



FINANCE COMMITTEE AGENDA

Tuesday, January 9, 2018

8:30 AM

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

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

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center 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.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of December 12, 2017 Meeting

Attachment

[12-12-17 FC Minutes](#)

3. [Resolution to Certify Funding and Affirm Commitment to Implement Projects in Fiscal Years 2018/19 - 2023/24 Orange County Federal Transportation Improvement Program](#)

Attachment

[FTIP Resolution](#)

4. [Amendment to Professional Services Agreement with Onward Engineering for Additional Construction Management and Inspection Services on Capital Improvement Projects](#)

Attachments

[Proposals](#)

[Amendment](#)

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

5. [Professional Services Agreement for Forensic Phlebotomy Services](#)

Attachments

[Agreement](#)

[Certificate of Insurance](#)

6. [Purchasing Activity under Special City Council Authorization for Period Ending December 31, 2017](#)

Attachment

[Attachment](#)

DISCUSSION

7. Schedule Next Meeting: January 30, 2018

cc: Mayor Glenn Parker
Council Member Steven Vargas

Special Accommodations

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: Bill Gallardo

DATE: 01/09/2018

SUBJECT: Approval of Minutes of December 12, 2017 Meeting

Attachment

12-12-17 FC Minutes



FINANCE COMMITTEE MINUTES

Tuesday, December 12, 2017

9:00 AM

Executive Conference Room, Level Three

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Christine Marick, Council Member Marty Simonoff, Chris Emeterio, David Crabtree, Cindy Russell, Carrie Hernandez, Steve Kooyman, Faith Madrazo, Lee Squire, Alicia Brenner and Kristofer Kataoka.

OTHER ATTENDEES: Rick Rios, City Treasurer

1. Matters from the Audience – *None*

CONSENT

2. Approval of Minutes of November 28, 2017 – *Approved.*
3. Curtis Theatre Building Monitor and PA System Upgrade – *Recommended for City Council approval.*
4. Lease and Maintenance of Digital Printing/Copying Equipment – *Recommended for City Council approval.*
5. Annual Development Impact Fee Report and Five Year Findings for Fiscal Year Ending June 30, 2017 – *Recommended to Receive and File.*
6. Resolution Concerning Measure M2 Expenditure Report – *Recommended for City Council approval.*

DISCUSSION

7. Schedule Next Meeting: January 9, 2018

Meeting adjourned: 9:04 AM

cc: Mayor Glenn Parker
Council Member Cecilia Hupp
Council Member Steven Vargas

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/09/2018

SUBJECT: Resolution to Certify Funding and Affirm Commitment to Implement Projects in Fiscal Years 2018/19 - 2023/24 Orange County Federal Transportation Improvement Program

RECOMMENDATION

Adopt Resolution Certifying Resources and Affirming Commitment To The 2019 Federal Transportation Improvement Program (FTIP)

BACKGROUND/DISCUSSION

The Federal Transportation Improvement Program (FTIP) is the short-range program that implements the long-range Regional Transportation Plan (RTP) to improve mobility and air quality. The FTIP is comprised of projects of regional significance that are currently funded with State or Federal funding or are anticipated to receive state or federal funding in the near future. Regionally significant projects are those that would have significant impacts on regional travel, emissions, and air quality within the Southern California Association of Government (SCAG) region. Development and adoption of the FTIP is required in order to receive State and Federal funding. Federal law requires that the FTIP program be updated at least every two years and be financially constrained.

The Orange County Transportation Authority (OCTA) administers the FTIP program for Orange County cities. The base FTIP is updated every two years, which was last updated in December 2016 for the 2017 FTIP. As required by the Federal Highway Administration (FHWA), the FTIP must be a financially constrained program, which means project allocations cannot exceed available funds. To help ensure compliance with the requirements of the FTIP program, particularly related to funding constraints, there is a requirement for agencies that have projects in the FTIP to adopt a Resolution certifying that projects requested for inclusion in the program (FY 2018-19 through FY 2023-24) are financially constrained and that agencies are committed to delivering them (see attached Resolution). Projects programed in FY 2017/18 – FY 2018/19 are expected to receive funding through anticipated revenues and/or future grants.

The City of Brea has two projects under the FTIP program, as follows:

1. SR 57 Freeway/Lambert Road Interchange Improvements (PN 7251)

This SR 57/Lambert Road Interchange Project (SR-57 Project) proposes to construct a new eastbound to northbound loop on-ramp and modify the spacing between the existing SR-57 northbound and southbound ramps to improve optimum traffic flow operations. Currently, the project has secured funding for Project Approval and Environmental Document Phase (PA&ED),

Plans, Specifications, and Estimates Phase (PS&E), and Right-of-Way Phase (ROW). Coordination with Caltrans is required for design, permitting, and construction. Caltrans was the lead agency for the environmental document and the City of Brea is currently the implementing agency for PS&E, ROW, and construction. The construction of the SR-57 Project is tentatively anticipated to start in FY 2019/20.

As mentioned previously, the City secured funding for the PA&ED Phase from the federal demonstration grant funds (DEMO-TEA 21), which necessitated the inclusion of this Project in the FTIP. The City has also secured Measure M2 competitive grant funds, and City matching funds from Fund 540 (Traffic Impact) for the PA&ED, ROW, and PS&E, with minimal Construction funds. The PA&ED Phase was completed in November 2015, and the ROW and PS&E Phases are currently in progress with an estimated completion date in December of 2018.

Staff is currently seeking construction funding from OCTA from Measure M2 Competitive Grant funds, which should provide the necessary funds to construct a portion of the overall Project (Phase 1). Additionally, staff is working with OCTA and Caltrans to secure funding from the SB 1 Trade Corridor Enhancement Program (TCEP) for an estimated October 2018 allocation, if successful.

The 2017 FTIP estimated cost for the construction of this project is \$40 million. However, due to various state standard updates, project delays, added design elements, and construction cost increases, the cost has increased to close to \$60 million. Therefore, the costs within the 2017 FTIP will need to be updated in the 2019 FTIP, which is planned for approval by December 2018.

2. The Tracks at Brea (PN7873)

The Tracks at Brea Project (Tracks Project) is defined by OCTA as a Transportation Control Measures (TCM) project. This Tracks Project creates a four mile pedestrian and biking trail running east/west through the City. Staff is utilizing numerous grants for the planning, design and construction of this transportation and recreational amenity. The trail is being developed in segments as grant funds become available. Currently, The Tracks Project is nearing completion of the four mile system. Segments 1, 2, 3, 5, and 6 are considered complete and open to the public. Construction on Segment 4 is estimated to be completed in spring of 2018. It should be noted that Segments 2, 3, 4, and 6 are the only segments that are included under the FTIP due to limited federal funding.

SUMMARY/FISCAL IMPACT

To ensure compliance with the requirements of the FTIP program, the City is required to adopt a Resolution certifying that projects requested for inclusion in the program (FY 2018-19 through FY 2023-24) are financially constrained and that the City is committed to deliver these projects. Therefore, staff recommends that the City Council adopt the aforementioned Resolution, which affirms the City's commitment to the projects, funding and delivery as submitted in the Draft 2019 Federal Transportation Improvement Program. This action has no fiscal impact to the City's General Fund. Below are the summary project costs. The "Estimated Costs" depicted in these following projects are currently listed in the 2017 FTIP.

SR 57 Freeway/Lambert Road Interchange Improvements (PN 7251)

Description	Estimated Costs *	Available Funds	Required Funds	Funding Sources
PA&ED and PS&E (ENG)**	\$4.8	\$4.8	none**	OCTA, Federal, Brea
Right-Of-Way (ROW)	\$18.9	\$14.9	\$4	STIP, OCTA, Brea
Construction**	\$40.1***	\$8	\$32.1	State, OCTA, Federal
Total	\$63.8	\$27.7	\$36.1	

* Amounts are in millions of dollars as depicted within the 2017 FTIP.

**The 2019 FTIP estimates will be updated in February 2018. Current Engineering and Construction estimates will need to be increased to approx. \$7M and \$60 M respectively based on various factors.

***Landscaping Design and Construction not included – Potential funding source OCTA

**The Tracks at Brea (PN 7873) – Transportation Control Measure Project (TCM)
Segments 2 & 3**

Description	Estimated Costs*	Funding Sources
Construction	\$1,650,000	Brea
Construction	\$2,557,000	Federal
Total	\$4,207,000	

Segment 4

Description	Estimated Costs*	Funding Sources
Construction	\$325,000	Brea
Construction	\$4,275,000	Federal
Total	\$4,600,000	

Segment 6

Description	Estimated Costs*	Funding Sources
Construction	\$1,713,000	Federal
Total	\$1,713,000	

* Estimated Costs as depicted within the 2017 FTIP and proposed 2019 FTIP. These estimates will be updated in February 2018 to reflect any changes since the October 2017 submittal.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Warren Coleman, Sr. Management Analyst

Concurrence: Steve Kooyman, City Engineer

Attachment

FTIP Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY OF BREA WHICH CERTIFIES THAT CITY OF BREA HAS THE RESOURCES TO FUND THE PROJECTS IN THE FISCAL YEAR 2018/19 – 2023/24 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRM ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

A. RECITALS:

- (i) The City of Brea is located within the metropolitan planning boundaries of the Southern California Association of Governments; and;
- (ii) The City Council has authorized projects submittals to Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP); and
- (iii) The City is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and
- (iv) The City of Brea agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED,

The City Council of the City of Brea does hereby affirm the City's commitment to the projects submitted in the 2019 Federal Transportation Improvement Program:

APPROVED AND ADOPTED this 16th day of January 2018.

Mayor

I, Lilian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 16th day of January 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

ATTEST: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/09/2018

SUBJECT: Amendment to Professional Services Agreement with Onward Engineering for Additional Construction Management and Inspection Services on Capital Improvement Projects

RECOMMENDATION

Approve Amendment to Professional Services Agreement.

BACKGROUND/DISCUSSION

On March 17, 2015, the City Council approved a Professional Services Agreement (PSA) with Onward Engineering (OE) to provide Construction Management and Inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis. The PSA includes a not-to-exceed amount of \$250,000 per year with an initial one-year term and provisions for three one year extensions making the total possible term four (4) years. To date, the PSA term has been extended two times with the current term from April 1, 2017 to April 1, 2018 without the need to amend the annual amount.

During the current term, OE has provided Construction Management and Inspection (CM&I) services on several high-priority projects including the Brea Parking Structure Project (CIP 7903), The Tracts at Brea Segments 2 and 3 (CIP 7873), Glenbrook Waterline and Pavement Rehabilitation Project (7452), and Laurel Elementary Magnet School/Lagos De Moreno Park Upgrades Project (CIP 7929) totaling up to approximately \$235,000. Additionally, since OE is one of the most qualified companies currently within the City's on-call program, staff also intends on utilizing OE for inspection services on the recently awarded construction contract for the Randolph Avenue/Imperial Highway Sewer Main Replacement Project (CIP 7621), which will replace approximately 1,500 linear feet of undersized sewer mains through the Randolph Creek section of town. These additional inspection services are expected to cost \$27,840 through the remainder of the current term.

As stated previously, OE is currently providing Inspection Services for CIP 7873, which has been delayed by several unforeseen conditions. This led to extending the number of construction working days, which then also required extending the inspection services in the amount of \$44,000. Additionally, OE is providing CM&I services for CIP 7929, which has also encountered several unforeseen conditions such as the need to replace the six inch sewer lateral serving the school.

The project has also experienced contractor construction delays that could push the completion

of the project into March of 2018. Although, the proposed changes to the current purchase order are in the amount of \$163,522, the majority of these costs are anticipated to be reimbursed through Liquidated Damages and from the School District with respect to the construction management and inspection costs associated with their sewer line work.

Therefore, due to various construction delays and unforeseen conditions on several projects, the construction management and inspection services will need to be extended to cover these extra construction days and also cover for the cost of inspection services for CIP 7621. Since the current PSA amount is not sufficient to complete their assigned project tasks before the next term is extended, a PSA Amendment (Amendment) to increase the annual not-to-exceed second term amount from \$250,000 to \$475,000 is necessary. See Amendment #1.

SUMMARY/FISCAL IMPACT

This Amendment will allow staff to extend the purchase orders for two active projects (7929 and 7873) and issue a purchase order for one upcoming project (7621) for OE to perform CM&I services up to the third term extension on April 1, 2018. Additionally, this will allow continuity of services, avoid further time delays, and added costs that would be associated with bringing in another firm to provide CM&I services. The change orders for the two active projects and new purchase order total \$235,362, which when added to the current encumbered PO amounts within this PSA come to over \$470,000. Therefore, staff recommends amending the PSA with OE to increase the not-to-exceed amount from \$250,000 to \$475,000 for the second term.

All costs related to CM&I services are included in the approved budget for the aforementioned projects. As indicated by the table below, there are sufficient funds within the projects to cover the cost of purchase order changes and new purchase order work within the Amendment. Therefore there will be no impact to the General Fund.

CIP #	Project Name	Budget	Expenditures To Date	Balance
7929	Lagos de Moreno Park	\$ 2,546,545	\$ 1,403,114	\$ 1,143,431
7873	Tracks At Brea	\$ 3,964,093	\$ 3,547,169	\$ 416,924
7621	Randolph Sewer	\$ 1,249,641	\$ 110,300	\$ 1,139,341

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

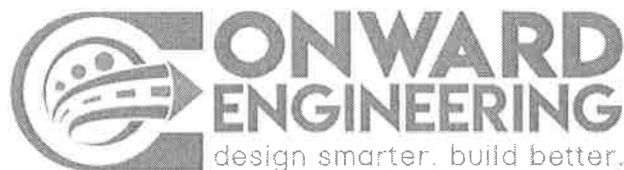
Prepared by: Warren Coleman, Sr. Management Analyst

Concurrence: Steve Kooyman P.E., City Engineer

Attachments

Proposals

Amendment



300 S. Harbor Blvd.
Suite 814
Anaheim, CA, 92805
p: 714.533.3050
f: 714 948.8978
www.oe-eng.com

Raymond Contreras
Public Works Department
Civic & Cultural Center
1 Civic Center Circle
Brea, California 92821

December 12, 2017

SUBJECT: Proposal to Brea for Inspection Services on Randolph Avenue/Imperial Highway Sewer Main Replacement Project (PN 7621)

Onward Engineering (OE) is pleased to present this letter proposal to provide inspection services for the Brea Randolph Avenue/Imperial Highway Sewer Main Replacement Project (PN 7621). Our proposed Senior Inspector for this project is Ron Brahs who is familiar with the City of Brea and is currently providing inspection services on projects for the City on an as-needed basis. Additionally, Ron understands the City of Brea's document management system Virtual Project Management (VPM) and will use VPM on this project.

The City is anticipating a construction duration of 105 working days with the pre-construction meeting scheduled for December 18, 2017. The work will include replacing approximately 1,500 linear feet of 10 and 12 inch sewer main line with a 14-inch sewer main line by pipe bursting and open cut installation methods. This project also entails irrigation and landscaping modifications to the existing median. In addition to inspection services Ron will provide daily summary reporting through VPM through the end of the project.

FEE PROPOSAL

- 105 working day duration
- Pre-construction Phase (meeting, constructability review, pre-construction site visit): 24 hours
- Inspection Time: 8 hours/day (105 x 8 = 840 hours)
- Post-Construction Phase (project file closeout) 12 hours
- Total Hours (24+840+12): **876 hours**

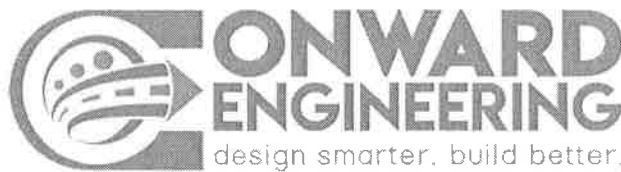
	Hours	Rate	Amount
Inspector	876	\$87	\$76,212
			<u>\$76,212</u>

I will act as the Principal-In-Charge for this contract and the individual responsible for entering OE into agreement with the City of Brea. If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

A handwritten signature in black ink that reads "Majdi Ataya". The signature is fluid and cursive.

Majdi Ataya, PE
President



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Anaheim, CA, 92805
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Raymond Contreras
Public Works Department
Civic & Cultural Center
1 Civic Center Circle
Brea, California 92821

December 12, 2017

SUBJECT: Amendment #1 to Proposal for Tracks at Brea Segment 2 & 3—PN 7873

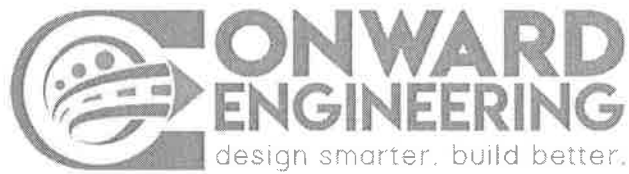
Onward Engineering (OE) presents this amendment letter proposal for additional inspection services for the Tracks at Brea Segment 2 & 3 (Project #7873). James (Jim) Greenfield is our proposed Senior Inspector for this project. Jim is familiar with the City of Brea and has been the inspector working on this project. Additionally, Jim understands the City of Brea's document management system Virtual Project Management (VPM) and will continue to use VPM on this project.

As of November 30, 2017, we are \$37,843.50 over budget. We anticipate an additional 72 hours to complete the project. These extra hours will be billed at our Inspector rate of \$87 an hour. The total expected overages for this project and the amount requested by this amendment is \$44,000. We expect this to cover the outstanding invoice as well as any added work required to achieve project completion.

I will diligently act as your advocate and as an extension of your staff. If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majdi Ataya, PE
President



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Raymond Contreras
Public Works Department
Civic & Cultural Center
1 Civic Center Circle
Brea, California 92821

December 12, 2017

SUBJECT: Amendment #1 to Proposal for CM on Lagos De Moreno Park Upgrades—PN 7929

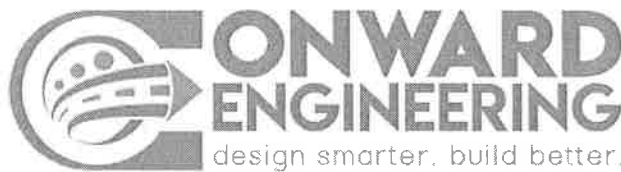
Onward Engineering (OE) presents this amendment letter proposal for additional construction management services for the Lagos De Moreno Park Upgrades (Project #7929). Tarek Halawani is our proposed Construction Manager for this project. Tarek is familiar with the City of Brea and has been the CM working on this project.

As of November 30, 2017, we are \$26,662.50 over budget. We anticipate an additional 595 hours to complete the project. These extra hours will be billed at our CM rate of \$135 an hour. The total expected overages for this project and the amount requested by this amendment is \$106,987.50. We expect this to cover all the CM work required to achieve project completion.

I will diligently act as your advocate and as an extension of your staff. If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majdi Ataya, PE
President



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Raymond Contreras
Public Works Department
Civic & Cultural Center
1 Civic Center Circle
Brea, California 92821

December 12, 2017

SUBJECT: Amendment #1 to Proposal for Inspection on Lagos De Moreno Park Upgrades—PN 7929

Onward Engineering (OE) presents this amendment letter proposal for additional construction inspection services for the Lagos De Moreno Park Upgrades (Project #7929). Darrell Holmes is our proposed Construction Inspector for this project. Darrell is familiar with the City of Brea and has been the Inspector working on this project thus far.

As of November 30, 2017, we are \$5,290.00 under budget. We anticipate an additional 672 hours to complete the project. These extra hours will be billed at our DSA Inspector rate of \$92 an hour. The total expected overages for this project and the amount requested by this amendment is \$56,534. We expect this to cover all the inspection work required to achieve project completion.

I will diligently act as your advocate and as an extension of your staff. If you have any questions or require additional information, please feel free to contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com.

Yours Truly,

Majdi Ataya, PE
President

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Professional Services Agreement is made and entered into this 16th day of January, 2018 by and between **Onward Engineering** ("CONSULTANT") and the **CITY OF BREA** ("CITY").

A. Recitals.

(i) **On or about March 17, 2017**, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT provides as-needed construction management and inspection services for various Capital Improvement Project ("Agreement", hereinafter.)

(ii) The parties hereto desire to amend the Agreement to increase the contract amount from \$250,000 to \$475,000 for only the current contract term.

B. Amendment.

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

1. Notwithstanding any other provision therein, the amount of the Agreement is hereby increased from \$250,000 to \$475,000 for only the current contract term. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain unchanged.

2. **The persons** executing this Amendment No. 1 warrant that they are authorized to execute this First Amendment and that this Amendment is binding on the parties hereto.

NOW, WHEREFORE, the parties have executed this Amendment No. 1 as of the date first set forth above.

CITY OF BREA
A California municipal corporation

CONSULTANT

Glenn Parker, Mayor

Majdi Ataya, Principal Engineer

Lillian Harris-Neel, City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 01/09/2018
SUBJECT: Professional Services Agreement for Forensic Phlebotomy Services

RECOMMENDATION

1. Approve the professional services agreement with California Forensic Phlebotomy, Inc. to provide as-needed Forensic Phlebotomy Services in an amount not to exceed \$25,000 per year; and
2. Authorize the City Manager to exercise up to four optional one-year extensions.

BACKGROUND/DISCUSSION

The City of Brea Police Services requires forensic phlebotomy laboratory services to draw blood samples, conduct tests, and provide reports for investigative purposes. These services include taking blood samples within 45 minutes of a request, providing the medical supplies and equipment necessary to conduct required tests, refrigerating and depositing samples in a refrigerated blood locker, providing transportation, appearing in court and other locations to discuss or testify on the collected samples, and providing related reports and documentation.

For the past 20 years, Brea Police Services has utilized California Forensic Phlebotomy (CFP) to provide these services. CFP has performed well, been responsive to requests, and been thorough in its analysis and reporting. Staff conducted a survey to determine if it was possible to obtain competitive proposals for these services. Research showed that only a few firms could service the Orange County area, specifically Brea, and quotations were sought accordingly. One of the respondents, Phlebotomy To Go, had limited services and their rates were higher, while Veni Express did not respond to the quotation request.

SUMMARY/FISCAL IMPACT

Since CFP has the knowledge and expertise; can provide the full scope of services; has performed those services well; and their price is competitive, fair, and reasonable, Brea Police Services recommends continuing to utilize CFP for these vital services.

The Fiscal Year 2017-18 budget has sufficient funding available in the Police Department's DUI Materials and Supplies account (110-21-2131-4385).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: John Conklin, Police Chief

Cindy Russell, Administrative Services Director

Attachments

Agreement

Certificate of Insurance

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BREA AND
CALIFORNIA FORENSIC PHLEBOTOMY, INC.**

This Agreement ("Agreement" or "Contract") is made and entered into this ____ day of _____, 2018 ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "CITY") and California Forensic Phlebotomy, Inc. (hereinafter referred to as "CONTRACTOR").

I. Recitals

- A. CITY has solicited a request for proposal for as-needed Forensic Phlebotomy Services as set forth in Exhibit A Scope of Services ("Services") from CONTRACTOR;
- B. CONTRACTOR has submitted a proposal in response thereto and represents CONTRACTOR is qualified and willing to perform such Services;
- C. CITY has reviewed and evaluated the CONTRACTOR's proposal, representations, qualifications, pricing, and promises to perform;
- D. CITY desires to retain CONTRACTOR to provide the Exhibit A requirements per the term and price as set forth in Exhibit B Term and Compensation ("the Term" and "the Price");

II. Agreement

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

- A. CONTRACTOR agrees to provide the Services for the Term and the Price.
- B. CONTRACTOR agrees as follows:
 - 1. Upon receiving specific instructions from the CITY to proceed, CONSULTANT shall forthwith commence performance hereunder in accordance with the Scope of Services attached hereto, and with all Federal, State, and City statutes, regulations, ordinances, and guidelines, all to the reasonable satisfaction of CITY.

2. CONTRACTOR shall supply copies of all required reports, writings, photographs and/or documents (hereinafter collectively referred to as "documents") including any supplemental documents to CITY, necessary for CONTRACTOR to perform the Services, or as otherwise specifically required hereunder. Copies of the documents shall be in such numbers as are required CITY. CITY may thereafter review and forward to CONTRACTOR comments regarding said documents and CONTRACTOR 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.
3. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
4. CONTRACTOR, while fulfilling the terms of this Agreement, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

C. CITY agrees as follows:

1. To pay CONTRACTOR according to Exhibit B Compensation for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs and fees, including the work of employees, CONTRACTOR and subcontractors to CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the schedule set forth below.
2. Unless otherwise agreed upon, payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONTRACTOR's proposal either with respect to hourly rates or lump sum amounts for individual tasks.
3. Additional services: Payments for additional services requested, in writing, by CITY shall be paid on a reimbursement basis in accordance with any agreed upon fee schedule established for CONTRACTOR's services. 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.

D. CITY agrees to provide to CONTRACTOR:

1. Information and assistance as needed to enable CONTRACTOR to perform the Services. However, any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.

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

E. Ownership of Documents:

1. All documents prepared by CONTRACTOR pursuant to this Agreement shall be considered works made for hire and, together with all intellectual property rights arising therefrom, shall be deemed to be the property of CITY. CONTRACTOR hereby assigns to CITY any and all intellectual property rights to such documents not otherwise conveyed by this subsection E. CONTRACTOR shall not make and retain for its own use, copies of any documents prepared pursuant to this Agreement, without CITY's prior written consent.

F. Termination:

1. This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR's applicable hourly rates on a pro-rata basis with respect to the percentage of the Services completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause. Termination or expiration of this Agreement does not release CONTRACTOR from any and all claims, damages or other liability incurred prior to termination or expiration.

G. Notices and Designated Representatives:

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

CONTRACTOR

California Forensic Phlebotomy, Inc.
27762 Antonio Parkway, Suite 1-647
Ladera Ranch, CA 92694
Russ Liedholm, President and Founder
949-285-0714
cvc23158@aol.com

CITY

City of Brea - Police Department
1 Civic Center Circle
Brea, CA 92821
John Burks, Captain
714-990-7744
JohnB@CityofBrea.net

2. 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.

H. Indemnity:

1. CONTRACTOR and CITY agree that CITY, its elected officials, officers, employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense

costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY.

2. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold CITY, its elected officials, officers employees, agents and volunteers free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in,,arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in CONTRACTOR's performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the CITY.
3. Any tort claims filed against the CITY related to CONTRACTOR's performance of this Agreement and subsequently tendered to CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.
4. The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents and officials.
5. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from

each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. Notwithstanding the foregoing, CONTRACTOR agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its contractors and sub-tier contractors in the performance of this Agreement.

6. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

I. Insurance:

1. Throughout the term of this Agreement, CONTRACTOR agrees to provide and maintain insurance as set forth in Exhibit C Insurance Requirements attached hereto and incorporated herein by reference.

J. Assignment:

1. No assignment of all or any part of this Agreement, and no subcontract to perform any obligation hereunder, shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

K. Independent Contractor:

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

L. Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Orange.

M. Attorneys' Fees:

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


N. Entire Agreement:

1. 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 or binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR

Contractor Name: California Forensic Phlebotomy, Inc.
Corporation Type: a California corporation
Printed Name: Russ Liedholm
Title: President and Founder
Signature: 
Date: 9/12/17

CITY

City of Brea
Corporation Type: a Municipal corporation
Printed Name: _____
Title: Mayor
Signature: _____
Date: _____

ATTEST

Printed Name: Lillian Harris-Neal
Title: City Clerk
Signature: _____
Date: _____

Attachments (incorporated documents):

- Exhibit A – Scope of Services
- Exhibit B – Term and Compensation
- Exhibit C – Insurance Requirements

EXHIBIT A SCOPE OF SERVICES

I. Services Summary

- A. CONTRACTOR shall provide as-needed Forensic Phlebotomy Services for CITY.

II. Service Locations

- A. General locations are within the Orange County area.
- B. Specific locations are the Brea Police Department, local hospitals, field booking locations in and around the City of Brea, and the Orange County Jail field locations.
- C. Other locations will be determined at the time the request is made.

III. Service Schedule

- A. CONTRACTOR shall provide the Services on an as-needed basis.
- B. CONTRACTOR shall be available on an on-call basis at all times, 24 hours per day, 7 days per week, 52 weeks a year.

IV. General Requirements

- A. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.
- B. CONTRACTOR shall perform the Services according to all applicable industry standards and guidelines.
- C. CONTRACTOR shall not disclose any information in any form to any party other than CITY, unless CITY authorizes.

I. Scope of Services – Minimum Requirements

- A. CONTRACTOR shall provide fully-trained employees that are deemed acceptable by CITY perform the Services.
- B. CITY will refuse to permit any employee of CONTRACTOR considered by CITY in its sole discretion to be unacceptable to perform Services.
- C. CONTRACTOR employees shall be available 24 hours per day, 7 days per week, 52 weeks a year.
- D. CONTRACTOR shall provide related employees to appear and conduct requested tests within 45 minutes of such request.
- E. CONTRACTOR shall provide 24-hour a day access to a supervisor to remedy any problems or questions that may arise.
- F. CONTRACTOR employees, upon request of the City and/or the Orange County District Attorney, shall appear in court or any other designated location, at the time designated by the City and/or the Orange County District Attorney, at no additional cost, for the purpose of discussion or testimony concerning collecting of samples. CITY and/or the District Attorney will provide at least a 2-hour notice of any such appearance.
- G. CONTRACTOR shall conduct, handle, refrigerate all blood sample collections in accordance with all applicable legal requirements and at the direction and procedures prescribed by the Orange County Sheriff Department Forensic Sciences Services Division.
- H. CONTRACTOR shall refrigerate all blood sample collections immediately and deposit them at the County of Orange's refrigerated blood locker within 6 hours of withdrawal.
- I. CONTRACTOR shall provide everything necessary to perform Services, at no additional cost to CITY, including but not limited to all services,

management, supervision, labor, blood draws, blood samples, handling, tests, analysis, reports, supplies, equipment, refrigeration, transportation, appearances, insurances, and related items and services.

- J. CONTRACTOR shall provide everything necessary to perform Services including but not limited to all services, management, supervision, labor, blood draws, blood samples, handling, tests, analysis, reports, supplies, equipment, refrigeration, transportation, appearances, insurances, and related items and services at the all-inclusive rate stated in Exhibit B.

End of Exhibit A

EXHIBIT B
TERM AND COMPENSATION

I. Term

- A. The term of the agreement will be for a one-year base period with up to four optional one-year extensions based on available budget appropriations for a maximum term of five years.
- B. For each of the one-year extension terms, CITY and CONTRACTOR must agree mutually to extend the term prior to the expiration date of the current term. There are not automatic extensions. City Manager or designee, on behalf of the CITY, may authorize any mutually-agreed upon extensions.

II. Compensation

- A. The compensation shall be at the maximum rate of \$107.00 per blood draw for the first year of the Agreement.
- B. Pricing for materials, equipment, services, G & A, overhead, and profit (Pricing Components) shall remain fixed for the one-year base period of the contract.
- C. Pricing for each of the one-year renewal terms shall be negotiated prior to the expiration date of the current term based on the Pricing Components and the the most recent available month for the applicable Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) in effect for Orange County, CA.
- D. The maximum sum payable is \$25,000 per year and the maximum aggregate amount is \$125,000 for the maximum term of five years.

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

- A. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of CITY and in accordance with the requirements set forth herein:
1. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or similar. Total limits shall be not less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate.
 2. CITY and its officers, agents and employees shall be named as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or similar (in no event will CITY accept an endorsement form with an edition date later than 1990).
 3. General and Auto Liability Insurance Coverage shall be provided on a "per occurrence" basis and shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.
 4. Coverage shall be in the following form as to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis,

with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

5. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or similar including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.
6. Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the CITY, its officers, agents or employees.

B. Additional insurance requirements:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved,

available, or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of each insurance coverage.

4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers, or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against CITY.
7. Unless otherwise approved by CITY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A VII."
8. In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, CITY

may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

9. CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to CITY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85 or similar. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to CITY upon request.
10. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverage.
11. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.
12. CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract

used by any subcontractor, or contracts CONTRACTOR enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of CITY will be submitted to CITY for review. Failure of CITY to request copies of such agreement will not impose any liability on CITY, its officers, agents, or employees.

13. If CONTRACTOR is a Limited Liability Company (LLC), general liability coverage must be amended so that the LLC and its managers, affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.
14. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

End of Exhibit C



CALIFOR-01

LARROYO

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/16/2017

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

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

PRODUCER License # 0596796 Fullerton Insurance Service, Inc. P.O. Box 4054 Fullerton, CA 92834-4054	CONTACT NAME: PHONE (A/C, No, Ext): (714) 577-5800 E-MAIL ADDRESS: rec@fullertoninsurance.com FAX (A/C, No): (714) 447-0011																					
INSURED California Forensic Phlebotomy Inc. 27762 Antonio Pkwy, Ste L1-647 Ladera Ranch, CA 92694	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Evanston Insurance Co.</td> <td>35378</td> </tr> <tr> <td>INSURER B :</td> <td>Midwest Employers Casualty Co.</td> <td>23612</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Evanston Insurance Co.	35378	INSURER B :	Midwest Employers Casualty Co.	23612	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab- Claims Ma GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	SM922977	11/17/2017	11/17/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PROF LIAB AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SM922977	11/17/2017	11/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNUWC0138098	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured with respects to the General Liability policy per endorsement included in the policy. Waiver of Subrogation applies in favor of additional insured with respects to Workers Compensation, General Liability and Professional Liability. Professional Liability policy is claims made, Retroactive date 11/19/1997.

CERTIFICATE HOLDER

CANCELLATION

City of Brea 1 Civic Center Circle Brea, CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



POLICY NUMBER: SM922977

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – GENERAL LIABILITY REQUIRE BY CONTRACT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section The Insured is amended by the addition of the following:

Whenever used in this Coverage Part, the unqualified word Insured shall also mean Additional Insured.

2. Additional Insured means, whenever used in this endorsement, the following:

Any organization that the Insured is required to include under the policy as an Additional Insured by a written contract or written agreement in effect during this policy period and executed prior to the 'occurrence of the 'bodily injury' or 'property damage.'

3. Coverage provided to any Additional Insured as defined herein shall apply solely to an Occurrence or offense involving the products, goods, operations or premises covered by this Coverage Part.

4. No coverage shall be afforded to the above Additional Insured for Bodily Injury, Property Damage, Personal Injury or Advertising Injury to any Employee or to any obligation of the Additional Insured to indemnify another because Damages arising out of such injury.

5. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provide by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

5. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to the above Additional Insured.

6. The person or organization is only an additional insured with respect to liability arising out of 'your work' or 'your product.'

7. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give the Company prompt notice of any act, error or

omission which may result in a claim, forward all legal papers to the Company, cooperate in the defense of any actions, and otherwise comply with all the policy's terms and conditions. Failure to comply with this provision may, at the Company's option, result in the claim or suit being denied

All other terms and conditions remain unchanged.

8. The Additional Insured and the Named Insured shall be represented by the same lawyer unless such mutual representation is prohibited by law or by any applicable professional code of conduct.

9. This insurance shall be primary and non-contributory insurance.

All other terms and conditions remain unchanged.



POLICY NUMBER: SM916946

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR SCHEDULED ADDITIONAL INSURED(S)

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE
COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE
COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Common Policy Conditions, Section H. SUBROGATION is amended by the addition of the following:

The Company shall not exercise such rights of recovery against any person, firm or corporation stated as an Additional Insured(s) in the Schedule below.

SCHEDULE

Additional Insured(s): City of Brea
1 Civic Center Circle
Brea, CA 92821

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL LIABILITY COVERAGE A. - HIRED AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART- OCCURRENCE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

- Item 5.C. of the Declarations, the Coverage Parts Limits of Liability column, is amended by the addition of the following:
 - \$1,000,000 Coverage A. Hired Auto and Non-Owned Auto Liability Each Occurrence
 - \$1,000,000 Coverage A. Hired Auto and Non-Owned Auto Liability Aggregate
- Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section THE INSURED is deleted and replaced with the following:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

- The Named Insured herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations;
- Any person using a Hired Auto with the Named Insured's permission;
- With respect to a Non-Owned Auto, any partner or executive officer of the Named Insured, but only while such Non-Owned Auto is being used in the Named Insured's business; or
- Any other person or organization, but only with respect to their liability because of acts or omissions of an Insured under A., B. or C. hereinabove;

And none of the following is an "Insured":

- Any person engaged in the business of his or her employer for Bodily Injury to any co-employee of such person injured in the course of employment;
 - Any partner or executive officer with respect to any Auto owned by such partner or officer or a member of his or her household;
 - The owner or lessee (of whom the Named Insured is a sublessee) of a Hired Auto or the owner of a Non-Owned Auto or any agent or Employee of any such owner or lessee; and
 - Any person or organization with respect to the conduct of any current or past partnership or joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- Section INSURING AGREEMENTS A., Coverage A. - Bodily Injury and Property Damage Liability, is amended by the addition of the following:

Hired Auto and Non-Owned Auto Liability: The insurance provided under Coverage A., Bodily Injury and Property Damage Liability, shall apply to Bodily Injury and Property Damage arising out of the:

- Maintenance or use of a Hired Auto by the Insured in the course of the Named Insured's business; or

2. Use of a Non-Owned Auto by any person other than the Named Insured in the course of the Named Insured's business.
4. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section DEFINITIONS K., Insured Contract, is deleted and replaced with the following:

K. Insured Contract means that part of any contract or agreement pertaining to the Named Insured's business, as regards the rental or lease, by the Named Insured or any Employee, of any Auto; provided, however, Insured Contract shall not include that part of any contract or agreement that obligates the Named Insured or any Employee to pay for Property Damage for any Auto rented or leased by the Named Insured or any Employee.
5. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section DEFINITIONS is amended by the addition of the following:

Hired Auto means any Auto the Named Insured leases, hires, rents or borrows; provided, however, Hired Auto shall not include: (1) any Auto the Named Insured leases, hires or rents under a lease or rental agreement of one hundred and eighty (180) days or more; or (2) any Auto the Named Insured leases, hires, rents or borrows from any partner, manager, member or executive officer of the Named Insured or an Employee or members of their households.

Non-Owned Auto means any Auto the Named Insured does not own, lease, hire, rent or borrow which is used in connection with the Named Insured's business and shall include Autos owned by a partner, manager, member or executive officer of the Named Insured or an Employee, or members of their households, but only while used in the Named Insured's business.
6. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section THE EXCLUSIONS B. 9. is deleted and replaced with the following:
 9. Any Claim based upon or arising out of Property Damage to:
 - a. Property owned or being transported by or rented or loaned to the Insured; or
 - b. Property in the care, custody or control of the Insured;
7. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section THE EXCLUSIONS B.3., B.4., B.6., B.7., B.8., B.11. and B.12. are deleted.
8. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section LIMITS OF LIABILITY A. is amended by the addition of the following:

Solely with respect to Hired Auto and Non-Owned Auto Liability, the total liability of the Company for the combined total of Damages and Claim Expenses because of all Bodily Injury and Property Damage as the result of any one Occurrence shall not exceed the Hired Auto and Non-Owned Auto Liability Each Occurrence Limit of Liability stated in Item 5.C. the Declarations.
9. Section LIMITS OF LIABILITY E. is deleted and replaced with the following:

E. Limit of Liability – Aggregates:

 1. **Limit of Liability – Hired Auto and Non-Owned Auto Liability Aggregate:** Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, subject to the above described Limit of Liability A. as stated in the Declarations, the total liability of the Company for the combined total of Damages and Claim Expenses for all Hired Auto and Non-Owned Auto Liability to which Coverage A. applies, shall not exceed the Hired Auto and Non-Owned Auto Liability Aggregate Limit of Liability stated in Item 5.C. the Declarations.
 2. **Limit of Liability – Coverage Part Aggregate:** Subject to the above Limits of Liability A., B., C., D. and E.1., the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability as stated in the Declarations for all Damages and Claim Expenses for Coverage A. and B., including Hired Auto and Non-Owned Auto Liability to which Coverage A. applies and all medical expenses under Coverage C.

10. The first paragraph of Section LIMITS OF LIABILITY G. is amended by the addition of the following:

With respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, regardless of the number of Hired Autos, Non-Owned Autos or vehicles involved in a single Occurrence, the total liability of the Company for the combined total of Damages and Claim Expenses because of all Bodily Injury and Property Damage as the result of any one Occurrence shall not exceed the Hired Auto and Non-Owned Auto Liability Each Occurrence Limit of Liability stated in the Declarations.

11. Solely with respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, Section OTHER CONDITIONS B., Other Insurance, is amended by the addition of the following:

With respect to Hired Auto and Non-Owned Auto Liability, to which Coverage A. applies, COMMON POLICY CONDITIONS E. Other Insurance, shall not apply and such coverage shall be excess over any primary insurance covering any Hired Auto or any Non-Owned Auto.

All other terms and conditions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

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

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

The additional premium for this endorsement shall be 0.020000 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**State****Description**

CA

Any party with whom the insured agrees to waive subrogation in a written contract.

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

Endorsement Effective Date:

Policy Number: BNUWC0138098

Endorsement No.:

Insured Name: California Forensic Phlebotomy

Insurance Company:

Midwest Employers Casualty
Company

Countersigned By



City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 01/09/2018
SUBJECT: Purchasing Activity under Special City Council Authorization for Period Ending December 31, 2017

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The City Council of the City of Brea has requested updates on purchasing activity under special City Council authorization for purchases of vehicles, software renewals, and the City Manager's authority under the Purchasing Ordinance. The following items are grouped as aforementioned, show the authorizing document and date, provide a narrative of the particular purchases, and the Purchasing Agent issued Purchase Orders accordingly.

Vehicle Purchases (authorized July 11, 2017)

For vehicles included in the Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2017-2018, the Purchasing Agent issued Purchase Orders:

- On 09-15-17, PO #218109 for \$119,758.16 to National Auto Fleet Group (NAF) for four (4) 2018 Ford Police Interceptor Utility Vehicles for use by the Brea PD. The cooperative agreement price was lower than the price from State of California Contract # 1-16-23-10A with Downtown Ford Sales. The total purchase price was about \$20,259 less than the budgeted amount.
- On 11-22-17, PO #218162 for \$27,779.01 to Budget Rent a Car of Norwalk for one used 2017 Chevrolet Traverse LT Sport Utility Vehicle for use by the Brea PD detectives. The negotiated price was about \$3,324 lower than the original dealer price and about \$1,221 less than the budgeted amount.
- On 12-06-17, PO #218165 for \$27,998.82 to Budget Rent a Car of Norwalk for one used 2016 Ram Quad Cab Pick Up Truck for use by the Brea PD detectives. The negotiated price was about \$1,420 lower than the original dealer price and about \$1,001 less than the budgeted amount.

Upcoming Purchase of a Fire Department Pumper. Staff completed the specifications and obtained pricing based on a national cooperative agreement for the purchase or lease for a new ArrowXT Triple Combination Pumper. The initial cost of the fully-configured unit with taxes is \$687,133.49, which is \$87,133.49 or about 14.5% higher than the original budget estimate. With a possible pre-pay option, where Brea would pay a large portion in advance, obtain a security performance bond to guarantee the completion and delivery of the unit, staff estimates approximately \$16,000 savings. Staff determined the most desirable lease period was for five

years. The anticipated service life of these units is 15 years with 5 years in reserve. A five-year lease will help to smooth-out the spike in the equipment costs, but will create a debt and additional finance costs estimated to be \$60,000. To take advantage of the current price, City would need to place its order by January 26, 2018; however, the lease quotes are valid for only 14 calendar days, then subject to change. Staff expects to have more definitive information available at the Finance Committee meeting, which at the time this report had not yet been finalized.

Software Renewals (authorized August 15, 2017)

For software renewals included in the Fiscal Year 2017-2018, the Purchasing Agent issued Purchase Orders:

- On 07-06-17, PO #218010 for \$47,377.21 to Superion for the FinancePlus Support and Maintenance Services for the City's financial system.
- On 07-05-17, PO #218008 for \$39,405.00 to ROI Networks for Avaya Telephone System Support and Maintenance Services for the City's telephone equipment. Competitive quotations were sought and ROI Networks was the lowest qualified quote.

City Manager's Authorization (BMC ss3.24.210)

For urgent items or work included in the Fiscal Year 2017-2018, the Purchasing Agent issued Purchase Orders:

- On 12-07-17, PO #218170 for \$46,070.75 to have Sancon Engineering reline/repair an 8" sewer mainline leak on Valencia Hwy. While this was not an emergency, an urgent response and repair was needed. The Public Works Director authorized a work order in April 2017. Even though this was not competitively bid, Sancon Engineering honored the prior contractor's pricing. The City Manager ratified this work and approved payment.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2017-18 Budget has sufficient funding available for these purchases.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

Attachment

Attachment

Dept Name	QTY	Description	Est Price	PO#	PO Date	PO Amt	Dealer	Equipment
Management Services	1	CM Yukon Hybrid	\$ 50,000					
Police Services	1	Detective	\$ 29,000	218165	12/5/2017	\$ 27,999	Budget Rent A Car of Norwalk	2016 Ram 1500 Quad Cab Pick Up Truck
Police Services	1	Detective	\$ 29,000	218162	11/30/2017	\$ 27,779	Budget Rent A Car of Norwalk	2017 Chevrolet Traverse LT Sport Utility Vehicle
Police Services	4	<i>UV Interceptor</i>	\$ 140,000	218109	9/15/2017	\$ 119,741	National Auto Fleet Group	2018 Ford Police Interceptor Utility Vehicles
Fire Services	1	Fire Pumper-KME Eng 3	\$ 600,000					
Public Works	1	Hand Held Blower	\$ 400					
Public Works	1	Hand Held Blower	\$ 400					
Public Works	1	Blower	\$ 600					
Public Works	1	Blower	\$ 600					
Public Works	1	Chain Saw	\$ 1,000					
Public Works	1	Chain Saw	\$ 1,000					
Public Works	1	Hedge Trimmer	\$ 600					
Public Works	1	Hedge Trimmer	\$ 600					
Public Works	1	Mower Rotary	\$ 1,500					
Public Works	1	Trimmer	\$ 450					
Public Works	1	Trimmer	\$ 450					
Totals			\$ 855,600			\$ 175,519		

[Return to Agenda](#)