The scope included a command staff assessment to model the City's needs if it were to separate from the shared fire command partnership with the City of Fullerton. Citygate utilized multiple sources to gather, understand, and model information about the City and Department and requested a large amount of relevant background data and information to understand better current costs, service levels, history of service level decisions, and prior studies. Citygate also utilized various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI).

Following the issuance of the report, Public Works Department management staff met with Fire Department management staff to assess the current operations of Fire Station 1 and Fire Station 2 vehicles and discussed the recommended replacement.

To better understand the current asset, vehicle age/mileage, and deployment, a detailed breakdown of Fire Station 1 and Fire Station 2 was created. The recommendations for new equipment noted are from Fire management staff:

Fire Station 1:

Reserve Ladder/Tiller Truck (2007 Pierce, 105,749 miles)

Fire Station 2:

Frontline Ladder/Tiller Truck (New truck)

The current frontline truck will go on reserve status once the new frontline truck is received.

With the growing number of emergency calls due to our increasing population and risk of wildland fires, replacing the one ladder/tiller truck (La France 1998) is recommended. This setup will put the City in a better position for the future needs of the Fire Department.

At the October 18, 2022, City Council meeting, the City Council authorized the purchase of three fire engines for \$2,718,583.52. The cost of this new ladder truck is \$1,950,408.63. There is currently \$1,731,000.48 budget remaining. An appropriation of \$219,408.15 is required to cover the shortfall to purchase the new ladder truck. By prepaying and purchasing the ladder truck now, the City can save over \$130,000.

SUMMARY/FISCAL IMPACT

As equipment prices have risen tremendously this past year, the need to purchase now is due to lengthier build times and annual cost increases. The cost of one ladder/tiller truck is \$1,950,408.63, with only a \$1,731,000.48 budget remaining. An appropriation of \$219,408.15 is required to cover the shortfall. By purchasing this apparatus now and taking advantage of a prepayment discount, the City can save over \$130,000. The fiscal impact will be to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Rudy Correa, Equipment Superintendent

Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

Quote

Buying Agency:	City of Brea	Contractor:	South Coast Fire Equipment/Pierce Manufacturing		
Contact Person:	David Coleman	Prepared By:	Kevin Newell		
Phone:	562-686-2216	Phone:	9096739900		
Fax:		Fax:			
Email:	Davidco@ci.brea.ca.us	Email:	orders@southcoastfire.net		
Product Code:	FS19VA11	Description:	Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$1,693,508.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.					
(Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$175,441.00
			Subtotal B:		\$175,441.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$44,988.00
			Subtotal C:		\$44,988.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		2.41%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X Subtotal of A + B + C:	1913937	=	Subtotal D: \$1,913,937.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation					
Description		Cost	Description		Cost
Sales tax		\$139,802.48	Prepayment discount		-\$110,034.00
Performance Bond		\$4,689.15			
Tire Fee		\$14.00			
			Subtotal F:		\$34,471.63
Delivery Date:		36-38 months		G. Total Purchase Price (D+E+F): \$1,950,408.63	

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
109	1	TAK-4 Suspension	\$21,492.00	
112	1	Change to Air Ride Suspension, Single	\$9,437.00	
137	1	Brake fittings compression type	\$1,898.00	
143	1	Cummins 450 to x12	\$39,119.00	
	1	X12 to Paccar 510 HP	\$0.00	\$33,320.00
167	1	Mirrors - change to Bus style cab corner	\$4,345.00	
170	1	Raised roof, custom cab	\$3,167.00	
175	1	Electric Windows	\$2,795.00	
176	1	Electric Door locks	\$1,628.00	
177	1	110 Volt cab A/C	\$3,039.00	
186	1	EMS Compartment in Cab	\$4,229.00	
208	15	Spare 12 volt power (each)	\$3,600.00	
	1	David Clark Intercom	\$0.00	\$11,668.00
234	6	Intercom Headset - Wired	\$4,494.00	
252	1	430 amp Delco alternator	\$5,244.00	
253	1	LED cab lighting	\$1,284.00	
255	1	LED Headlights	\$3,248.00	
266	1	Tail lighting LED Upgrade	\$2,212.00	
254	1	LED body perimeter additional	\$2,877.00	
259	1	12 volt LED Flood Brow light B	\$4,317.00	
264	7	12 volt LED Flood Recessed or surface (per light) B	\$24,584.00	
297	1	LED Compartment Lighting premium	\$5,353.00	
310	6	Adjustable Compartment shelves	\$1,590.00	
314	4	Slide-out floor tray	\$4,448.00	
330	16	SCBA Storage Bins (each)	\$3,424.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$8,142.00	
422	1	Q2B Siren	\$5,795.00	
429	1	Traffic Directing light bar "B"	\$3,680.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		Base Bid	\$1,693,508.00	
		Published Options	\$175,441.00	
		Total Published Options	\$1,868,949.00	
		Unpublished Options	\$44,988.00	2.41%
		Total Options w/o HGAC Fee	\$1,913,937.00	

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 02/28/2023

SUBJECT: Purchasing System Update – Receive Update and Consider Revisions to the City’s Purchasing Policy Limits

RECOMMENDATION

Receive the update and recommend the City Council consider adoption of Resolution No. 2023-0XX designating Purchasing Policy Limits and the Local Vendor Preference Amount for the City’s Purchasing System.

BACKGROUND/DISCUSSION

The City’s Purchasing Policy (Ordinance No. 1198) defines Open Market, Informal Solicitation and Formal Solicitation purchases of supplies, materials, equipment, and services for both non-Public Works projects and Public Works projects. The City’s Purchasing Policy also defines the local vendor preference amount and is only used for comparison purposes in connection with Formal Solicitation purchases of supplies, materials, equipment and services.

Periodically, the Purchasing Policy limits need to be revised by resolution to conform to new and revised legislation and to update the purchase limits based on various economic factors. The last revision to the City’s Purchasing Policy limits was in 2019 with Resolution No. 2019-008 which updated the Public Works projects limits based upon the increased thresholds identified in the amendments of the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) (Cal. Pub. Cont. Code § 22000 et. seq.). Whereas, the Purchasing Policy limits for non-Public Works projects remain unchanged. The last update to the non-Public Works projects purchasing limit was in 2017 with Resolution No. 2017-067 which updated the Open Market limit from \$3,000 to \$5,000. Purchasing limits for Informal Solicitation and Formal Solicitation remain unchanged and have not been updated since prior to 1987.

Recently, the Purchasing Division received several requests from departments to review the Purchasing Policy limits in regards to non-Public Works projects and consider updating to allow for greater efficiency within the purchasing procedures. Staff researched this matter further and evaluated purchasing policy limits of neighboring Orange County agencies including Anaheim, Fullerton, Irvine, La Palma, Newport Beach, Placentia, Santa Ana and Yorba Linda. For reference please find attached the Comparison of Purchasing Policy Limits for the Procurement of Goods and Services for the neighboring cities that were surveyed. For non-Public Works projects, purchasing limits vary between each agency since they were tailored to the agency’s specific procurement procedures. For Open Market

purchases, the purchasing limit typically ranges from \$1,000 up to \$10,000. For Informal Solicitation purchases, purchasing limits vary even more between the agencies evaluated. The purchasing limit for Informal Solicitation ranges between \$1,001 to \$75,000.

Staff also conducted an analysis of the City's purchasing activity and volume for the past fiscal year from July 1, 2021 to June 30, 2022 and below is summary of purchase orders for non-Public Works projects:

Purchase Order Level (\$)	Number of Purchase Orders	Purchase Orders as a Percent of Total
\$5,001 to \$7,000	15	9%
\$7,001 to \$25,000	90	58%
\$25,001 to \$50,000	26	17%
Over \$50,001	25	16%
TOTAL	156	100%

It is also important to consider current economic factors and their impact on an agency's purchasing limit so that it retains purchasing power over time consistent with the intention of the purchasing system. For reference, the Consumer Price Index for all Urban Consumers (CPI-U) for the *Los Angeles-Long Beach-Anaheim* area was 5.8 percent as of January 2023 for a twelve-month period. Based upon this research and analysis, staff is recommending to update the Purchasing Policy limits for Open Market Solicitation, Informal Solicitation and Formal Solicitation for non-Public Works projects. All other limits are recommended to remain the same. Additionally, the local vendor preference amount will continue to be 1% of the bid amount.

The below chart summarizes the current and proposed Purchasing Policy Limits for non-Public Works projects, and if approved, would shift approximately 26 purchases from a formal bidding process to an informal bidding process. With this recommendation, the "Executed/Signed By" authority would also be increased as follows:

Non-Public Works Projects			
Purchasing Policy Limit	Current	Proposed	Executed/Signed By
Open Market	\$5,000	\$7,000	Purchasing Agent, Directors, or Directors' designee
Informal Solicitation	\$25,000	\$50,000	Purchasing Agent or Administrative Services Director
Formal Solicitation	> \$25,000	> \$50,000	Mayor or City Manager

In addition to consistency with other cities, this change would accelerate the purchasing process for parts and services that are needed eliminating delays in necessary repairs or improvements due to the timeframe required under the current policy limits.

As an example, Public Works recently purchased nine utility poles for safety netting at the Brea Creek Golf Course as part of the Arovista Modernization Project with bids ranging between \$34,653 to \$57,510. Under the current policy, this required a formal bidding process that took four to six weeks to solicit and prepare a recommendation to the Finance

Committee and City Council for final approval. Under the recommended policy limits, this purchase would require an Informal Solicitation allowing staff to obtain three written quotes from vendors and the purchase can be made administratively in a more efficient and timely manner while retaining the lowest responsive bid. In this example, the delivery time to receive these poles would be reduced and installation could take place sooner.

ALTERNATIVES

- City Council may elect to modify staff's recommended Purchasing Policy Limits for non-Public Works projects; or
- City Council may elect to maintain the current Purchasing Policy Limits.

SUMMARY/FISCAL IMPACT

There is no direct fiscal impact from approving the attached resolution.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Current Purchasing Ordinance No. 1198

Comparison of Purchasing Policy Limits for the Procurement of Goods and Services
Resolution

ORDINANCE NO. 1198

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA UPDATING THE CITY'S PURCHASING SYSTEM AND AMENDING THE BREA CITY CODE

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. RECITALS:

(i) The City's current purchasing system, codified at Chapter 3.24 of the Brea City Code, was established in 1961.

(ii) In the fifty-six years since the City's current purchasing system was established, statutes and case law governing municipal purchasing have evolved. Additionally, there have been changes in the City's internal organization and operations.

(iii) The purpose of this Ordinance is to modernize and clarify the City's purchasing system consistent with applicable law.

B. ORDINANCE:

Section 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

Section 2. Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

"CHAPTER 3.24: PURCHASING

Section

3.24.010	Adoption of Purchasing System
3.24.020	Definitions
3.24.030	Centralized Purchasing Division; Purchasing Agent
3.24.040	Exemptions from Centralized Purchasing
3.24.050	Requisitions
3.24.060	Use of Purchasing Cards, Purchase Orders, and Written Contracts
3.24.070	Open Market Purchases
3.24.080	Informal Solicitation Purchases

3.24.090	Formal Solicitation Purchases
3.24.100	Professional Service Purchases
3.24.110	Public Works Project Purchases
3.24.120	Special Circumstances
3.24.130	Bonds
3.24.140	Change Orders
3.24.150	Surplus Personal Property Disposal

§ 3.24.010 – Adoption of Purchasing System.

In order to establish efficient procedures for the purchase of supplies, materials, equipment, and services at the lowest cost commensurate with quality needed and with due consideration to disposability; to exercise positive financial control over purchases; to clearly define authority for the purchasing functions; and to buy without favor or prejudice, a purchasing system is adopted and shall control the procedure for all purchases except as otherwise provided by law.

§ 3.24.020 – Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. “Cost-Based Services”: All services other than professional services.
- B. “Department”: Any of the departments, offices, or other organization units of the city, or of any special agency whose affairs and funds are under the supervision and control of the City Council and for which the City Council is ex-officio the governing body.
- C. “Director”: The person appointed by the City Manager to lead a department.
- D. “Emergency”: A sudden, unexpected occurrence requiring immediate action to maintain public safety, or to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

E. "Local Vendor": A vendor that satisfies all of the following criteria: (i) regularly maintains a place of business and transacts business in, or regularly maintains an inventory of merchandise for sale in, the city; (ii) is current in the payment of business taxes to the city; and (iii) possesses all necessary licenses and permits from the city.

F. "Local Vendor Preference Amount": the amount by which an offer from a local vendor in a formal solicitation pursuant to § 3.24.090 shall be reduced for offer comparison purposes.

G. "Offer": A quote, bid, or proposal.

H. "Offeror": The individual or entity providing a quote, bid, or proposal.

I. "Professional Services": The services of architects, artists and designers, attorneys, auditors, computer programmers, economic analysts, engineers, environmental analysts, financial analysts, grant and specification writers, insurance brokers, property analysts, real estate agents, specialized trainers, or other individuals or entities possessing a high degree of specialized skill or expertise that, in the determination of the City Manager, do not readily fall within a cost-based competitive offer process.

J. "Public Works Project": A public project as defined by the UPCCAA.

K. "Purchase": Purchase of supplies, materials, equipment, and services shall include leases or rentals of such items as well as transactions by which the city acquires ownership or services.

L. "Purchasing Policy": The City Council resolution designating: (i) the limits for open market, informal solicitation, and formal solicitation purchases of supplies, materials, equipment, services, and public works projects; and (ii) the local vendor preference amount.

M. "Responsive and Responsible Offeror": An offeror that both: (i) has submitted an offer to furnish supplies, materials, equipment, services, or a public works project in conformity with the solicitation; and (ii) has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily provide the supplies, materials, equipment, services, or public works project specified in the solicitation (as determined from prior experience with the city, references, and other available information).

N. "Services": Any and all cost-based services and professional services.

O. "Solicitation": A request for quote, bid or proposal.

P. "Supplies", "Materials", and "Equipment": Any and all items that shall be furnished to or used by any department.

Q. "Surplus Personal Property": Any item that is obsolete, worn out, or no longer used by the acquiring department.

R. "UPCCAA": The Uniform Public Construction Cost Accounting Act (Cal. Pub. Cont. Code § 22000 et seq.).

S. "Vendor": A consultant, contractor, or provider of supplies, materials, equipment, and services.

T. "Vendors List": A current file of vendors for supplies, materials, equipment, and services.

§ 3.24.030 – Centralized Purchasing Division; Purchasing Agent.

A. Centralized Purchasing Division. There is created a centralized purchasing division within the Administrative Services Department in which is vested authority to purchase supplies, materials, equipment, and services. The City Manager, acting for and on behalf of the City Council, shall have the power to issue instructions as deemed necessary for the operation of the purchasing division.

B. Purchasing Agent. There is created the position of Purchasing Agent. The Purchasing Agent shall be appointed by the City Manager to direct and manage the city's purchasing division. The Purchasing Agent shall have the authority to purchase supplies, materials, equipment, and services in accordance with this chapter. The Purchasing Agent shall establish methods and procedures necessary for the efficient and economical functioning of the purchasing division.

§ 3.24.040 – Exemptions from Centralized Purchasing.

The Purchasing Agent may, and where legally required to do so shall, authorize a department to independently purchase particular classes of supplies, materials, equipment, or services in accordance with this chapter. Unless otherwise prohibited by law, the Purchasing Agent also may rescind such authorization to purchase independently.

§ 3.24.050 – Requisitions.

All departments shall submit requests to the Purchasing Agent by standard requisition forms for the supplies, materials, equipment, and services required for their operations subject to available City Council-adopted budget appropriations.

§ 3.24.060 – Use of Purchasing Cards, Purchase Orders, and Written Contracts.

Purchases of supplies, materials, equipment, and services shall be made by purchasing card transaction, or by a purchase order, or by both a written contract and a purchase order as specified below and within the limits specified in the purchasing policy.

§ 3.24.070 – Open Market Purchases.

A. Applicability. The Purchasing Agent, Directors, and Directors' designees may use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the open market purchase limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent, Directors, and Directors' designees shall make a reasonable effort to obtain the lowest cost commensurate with quality needed by written, electronic, or other means without the necessity of publishing notice of the solicitation or seeking competitive offers.

C. Execution. Open market purchases may be executed by a purchasing card transaction or by a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction may be executed by the Purchasing Agent, Directors, and Directors' designees. Any such purchase order may be executed by the Purchasing Agent.

§ 3.24.080 – Informal Solicitation Purchases.

A. Applicability. The Purchasing Agent may use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the informal solicitation limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent shall make a reasonable effort to obtain at least three competitive offers by written, electronic, or other means without the necessity of publishing notice of the solicitation. In the event three competitive offers are not obtained, the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division.

C. Offer Submission. Offers shall be submitted to the Purchasing Agent as specified in the solicitation.

D. Purchase Award; Offer Rejection. The Purchasing Agent shall award the purchase to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the Purchasing Agent may cancel the procurement or may reissue the solicitation.

E. Tie Offers. If two or more offers received are for the same total amount or unit price, quality and service being equal, then the Purchasing Agent may either: (i) select one based on delivery date, scope of warranty, local vendor status, or other benefit deemed to be in the city's best interests; or (ii) accept the offer made by negotiation with the tie offerors.

F. Execution. Informal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order and written contract may be executed by the Purchasing Agent or the Administrative Services Director.

§ 3.24.090 – Formal Solicitation Purchases.

A. Applicability. The Purchasing Agent shall use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the formal solicitation limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent shall publish notice of the solicitation. Such notice shall include a general description of the supplies, materials, equipment, or services to be purchased; shall state where the solicitation documents may be obtained; and shall state the time and place for opening of offers. The Purchasing Agent shall also solicit offers from vendors whose names are on the vendors list for the category of purchase being solicited.

C. Offer Submission. At the discretion of the Purchasing Agent, sealed written offers may be received in paper copy or by secured electronic means, as specified in the solicitation.

D. Offer Opening. The Purchasing Agent shall publicly open offers at the time and place stated in the solicitation. If an offer is submitted by a local vendor, the

Purchasing Agent shall, for the purpose of offer comparison only, reduce the amount of such offer by the local vendor preference amount. Offer results shall be posted publicly or otherwise made available for public inspection.

E. Purchase Award; Offer Rejection. The City Council shall award the purchase to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the City Council may cancel the procurement or may order reissuance of the solicitation.

F. Tie Offers. If two or more low offers received are for the same total amount or unit price, quality and service being equal, then the City Council may either: (i) select one based on delivery date, scope of warranty, local vendor status, or other benefit deemed to be in the city's best interests; or (ii) accept the lowest offer made by negotiation with the tie offerors.

G. Execution. Formal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order may be executed by the Administrative Services Director. Any such written contract may be executed by the Mayor or the City Manager.

§ 3.24.100 – Professional Service Purchases.

A. Open Market Solicitation. The Purchasing Agent, Directors, and Directors' designees may use the procedure set forth in this paragraph for purchases of professional services of a value within the open market purchase limit specified in the purchasing policy.

1. The Purchasing Agent, Directors, and Directors' designees shall make a reasonable effort to obtain offers by written, electronic, or other means without the necessity of publishing notice of the solicitation or seeking competitive offers.

2. Open market purchases may be executed by a purchasing card transaction or by a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction may be executed by the Purchasing Agent, Directors, and Directors' designees. Any such purchase order may be executed by the Purchasing Agent.

B. Informal Solicitation. The Purchasing Agent may use the procedure set forth in this paragraph for purchases of professional services of a value within the informal solicitation limit specified in the purchasing policy.

1. The Purchasing Agent shall make a reasonable effort to obtain at least three competitive offers by written, electronic, or other means without the necessity of publishing notice of the solicitation. In the event three competitive offers are not obtained, the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division.

2. The Purchasing Agent shall either: (i) award the purchase to a responsive and responsible offeror on the basis of demonstrated competence, professional qualifications, and a fair and reasonable price for the city; or (ii) reject all offers. If all offers are rejected, then the Purchasing Agent may cancel the procurement or may reissue the solicitation.

3. Informal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order and written contract may be executed by the Purchasing Agent or the Administrative Services Director.

C. Formal Solicitation. The Purchasing Agent shall use the procedure set forth in this paragraph for purchases of professional services of a value within the formal solicitation limit specified in the purchasing policy.

1. The Purchasing Agent shall publish a notice of the solicitation.
2. The City Council shall either: (i) award the purchase to a responsive and responsible offeror on the basis of demonstrated competence, professional qualifications, and a fair and reasonable price for the city; or (ii) reject all offers. If all offers are rejected, then the City Council may cancel the procurement or may order reissuance of the solicitation.
3. Formal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order may be executed by the Administrative Services Director. Any such written contract may be executed by the Mayor or the City Manager.

§ 3.24.110 – Public Works Project Purchases.

A. Open Market Purchases. The Public Works Director may execute written contracts for public works projects of a value within the open market purchase limit specified in the purchasing policy. Such purchases may be made without competitive bidding.

B. Informal Solicitation Purchases. The Public Works Director may use the procedure set forth in this paragraph for public works project contract awards within the informal solicitation limit specified in the purchasing policy.

1. The city shall maintain a list of all qualified contractors, identified according to categories of work. The criteria for development and maintenance of the contractors list shall be as determined by the California Uniform Construction Cost Accounting Commission.

2. Not less than ten (10) calendar days before offers will be due, the Public Works Director shall issue an offer invitation notice to all qualified contractors on

the list for the category of work being solicited or to all trade journals specified pursuant to Cal. Pub. Cont. Code § 22036, or both, unless the product or service is proprietary. The notice shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for submission of offers.

3. All received offers that are timely shall be evaluated by the Public Works Department.

4. The Public Works Director shall award the contract to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the Public Works Director may cancel the procurement or may reissue the solicitation.

5. If all offers received are in excess of the public works project informal solicitation limit specified in the purchasing policy, then, by adoption of a resolution by four-fifths vote, and upon determining that the city's cost estimate was reasonable, the City Council may award the contract to the lowest responsive and responsible offeror in an amount up to the limit specified in the purchasing policy for such circumstances.

C. Formal Purchases. The Public Works Director shall use the formal solicitation procedure set forth in the UPCCAA for public works project contract awards within the formal solicitation limit specified in the purchasing policy.

D. Execution. Public works project purchases shall be executed by both a written contract and a purchase order. Any such purchase order may be executed by the Purchasing Agent or the Administrative Services Director as applicable. Written contracts for an open market purchase, and for an informal solicitation purchase within the informal solicitation limit specified in the purchasing policy, may be executed by the Public Works Director. All other written contracts may be executed by the Mayor or City Manager.

E. Administration. Public works project contract administration will be the responsibility of the Public Works Department.

§ 3.24.120 – Special Circumstances.

A. Special Government Payments. This chapter does not apply to payments made for Department of Justice background checks, U.S. Postal Service postage, or permit fees imposed by other government agencies.

B. Legal Notices. This chapter does not apply to contracts for printing of legal notices in a newspaper of general circulation. The City Council shall annually award such contracts in accordance with Cal. Pub. Cont. Code § 20169 based on price, circulation, and any other matters deemed to affect the value to the public.

C. Emergency Procurements.

1. Public Works Projects. When repairs or replacements are necessary in an emergency, the City Council, by a four-fifths vote, may proceed at once to repair or replace any public facility without adopting plans, specifications, or working details, or publishing a notice of the solicitation, and without otherwise complying with the requirements of this chapter. Prior to taking such action, the City Council shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a solicitation for competitive offers, and that the action is necessary to respond to the emergency. The work may be done by day labor, by contract, or by a combination of the two. If a notice of the solicitation is not published, the city shall comply with Cal. Pub. Cont. Code § 22050. The City Manager is delegated the authority to declare the emergency in such circumstances when it is not feasible for the City Council to meet to do so, and to take such actions as the City Manager deems necessary, consistent with the provisions of this paragraph. The City Manager's actions shall be subject to prompt review by the City Council as to the need to continue the emergency action, in accordance with the provisions of § 22050.

2. Supplies, Materials, Equipment and Services. In the event of an emergency giving rise to the need to procure supplies, materials, equipment or services without complying with this chapter, the City Council may dispense with bidding or other requirements of this chapter, and may expend any sum to make the procurement required due to the emergency. The City Manager is delegated the authority to declare the emergency in such circumstances when it is not feasible for the City Council to meet to do so, and to take such actions as the City Manager deems necessary, consistent with the provisions of this paragraph. The City Manager's actions shall be subject to prompt review by the City Council as to the need to continue the emergency action.

D. Developer-Funded Professional Services. This chapter does not apply to purchases of professional services that both: (i) relate to a private development project under review by the city; and (ii) are solely funded by the project applicant or an affiliate of the project applicant. Such purchases may be executed by a purchasing card transaction, or by a purchase order, or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction, purchase order, or written contract may be executed by the Purchasing Agent or the Administrative Services Director.

E. Public Interest Exemption. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services when the Purchasing Agent, with the approval of the City Manager, determines that the best interests of the city would be served thereby and the amount of the contract does not exceed twice the formal solicitation limit specified in the purchasing policy. This exemption may not be used for public works projects. Whenever the City Manager approves the use of this exemption, the City Manager may require that the Purchasing Agent solicit informal offers under such conditions and limitations as the City Manager may impose. If the value

of a procurement made using this exemption is within the open market limit specified by the purchasing policy, then the purchase may be executed by purchasing card or purchase order as deemed appropriate by the Purchasing Agent. If the value of a procurement made using this exemption is within the informal solicitation limit specified by the purchasing policy, then a purchase order and written contract shall be executed by the Purchasing Agent. For all other procurements made using this exemption, a written contract shall be executed by the City Manager and a purchase order shall be executed by the Purchasing Agent or Administrative Services Director.

F. Sole Source Procurements. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services that are available from only one (1) source. The Purchasing Agent may negotiate with such source to the end that the city receives the desired supplies, materials, equipment, or service on fair terms. Such procurements shall be executed in accordance with paragraph J below.

G. Piggyback or Cooperative Purchase Procurements. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services available through: (i) a valid contract executed by another public agency; or (ii) a cooperative purchasing program in which the city's participation is authorized by law and is deemed to be in the city's best interests in the determination of the Purchasing Agent. Such procurements shall be executed in accordance with paragraph J below.

H. Uniformity Exemption. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, and

the like or to maintain current warranties or contractual obligations deemed to be in the city's best interests in the determination of the Purchasing Agent. Such procurements shall be executed in accordance with paragraph J below.

I. Best Value Purchases. If the Purchasing Agent determines that it is not in the city's best interests to obtain a particular cost-based service using the competitive offer process of §§ 3.24.080 and 3.24.090, then the Purchasing Agent may procure such service on a best value basis. For such procurements, the Purchasing Agent shall determine the vendor that offers the best overall value to the city based on qualifications, experience, past performance, and price. Such procurements shall be executed in accordance with paragraph J below.

J. Execution. If the value of a procurement made under paragraphs F through I above is within the open market limit specified by the purchasing policy, then the purchase may be executed by purchasing card or purchase order as deemed appropriate by the Purchasing Agent. If the value of a procurement made under paragraphs F through I above is within the informal solicitation limit specified by the purchasing policy, then a purchase order or both a purchase order and written contract shall be executed by the Purchasing Agent. If the value of a procurement made under paragraphs F through I above is within the formal solicitation limit specified by the purchasing policy, then the purchase shall be subject to City Council approval, a written contract shall be executed by the Mayor or the City Manager, and a purchase order shall be executed by Administrative Services Director.

§ 3.24.130 – Bonds.

A. Authority. The Public Works Director or the Purchasing Agent shall have authority to require a bid, performance, payment, or other bond as deemed necessary to

protect the best interest of the city. The form and the amount of any required bond shall be described in the solicitation.

B. Return or Forfeiture of Bid Bond. Offerors shall be entitled to return of bid security; provided that a successful offeror shall forfeit its bid bond upon refusal or failure to execute the contract within ten (10) days after the notice of award has been issued. If the purchase is awarded to another offeror, then the amount of the lowest offeror's bid bond shall be applied by the city to the contract price differential between the lowest offer and the awarded offer, and any surplus shall be returned to the lowest offeror. If all offers are rejected and the solicitation is reissued, then the amount of the lowest offeror's bid bond may be used to offset the cost of receiving new offers, and any surplus shall be returned to the lowest offeror.

§ 3.24.140 – Change Orders.

For any City Council-approved purchase, the Administrative Services Director may execute change orders that cumulatively do not exceed the contingency limit specified by the City Council. If no contingency limit has been specified, then the Purchasing Agent and the Administrative Services Director may execute change orders that cumulatively do not exceed five percent (5%) of the original purchase amount or five thousand dollars (\$5,000), whichever is less.

§ 3.24.150 – Surplus Personal Property Disposal.

A. Reports. All departments shall submit to the Purchasing Agent, at such times and in such form as the Purchasing Agent shall prescribe, reports showing stocks of surplus personal property.

B. Interdepartmental Transfers. The Purchasing Agent may transfer any usable surplus personal property to another department in lieu of filling requisitions for the purchase of new and additional stocks of the same or similar articles.

C. Estimate of Value. The Purchasing Agent shall make an estimate of the value of all surplus personal property that is not usable by any department.

D. Exchange, Trade-in, or Sale. The Purchasing Agent may exchange, trade-in, or sell any surplus personal property that is not usable by any department.

1. For items with an estimated value within the open market limit specified in the purchasing policy, the Purchasing Agent shall make a reasonable effort to obtain a fair price by written, electronic, or other means without the necessity of publishing notice of the sale or seeking competitive offers.

2. For items with an estimated value within the informal solicitation limit specified in the purchasing policy, the Purchasing Agent shall make a reasonable effort to obtain at least three (3) competitive offers by written, electronic, or other means without the necessity of publishing notice of the sale.

3. For items with an estimated value within the formal limit specified in the purchasing policy, the Purchasing Agent shall publish notice of the sale. Such notice shall include a general description of the supplies, materials, or equipment to be sold; shall state where the solicitation documents may be secured; and shall state the time and place for opening of offers.

4. The Purchasing Agent shall also solicit offers from responsible vendors whose names are on the vendor list or by means of a contracted professional auction services.

E. Employee Offers. Employee offers will be considered on all publicly advertised sales; however, no employee whose job responsibility includes the administration of such surplus personal property sales shall be permitted to bid on or purchase such items.

F. Scrapping, Donation, and Destruction. If the Purchasing Agent is unable to exchange, trade-in, or sell surplus personal property, then the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division and may dispose of such articles through scrap sale, donation to another public agency, destruction, or any other disposition thereof.

G. Retired Police Dogs. The Purchasing Agent, upon approval of the City Manager and Police Chief, may sell a retired police dog to its handler or another member of the police department without need for competitive bidding.


H. Payments. Payments shall be made in full prior to transfer of the property to the winning bidder. Deposits shall be made into the general fund unless otherwise restricted by law."

SECTION 1. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

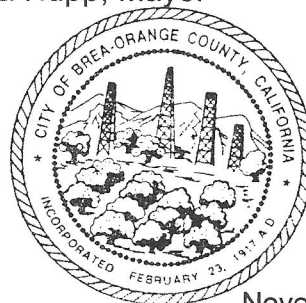
SECTION 2. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 21st day of November, 2017.

ATTEST:


Lillian Harris-City Clerk


Cecilia Hupp, Mayor



November 21, 2017
ORD. 1198

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 7th day of November, 2017, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 21st day of November, 2017, by the following vote:

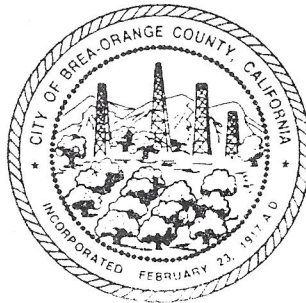
AYES: COUNCIL MEMBERS: Hupp, Parker, Simonoff, Vargas

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Marick

ABSTAIN: COUNCIL MEMBERS: None

DATED: November 21, 2017




Lillian Harris-Neal, City Clerk

RECEIVED

DEC 07 2017

OFFICE OF THE
CITY CLERK

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)
) ss.
County of Orange)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the **Star- Progress**, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on June 15, 2001, Case No. A-55572 in and for the County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

December 1, 2017

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

December 1, 2017

Signature

Star- Progress
2190 Towne Centre Place
Anaheim, Ca 92806
(714) 796-2209

PROOF OF PUBLICATION

NOTICE OF ADOPTION OF ORDINANCE NO. 1198 OF THE CITY COUNCIL OF THE CITY OF BREA UPDATING THE CITY'S PURCHASING SYSTEM AND AMENDING THE BREA CITY CODE

PLEASE TAKE NOTICE that on November 21, 2017, at 7:00 p.m., in the Council Chambers, Level 1, Brea Civic Cultural Center, 1 Civic Center Circle, Brea, California, the City Council of the City of Brea adopted its Ordinance No. 1198 entitled "An Ordinance of the City Council of the City of Brea Updating the City's Purchasing System and Amending the Brea City Code.

A summary of this Ordinance follows:

The City's current purchasing system, codified at Chapter 3.24 of the Brea City Code, was established in 1961.

In the fifty-six years since the City's current purchasing system was established, statutes and case law governing municipal purchasing have evolved. Additionally, there have been changes in the City's internal organization and operations.

The purpose of this Ordinance is to modernize and clarify the City's purchasing system consistent with applicable law.

Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code will include amendments to the following sections:

"CHAPTER 3.24: PURCHASING

Section

- 3.24.010 Adoption of Purchasing System
- 3.24.020 Definitions
- 3.24.030 Centralized Purchasing Division; Purchasing Agent
- 3.24.040 Exemptions from Centralized Purchasing
- 3.24.050 Requisitions
- 3.24.060 Use of Purchasing Cards, Purchase Orders, and Written Contracts
- 3.24.070 Open Market Purchases
- 3.24.080 Informal Solicitation Purchases
- 3.24.090 Formal Solicitation Purchases
- 3.24.100 Professional Service Purchases
- 3.24.110 Public Works Project Purchases
- 3.24.120 Special Circumstances
- 3.24.130 Bonds
- 3.24.140 Change Orders
- 3.24.150 Surplus Personal Property Disposal

Those voting for or against the Ordinance are as follows:

AYES: COUNCILMEMBERS: HUPP, PARKER,
SIMONOFF, VARGAS
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: MARICK
ABSTAINED: COUNCILMEMBERS: NONE

A certified copy of the entirety of the text of Ordinance No. 1198 is available in the office of the City Clerk, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California and is available for public inspection at that location.

Dated: November 22, 2017 Lillian Harris-Neal, City Clerk

Published in : Brea Star Progress December 1, 2017 11044400

Comparison of Purchasing Policy Limits for the Procurement of Goods and Services

Excludes Non-Public Work Projects Limits

City	Tier I	Tier II	Tier III	Tier IV
Brea, City of <i>Updated 2019</i>	up to \$5,000 <i>Open Market Purchasing Agent, Director or designee Award</i>	\$5,001 to \$25,000 <i>Informal bidding Purchasing Agent or AS Director Award</i>		over \$25,000 <i>Formal bidding City Council Award City Manager or Mayor Execute</i>
Anaheim, City of <i>Updated 2021</i>	up to \$10,000 <i>Open Market Award per Purchasing Procedure</i>	\$10,001 to \$50,000 <i>Informal bidding competitive bid (if possible) Purchasing Agent Award</i>	\$50,001 to \$100,000 <i>Formal bidding Purchasing Agent Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
Fullerton, City of <i>Updated 2019</i>	up to \$5,000 <i>Open Market Director or designee Award</i>	\$5,001 to \$50,000 <i>Informal bidding Director or designee Award</i>	\$50,001 to \$100,000 <i>Formal bidding City Manager Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
Irvine, City of <i>Updated 2019</i>	up to \$10,000 <i>Open Market Director Award</i>	\$10,001 to \$45,000 <i>Informal bidding Director Award up to \$30,000 City Manager Award up to \$100,000</i>	\$45,001 to \$100,000 <i>Formal bidding City Manager Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
La Palma, City of <i>Updated 2019</i>	up to \$1,000 <i>Open Market Director Award</i>	\$1,001 to \$25,000 <i>Informal bidding \$1,001 to \$5,000 Director Award \$5,001 to 25,000 City Manager Approval</i>		over \$25,000 <i>Formal bidding City Council Award</i>
Newport Beach, City of <i>Updated 2017</i>	up to \$3,000 <i>Open Market Mid-Manager Award</i>	\$3,001 to \$75,000 <i>Below \$25,000 informal bidding \$25,000 to \$75,000 formal bidding Director Award</i>	\$75,001 to \$120,000 <i>Formal bidding City Manager Award</i>	over \$120,000 <i>Formal bidding City Council Award</i>
Placentia, City of <i>Updated 2021</i>	up to \$2,500 <i>Over the Counter Purchasing Agent or Department designee Award</i>	\$2,501 to \$5,000 <i>Informal bidding Purchasing Agent Award</i>	\$5,001 to \$40,000 <i>Below \$25,000 Informal bidding \$25,000 to \$40,000 formal bidding City Administrator Award</i>	over \$40,000 <i>Formal bidding City Council Award</i>
Santa Ana, City of <i>Updated 2018</i>	up to \$5,000 <i>Open Market \$2,500 PO required Director Award</i>	\$5,001 to \$25,000 <i>Informal bidding Purchasing Manager Award</i>		over \$25,000 <i>Formal bidding City Council Award</i>
Yorba Linda, City of <i>Updated 2021</i>	up to \$2,500 <i>Open Market Mid-Manager Award</i>	\$2,501 to \$25,000 <i>Informal bidding competitive bid (if possible) Director Award</i>	\$25,001 to \$75,000 <i>Informal bidding City Manager Award</i>	over \$75,000 <i>Formal bidding City Council Award</i>
Average Policy Limit	up to \$4,900 <i>Open Market Manager or Department Award</i>	\$4901 to \$32,800 <i>Informal bidding Award varies</i>	\$32,801 to \$89,200 <i>Informal/formal bidding City Manager or Purchasing Agent Award</i>	over \$67,800 <i>Formal bidding City Council Award</i>

RESOLUTION NO.

A RESOLUTION OF THE BREA CITY COUNCIL DESIGNATING PURCHASING POLICY LIMITS AND THE LOCAL VENDOR PREFERENCE AMOUNT FOR THE CIY'S PURCHASING SYSTEM

A. RECITALS:

(i) Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code sets forth the City's purchasing system. Section 3.24.020 of Chapter 3.24 defines "Purchasing Policy" as the City Council resolution designating: (a) the limits for open market, informal solicitation, and formal solicitation purchases of supplies, materials, equipment, services, and public works projects; and (b) the local vendor preference amount.

(ii) This Resolution constitute the Purchasing Policy described in Section 3.24.020.

(iii) It is the intent of the City Council in adopting this Resolution to update existing purchasing limits to improve the efficiency of the City's purchasing system and, with respect to public works projects, to keep such system consistent with amendments to the Uniform Public Construction Cost Accounting Act ("UPCCAA") (Cal. Pub. Cont. Code § 22000 et. seq.).

(iv) all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, it is found, determined and resolved by the Brea City Council as follows:

1. The facts as set forth in the Recitals are true and correct.

2. City Council Resolution No. 2019-008 is hereby repealed.

3. The following purchasing policy limits are established for the City's purchasing system:

a. Supplies, Equipment, Materials and Services:

- i. Open Market Purchases: purchases up to \$7,000 or, if applicable, up to the micro-purchase threshold set by federal regulation
- ii. Informal Solicitation Purchases: purchases over \$7,000 (or, if applicable, the micro-purchase threshold set by federal regulation) and up to \$50,000
- iii. Formal Solicitation Purchases: purchases over \$50,000

b. Public Work Projects (governed by UPCCAA):

- i. Open Market Purchases: purchases up to \$60,000
- ii. Informal Solicitation Purchases: purchases over \$60,000 and up to \$200,000
- iii. Formal Solicitation Purchases: purchases over \$200,000
- iv. If all offers received for an informal solicitation public works project purchase are in excess of \$200,000, then, by adoption of a resolution by four-fifths vote, and upon determining that the City's cost estimate was reasonable, the City Council may award the contract to the lowest responsive and responsible offeror at \$212,500 or less.

4. If an offer for a purchase made pursuant to Brea City Code Section 3.24.090 is submitted by a local vendor, then the Purchasing Agent shall, for the purpose of offer comparison only, reduce the amount of such offer by 1%.

5. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 7th day of March, 2023.

Marty Simonoff, 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 7th day of February, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk