



FINANCE COMMITTEE AGENDA

Tuesday, January 29, 2019

8:30 AM

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

MEMBERS: Council Member Cecilia Hupp and Mayor Pro Tem Marty Simonoff
ALTERNATE: Council Member Glenn Parker

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 January 8, 2019 Meeting

Attachments

Minutes

DISCUSSION

3. Professional Services Agreement with Civiltec Engineering, Inc. for the Design of Water Main Replacement Project at Various Locations, CIP Project Numbers 7453, 7457, 7459, and 7460

Attachments

Project Location Map

4. Professional Services Agreement with Interwest Consulting Group (Interwest) in the Amount Not-To-Exceed \$150,000 for Engineering Project Management Services

Attachments

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

Proposal Letter

5. Professional Services Agreement with LPA, Inc. in the amount not-to-exceed \$50,000 for Parks, Recreation and Human Services Planning Services.

Attachments

PSA

Exhibit A - Scope of Services

6. Approval to Purchase Suppressors for Police Department Patrol Rifles

Attachments

Letter

7. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2018-19

Attachments

Resolution - City

Exhibit A - City

Resolution - CIP

Exhibit A - CIP

8. Schedule Next Meeting: February 12, 2019

cc: Mayor Christine Marick

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: 01/29/2019

SUBJECT: Approval of Minutes of January 8, 2019 Meeting

Attachments

Minutes



FINANCE COMMITTEE MINUTES

Tuesday, January 8, 2019

8:30 AM

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Christine Marick, Mayor Pro-Tem Marty Simonoff, Chris Emeterio, David Crabtree, Tony Olmos, Cindy Russell, Randy Hornsby, Faith Madrazo, Mario Maldonado, Alicia Brenner, Melissa Davis, Cliff Flaughner, Anthony Godoy and Neil Groom.

1. Matters from the Audience – *None*.

CONSENT

2. Approval of Minutes of December 11, 2018 Meeting – *Receive and file*.

DISCUSSION

3. Change Order to the Purchase Order with Ledgent Finance & Accounting for Additional Temporary Staffing Services – *Committee discussed item and recommended the total purchase order authorization be limited to \$100,000 and directed staff to update report. Recommended for City Council approval.*
4. Purchase of the Telephone and Voicemail System – *Recommended for City Council approval.*
5. Purchasing Policy Limits Updated for Public Works Projects – *Recommended for City Council approval.*
6. Schedule Next Meeting: Tuesday, January 29, 2019

Meeting adjourned: 8:33 am

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/29/2019

SUBJECT: Professional Services Agreement with Civiltec Engineering, Inc. for the Design of Water Main Replacement Project at Various Locations, CIP Project Numbers 7453, 7457, 7459, and 7460

RECOMMENDATION

Approve Professional Services Agreement (PSA) with Civiltec Engineering, Inc. in the amount of \$320,505 plus 10% contingency for the Design of the Water Main Replacement Project at Various Locations.

BACKGROUND/DISCUSSION

The Water Main Replacement Project consists of four (4) Capital Improvement Program (CIP) projects located at Steel Drive (Project 7453), Pleasant Hills Tract neighborhood (Project 7457), and North Hills West (Project 7459) and East (Project 7460) neighborhood. See the attached project location map.

The project scope includes the preparation of final construction drawings/design to replace approximately 26,000 linear feet of water mains, services, gate valves, fire hydrants, and appurtenances. In addition to water infrastructure improvements, the project will also rehabilitate the existing pavement of the residential streets. Finally, this project will replace and reconstruct curb access ramps in compliance with Americans with Disabilities Act (ADA) requirements.

The new water mains will provide reliable water service and better fire protection for the residents. Likewise, since the street pavement condition is deteriorated and is no longer recommended for slurry seal coating, the streets will be overlaid with new asphalt pavement to create a smooth riding surface for many years to come.

To construct the projects, staff issued a Request for Proposals (RFP) for professional design services on December 7, 2018 and received proposals from the following firms:

1. AKM Consulting Engineers
2. Civiltec Engineering, Inc.

The proposals were reviewed and rated based on the firms' relevant water resources engineering experience, understanding of the scope of work, qualifications of proposed project team, work schedule and cost effectiveness. Copies of the proposals are on file in the office of the City Engineer. Civiltec Engineering, Inc. was ranked the highest. Civiltec

Engineering, Inc. submitted the most comprehensive proposal with a detailed work plan and recommended engineering design solutions that met the City's timelines and design requirements. Civiltec Engineering, Inc. has completed several projects for the City in the past, namely: Carbon Canyon Pipeline Project, 1989 Water Master Plan, Berry Street Pump Street upgrades and the Berry Street Reservoir relining. Their previous work with the City has been very good. If approved, Civiltec Engineering, Inc. is prepared to start design immediately following issuance of a Notice to Proceed.

SUMMARY/FISCAL IMPACT

A combined total project budget of \$4.575 million was approved for FY 2018-19, with the following breakdown:

CIP Project	Water Fund	Gas Tax	Total Budget
7453	\$1,200,000	\$50,000	\$1,250,000
7457	\$1,025,000	\$50,000	\$1,075,000
7459	\$850,000	\$50,000	\$900,000
7460	\$1,300,000	\$50,000	\$1,350,000
			\$4,575,000

Funding for project numbers 7453, 7457, 7459, and 7460 is coming from Water Fund (420) and Gas Tax (220). Staff is recommending that a Professional Services Agreement for the design of these projects to be approved in the amount not-to-exceed \$320,505 plus 10% contingency. There is no General Fund impact.

RESPECTFULLY SUBMITTED

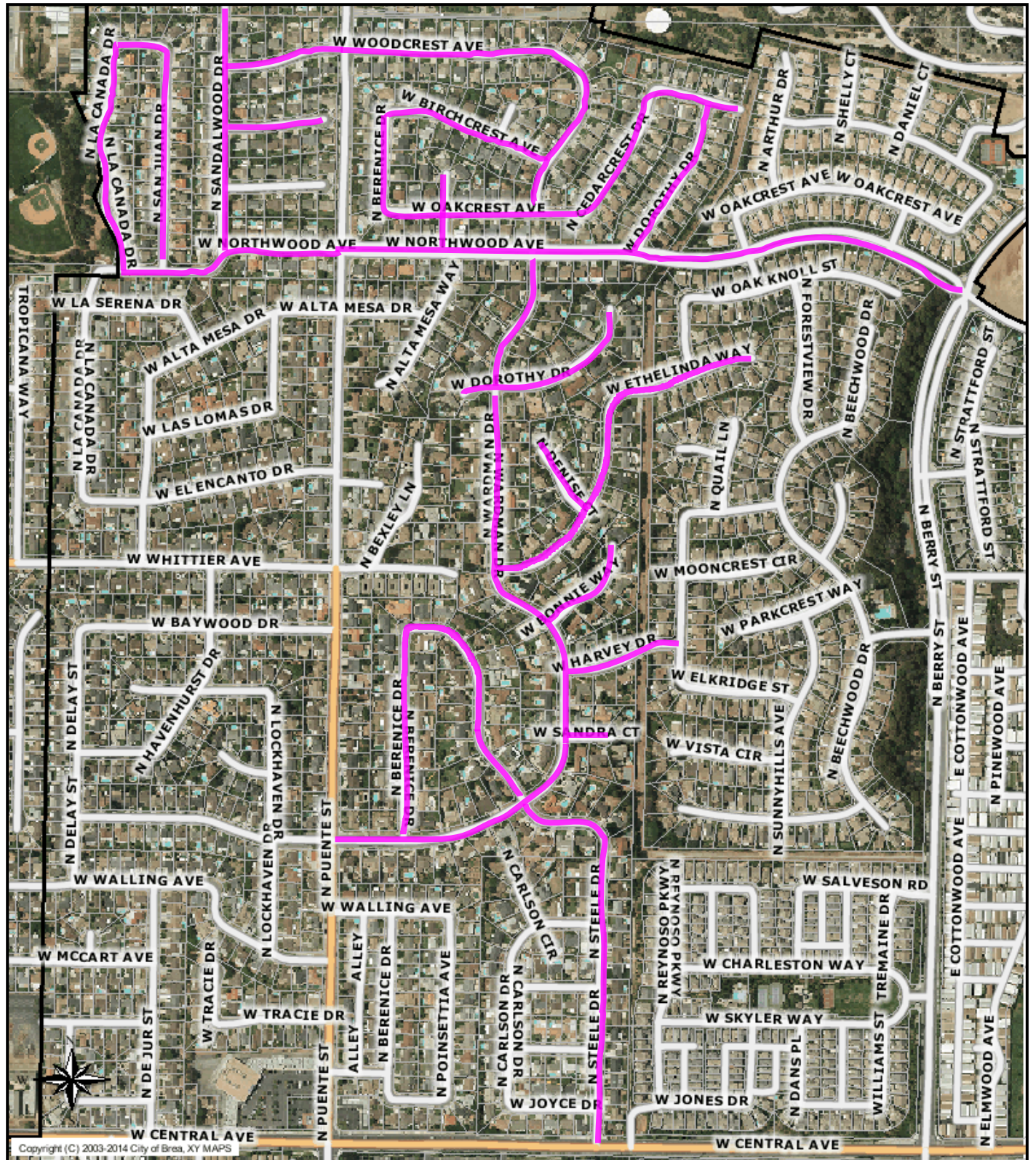
William Gallardo, City Manager

Prepared by: Eric Nhan, Assistant Engineer

Concurrence: Michael Ho, P.E., Deputy Director of Public Works/City Engineer and
Tony Olmos, P.E., Public Works Director

Attachments

Project Location Map



Project Location Map

Project 7453, 7457, 7459, 7460



Scale: 1 in = 642 ft

Printed 1/15/2019

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/29/2019

SUBJECT: Professional Services Agreement with Interwest Consulting Group (Interwest) in the Amount Not-To-Exceed \$150,000 for Engineering Project Management Services

RECOMMENDATION

1. Approve an agreement with Interwest Consulting Group in the annual amount not-to-exceed \$150,000 for three (3) years plus two (2) one-year extensions; and
2. Authorize City Manager to approve extensions

BACKGROUND/DISCUSSION

The City of Brea has a seven year Capital Improvement Program (CIP) that includes rehabilitation of arterial highways, residential streets and alley ways, replacement of undersized and deteriorated sewer and water lines, installation of traffic signals and other traffic safety enhancements, and rehabilitation of City-owned facilities. The CIP also includes the largest Public Works project ever undertaken by the City, which is the State Route 57/Lambert Interchange Project.

In order to complete these projects, Project Management (PM) is required from project initiation to construction completion. PM requires advanced knowledge and skills in budgeting, design engineering, construction management, contract/change order negotiations, and oral and written communication. In Brea, the Principal Civil Engineer is the primary position responsible for overseeing the CIP and PM functions within the Engineering Division of the Public Works Department.

In 2017, the City's Assistant City Engineer retired. This position was then downgraded to a Principal Civil Engineer position. After an unsuccessful recruitment for Principal Civil Engineer, staff decided to hold the position vacant while developing internal staff to grow into the position. Since then, Brea's former City Engineer, Steve Kooyman, offered to work for the City as a contractor to help manage CIP projects, including the 57/Lambert project. As City Engineer, Steve was instrumental in securing full funding for the 57/Lambert Project and for coordinating the final design. There are still many remaining tasks to complete as this large project moves into the construction phase. Steve would be a tremendous resource in completing this project and getting many more off the ground.

In order to explore this opportunity, staff solicited the services of Interwest Consulting Group (Interwest), who now employs Steve Kooyman. Interwest offers a wide range of services covering planning, engineering and project management services for public agencies. These

services cover all phases of project development from conceptual design through construction. Aside from Steve, Interwest has other highly qualified staff that have worked with many public agencies.

Staff intends to use Interwest for staff augmentation for project management of CIP's. Interwest's proposed hourly rates are within industry standards and meet the City's needs. Staff desires to enter into an agreement for a period of three (3) years with the option to extend for an additional two (2) one-year extensions. The total fee per consultant for all assignments to be authorized during a single year would be limited to a not-to-exceed fee of \$150,000.

This contract with this engineering firm is a sole source given the unique opportunity to have former City Engineer, Steve Kooyman, help deliver some important CIP projects for the City. Mr. Kooyman's qualifications and productivity are exceptional. He has over 25 years of experience and can hit the ground running given his familiarity with the City's processes, standards, codes and expectations. Steve's hourly rate is proposed \$150.

This contract agreement is on an as-needed basis. The City is in no way locked in with the length of the contract. The City has no obligation to continue using Interwest's services and may elect to terminate the contract at any time, especially if Steve were to separate from the firm.

SUMMARY/FISCAL IMPACT

Since the consultant fees are paid from corresponding CIP project accounts and/or Cost Center accounts, an appropriation of funds for these consultant contracts is not required. There will be no General Fund impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

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

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

Attachments

Proposal Letter

January 22, 2019

Michael Ho,
Deputy Director of Public Works | City Engineer
City of Brea
1 Civic Center Circle, Level 3
Brea, CA 92821



RE: Proposal to Provide Project Management and Oversight of the City's Capital Improvement Program

Thank you for the opportunity to serve the City of Brea's Public Works Department. We are pleased to offer this letter proposal to provide as-needed Project Management and Oversight of the City's Capital Improvement Program.

We understand that the City requires an individual to provide as-needed project management and oversight of CIP operations and to work to ensure that the City's goals are consistently interpreted and met. We further understand that services in this capacity will not exceed \$150,000.

For this effort, we propose **Steve Kooyman, PE** at an hourly rate of \$150. Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent a vast amount of his career serving municipalities in high level management positions, including the City of Brea as City Engineer. His wealth of experience and local familiarity make him an ideal candidate to perform the requested services. A list of hourly rates and Steve's resume has been attached for your review.

I will serve as Principal-in-Charge and as the City's Management Contact. Please do not hesitate to contact me at 714.742.1551 or jross@interwestgrp.com should you have any questions. Thank you again for the opportunity to assist the City of Brea.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James G. Ross', is positioned above the printed name and title.

James G. Ross
Public Works Group Leader

HOURLY RATES

The rates displayed in the fee schedule below reflect Interwest's current fees, which include shipping, supply, and material costs. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply, or material costs.

CLASSIFICATION

HOURLY BILLING RATE

Engineering

Principal-in-Charge	\$175
Project Manager	150
Traffic Engineer	160
Supervising Engineer	150
Senior Engineer	140
Engineering Associate III	125
Engineering Associate II	115
Engineering Associate I	105
Engineering Technician III.....	95
Engineering Technician II.....	85
Engineering Technician I.....	75
Student Trainee.....	30
Grading Plans Examiner.....	120

Construction Management

Construction Manager	145
Assistant Construction Manager	130
Supervising Public Works Inspector	135
Senior Public Works Inspector.....	125
Public Works Inspector III	125
Public Works Inspector II	115
Public Works Inspector I	105

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



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EDUCATION

Bachelor of Science, Civil Engineering,
California State University, Chico, May
1991

REGISTRATIONS CERTIFICATIONS

CA Registered Civil Engineer | 55757

NV Registered Civil Engineer | 13015

QSD/QSP Training

PROFESSIONAL AFFILIATIONS

National and OC ASCE Member

Steve Kooyman, PE

CA Registered Professional Engineer

Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

PROJECT SPECIFIC EXPERIENCE

Senior Project Manager

2019 – Present

Interwest Consulting Group

Steve provides Project Management and Senior Engineering Services to our clients throughout Southern California.

Public Works Director | City Engineer

2018 – 2019

City of Rancho Santa Margarita

Steve supervised and managed City staff and various consultants within the Public Works Engineering Division, administering a \$5-\$6 million annual Capital Improvement Program, and was responsible for:

- All work within the public rights-of-way, over 50 PW permits issued annually;
- Working directly with the City Manager, Community Development Director, Building Official, Community Services Director, Police and Fire Services, City Attorney, Finance Director, and Human Resource Director on all PW Engineering, Maintenance, and CIP projects as part of the Executive Team;
- Coordinating with the various master and individual HOA's within the City
- Preparing and presenting various staff reports to the City Council for CIP projects;
- Administering and implementing various City Council and City Manager policies, procedures, goals, and priorities for the City;
- Managing and monitoring all work within the Department, including: developing the annual work plan and staffing plan, and developing and supervising all public works contracts in coordination with the City Attorney;

City Engineer

2015 – 2018

City of Brea

As City Engineer, Steve managed staff and administered a \$30-\$40 million annual CIP. He was responsible for:

- Updating and developing the City's Circulation Plan within the General Plan, Traffic, Water, Fire and Dispatch Impact Fee Programs, Sewer, Water, and Drainage Master plans;
- Developing expense and funding projections in coordination with the development of the 2016, 2017, and 2018 CIP and annual Engineering operational budgets;
- All work within the public rights-of-way, over 200 PW permits issued annually;
- Preparing and presenting various staff reports to the Planning Commission and City Council for CIP and development projects;
- Supervising, reviewing, and stamping all final parcel/tract maps, and lot line adjustments related to subdivisions within the City; and,
- Managing and coordinating all CEQA/NEPA documents with the City Planner within the Planning Division for PW projects.

Assistant Public Works Director, Public Works and Utilities Department

2013 – 2015

City of San Juan Capistrano

Steve supervised and managed up to 12 employees and various consultants within the PW Division for a \$10-\$15 million annual CIP. In this position, he was responsible for:

- Updating and developing of the City's Circulation Funding Plan with development projections in coordination with the development of the CIP and annual fiscal year



www.interwestgrp.com

- operational budgets;
- Managing the pavement management and NPDES storm water program for the City;
- Managing and supervising the maintenance of the City's parks and facilities in coordination with the Maintenance Superintendent;
- Attending and managing various advisory committees within the City for the bike/equestrian trails, and parks;
- Managing and coordinating all CEQA/NEPA documents with the Planning Department for PW projects; and,
- Managing and developing the Engineering Division annual work and staffing plans

Acting Deputy Director, Engineering, Transportation Planning and Land Development | Senior Civil Engineer | Supervising Civil Engineer

2001 – 2013

County of El Dorado

Steve served the County of El Dorado for more than a decade in various high level management positions, at his peak supervising a staff of more than 20 employees and several consultants within the Transportation Planning and Land Development Unit. He managed projects a part of the County's \$30-\$45 million annual CIP with the following responsibilities:

- Working directly with County Board Members on various high profile projects in coordination with the Presidential Tahoe Summit and State Forums;
- Serving as the County Engineer for all development within the County;
- Managing the pavement management program, traffic impact program, and NPDES storm water program for the County;
- Working directly with the County Counsel on all subdivision map agreements and PW/transportation contracts;
- Working directly with the Planning Director and County Counsel during the development of the General Plan Update;
- Attending and facilitating various public meetings regarding the General Plan Update and CIP;
- Supervising and managing the Tahoe Storm Water Management Program with Total Maximum Daily Load and NPDES requirements;
- Supervising the County's Transportation efforts in Tahoe Managed and developed the Tahoe Engineering Units annual and 5-year budgets;
- Working directly with the Tahoe Maintenance Division on all roadway, bridge, and drainage improvements; and,
- Facilitating and managing various public outreach meetings with respect to the CIP projects in Tahoe.

Associate Civil Engineer

1997 – 2001

City of South Lake Tahoe

Steve performed civil engineering design; completed hydraulic/hydrology reports, construction specifications, and contract documents; and performed construction management and inspection for numerous civil engineering within the City. He worked directly with the Planning Department on all development projects within the City including the Redevelopment Agency; and, administered, reviewed, and issued the various PW permits within the City.

Civil Engineer

1993 – 1997

Ernie Jones Associates, Ltd

Steve performed civil engineering design and performed construction management and inspection for numerous civil engineering projects, including many residential home designs in South Lake Tahoe. He designed and prepared plans for several apartment complexes, subdivision maps, improvement plans, and various water, sewer, erosion control projects.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/29/2019

SUBJECT: Professional Services Agreement with LPA, Inc. in the amount not-to-exceed \$50,000 for Parks, Recreation and Human Services Planning Services

RECOMMENDATION

Approve Agreement with LPA, Inc. in the amount not-to-exceed \$50,000.

BACKGROUND/DISCUSSION

The City of Brea prides itself on being a forward-thinking organization which takes proactive measures to make our community a great place to live, work and play. With that in mind, in 2017, the City took on a large-scale community engagement effort, Brea Envisions, to hear what residents were hoping to see in Brea in the coming years. Out of Brea Envisions a Community Strategic Plan was created highlighting various values and initiatives to focus on. Parallel to that, Public Works worked diligently to bring a Facilities Conditions Report before the Parks, Recreation and Human Services Commission in October 2018 which will help guide staff on the various infrastructure improvements (i.e. roofing replacement, irrigation repairs, etc.) that need to occur at our various facilities over the next 20 years.

Community Services is interested in taking the next step in determining the future of Brea's parks, recreation and human services facilities and programming. Staff is looking to solicit services from LPA, Inc., an architecture consultant with a wide range of experience in community planning. These services will include taking a current assessment of existing parks, recreation and human services facilities and programs, comparing those to current trends and neighboring markets, and ultimately preparing a gaps analysis summary showing facility and program needs for the future. LPA will take the findings from Brea Envisions, the Facilities Condition Report, as well as the recently approved goals of our Parks, Recreation and Human Services Commission into account throughout their assessment.

The objective of this project is to assist City staff in preparing a Parks, Recreation and Human Services Implementation Plan. This plan will be utilized to determine the parks, recreation and human services facility and programming gaps in the citywide system and to identify various needs for the community to focus on. In addition, with impending development, staff believes time is of the essence to gather this information in preparation for future discussions with the private land development community. Staff believes this unbiased, third-party assessment is vital to future discussions with developers as it will validate the desires of our community. Also included in the deliverable will be a mechanism which would obligate developers to pay their fair share of this assessment, in other words, reimburse the City for the cost of this project.

The assessment LPA will pinpoint broad concepts that Brea can strive towards achieving, rather than dictate what specific types of programming to add. City staff intends to incorporate further engagement efforts to determine exactly what Breans are looking for prior to new facilities or programs being added.

LPA has previously done work for Brea. LPA was the architect behind the Brea Community Center, completed in 1996, and the Brea Sports Park, completed in 2009. LPA is familiar with our community and staff has remained satisfied with their work and high quality staff. The term of the proposed PSA is until the project is completed which is expected to take 4-6 months.

SUMMARY/FISCAL IMPACT

There is no General Fund impact. Funds will come out of the Park Development Fund (250) with the intent to recuperate funds through Development Agreements and/or Developer Fees.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager

Attachments

PSA

Exhibit A - Scope of Services

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
THE CITY OF
BREA AND
LPA, INC. FOR
PROFESSIONAL PARKS AND RECREATION
PLANNING SERVICES**

This Agreement for (hereinafter referred to as "Agreement" or "Contract") is made and entered into this _____ day of _____, 2019 ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "CITY") and **LPA, Inc.** (hereinafter referred to as "CONTRACTOR") with CITY and CONTRACTOR sometimes referred to as "Party" or collectively as "Parties".

I. Attachments

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Exhibit A – Scope of Services

Exhibit B - Insurance

II. Recitals

- A. CITY has a need for Professional Parks and Recreation Planning Services as set forth in Exhibit A ("Services"); and
- B. CITY desires to engage CONTRACTOR to provide those Services for the Community Services Department; and
- C. CONTRACTOR possesses the skill, experience, ability, background, and knowledge to provide the Services for the Project as described in this Agreement; and that it is qualified to provide and willing to perform those Services as set forth in this Contract; and
- D. CITY solicited and received a proposal from CONTRACTOR for Professional Parks and Recreation Planning Services as set forth in Exhibit A ("Services"); and
- E. CITY and CONTRACTOR have agreed that the engagement term will be until project has been completed per the Project Schedule in Exhibit A; and
- F. CITY has agreed to pay CONTRACTOR for their satisfactorily performed Services the amounts as set forth in Exhibit A, not to exceed \$ 50,000;
- G. NOW, THEREFORE, the Parties mutually agree as follows:

III. Agreement

A. Scope of Work

1. CONTRACTOR shall perform those services described in Recital I.A., above, and as more fully described in the Scope of Services attached hereto as Exhibit "A" incorporated by reference herein ("the Services").

B. Term

1. CONTRACTOR shall perform the Services for the term of the agreement, which shall until project has been completed based on the Project Schedule stated in Exhibit A.

C. Compensation

1. and the price described in Agreement B.1, below, and as more fully described in the Term and Price attached hereto as Exhibit "A".
2. CONTRACTOR shall perform the Services for the term and the price described in Agreement B.1, below, and as more fully described in the Term and Price attached hereto as Exhibit "A".

D. Compensation

1. CITY shall pay CONTRACTOR a maximum sum of **\$50,000** 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. CITY shall pay Contractor, unless otherwise agreed upon, in accordance with the invoices submitted by CONTRACTOR, on a monthly basis, and such invoices 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. CITY shall pay Contractor for additional services requested, in writing, by CITY 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.

- E. Commencement of Work
 - 1. CONTRACTOR shall commence performance, upon receiving specific instructions from the CITY, 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.
- F. Documents
 - 1. 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 in such numbers as are required CITY.
 - 2. 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.
 - 3. CITY shall receive revised documents in such form and, as a reimbursable expense, in the quantities determined necessary by CITY.
- G. Subcontractors
 - 1. CONTRACTOR shall secure and hire such other persons, at CONTRACTOR'S sole cost and expense, 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.
 - 2. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- H. Customer Care
 - 1. CONTRACTOR shall provide exceptional Customer Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. 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.
- I. Confidentiality
 - 1. 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.

J. Information and Assistance

1. CITY shall provide information and assistance as needed to enable CONTRACTOR to perform the Services.
2. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.

K. 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.
7. For claims based on professional errors and omissions and notwithstanding anything else in this Section K or in this Agreement, CONTRACTOR's obligation to indemnify does not include the obligation to defend actions or proceedings brought against CITY but rather to reimburse CITY as damages for attorney's fees and legal costs incurred by CITY in defending such actions or proceedings brought against CITY in proportion to a determination of liability not to exceed CONTRACTOR's proportionate percentage of fault.

L. Insurance

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

M. 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.

N. 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.
2. CONTRACTOR hereby assigns to CITY any and all intellectual property rights to such documents not otherwise conveyed by this subsection.

O. 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.
2. 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.

3. 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.

P. Governing Law

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

Q. 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.

R. 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.
2. 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.
3. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

S. 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. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CONTRACTOR

LPA, Inc.

60 South Market Street, Suite 150

San Jose, CA 95113

Arash Izadi, ASLA, LEED AP

Director of Sport and Recreation

949-701-4059

aizadi@lpainc.com

CITY

City of Brea

Community Services

1 Civic Center Circle

Brea, CA 92821

Chris Emeterio

Assistant City Manager

714-990-7775

chrise@cityofbrea.net

[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: _____

Corporation Type: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

[if corporation, two signatures required]

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CITY

City of Brea

Corporation Type: a California Municipal Corporation

Printed Name: Christine Marick

Title: Mayor

Signature: _____

Date: _____

ATTEST

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

ATTACHMENT A INSURANCE REQUIREMENTS

I. Existing Coverage

- 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.

II. Coverage Requirements

- A. 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.
 - 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 CITY, its officers, agents or employees.

7. Professional Errors and Omissions Liability shall be no less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate. 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. Such policy may be subject to a deductible or retention in an amount acceptable to CITY. 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.

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 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, except for ten (10) days' notice for non-payment of premium. 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 Attachment A

UPDATE: January 3, 2019;
Revised Jan. 23, 2019

CLIENT: City of Brea

CONTACT: Chris Emeterio

PROJECT: Professional Parks and Recreation
Planning Services

LOCATION: City of Brea

ARCHITECT: LPA, Inc. "LPA"

CONTACT: Arash Izadi, ASLA, LEED AP
Director of Sport + Recreation
60 South Market Street, Suite 150
San Jose, Ca. 95113
aizadi@lpadesignstudios.com
(408) 780-7203

John Courtney, ASLA LEED AP
Senior Project Manager
LPA Sport + Recreation
431 I Street, Suite 107
Sacramento, CA 95814
jcourtney@lpadesignstudios.com
(916) 287-2341

PROPOSAL FOR SERVICES - INTRODUCTION

The following detailed scope of services has been uniquely crafted for the City of Brea based upon the preproposal conference, LPA's knowledge of the Brea environment, and recreation industry best practices. The objective of the project is to assist City staff and the private land development community in Brea to prepare an Internal Community Services Implementation Plan. This plan will be utilized to determine the recreational and park facility gaps in the citywide system, and identify priority needs for the community to focus on in future discussions with the development community. The plan will provide a tool for staff to implement facilities as part of the park and community facilities programming and planning activities with the Brea Community Services Department, Community Development Department and private developer teams.

We desire to collaborate with the Brea Community Services Department to refine and elaborate upon the following approach to make it suit the precise needs of the City:

SCOPE OF SERVICES

BREA PROFESSIONAL PARK PLANNING SERVICES
JANUARY 22, 2019
LPA, INC.



SCOPE OF WORK (BASIC SERVICES)

Phase A - INVENTORY, ASSESSMENT & MARKET STUDY

To better understand the City of Brea's current recreation amenities, activities, user groups and facility utilization, a baseline study or "snapshot" of existing facilities, programs, markets and trends will be developed in Phase A, utilizing the following tasks:

TASK 1 – PROJECT KICKOFF AND SCHEDULE

1.01 Background Review services required to establish program requirements for the project.

- .01 The Consultant Team will review existing documents prepared by and for the City including: The General Plan Recreation Element, recently completed Brea Envisions Community Strategic Plan, current and planned future development plans, Parks, Recreation and Human Services Commission goals, City standards, policies and objectives, and CIP.
- .02 Prepare and provide a list of potential additional documents that may need to be provided.

1.02 Kickoff Meeting services required to establish relationships and coordination of the project.

- .01 We will conduct a kickoff meeting to establish a good working relationship with City staff.
- .02 A project schedule will be developed during the meeting that LPA will track and update for each meeting during the planning process.
- .03 Meeting minutes from each meeting will be provided with delivery date estimates and performance verification.

1.03 Summary of Meetings: services consisting of meeting attendance and presentations of

Pre-design Phase analyses and recommendations by LPA, INC. as follows:

- .01 One (1) – Kickoff Meeting.
- .02 One (1) - Oversight Committee Skype Meeting

1.04 Summary of Deliverables:

- .01 Schedule.
- .02 Document Summary List
- .03 Meeting Minutes

TASK 2 – INVENTORY OF EXISTING PARKS, FACILITIES AND PROGRAMS

2.01 Recreation Facility Inventory will be prepared, inventory activities include:

- .01 Conduct a full day City-wide tour with City Staff to inventory and assess the current condition of recreation facilities.
- .02 With staff assistance to inventory smaller park sites that may not be visited during the city-wide tour, we will prepare a facility inventory matrix for existing park sites and recreation facilities including metrics such as: land use planning, acreage, condition, amenities by type; for sports fields, identification of game, practice, or overlay status, presence of lighting.
- .03 Prepare a map of existing parks and recreation facilities.
- .04 Prepare a service area map identifying geographic level of service gaps by type of park.

2.02 Recreation Programs Inventory will be developed:

- .01 We will interview staff, gather recreation program data provided by staff and create an inventory of existing recreation programs including the following metrics: type of program, written description, approximate participation levels, seasonality, program objectives.
- .02 Prepare a programs inventory matrix to catalogue the metrics listed above

SCOPE OF SERVICES

BREA PROFESSIONAL PARK PLANNING SERVICES
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LPA, INC.



2.03 Summary of Meetings:

- .01 One (1) Team / Staff Meeting.
- .02 Two (2) Skype Coordination Meetings
- .03 One-day Parks Inventory Tour
- .04 One (1) Recreation staff programs interview

2.04 Summary of Deliverables:

- .01 Recreation Facilities Inventory Matrix
- .02 Facility Map
- .03 Level of Service Gap Map
- .04 Existing Programs Inventory Matrix

TASK 3 – MARKET STUDY & TRENDS ANALYSIS COORDINATION

3.01 LPA shall collaborate with **Market Study** consulting firm to assist with their preparation of materials and data (provided by others in under separate cover)

3.02 LPA shall collaborate with Market Study consulting firm to assist with their preparation of **Sports and Leisure Activity Trends Analysis** materials and data (provided by others in under separate cover)

3.02 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of by LPA to the following **Client** representatives:

- .01 One (1)–Team/Staff Skype Videoconference

3.03 Summary of Deliverables consisting of:

- .01 Not applicable, (reports to be provided by others)

PHASE B – WORKSHOPS, PLAN PRODUCTION

An active, collaborative, and strategically focused community assessment process is a high priority of this project. The following community assessment tool will be provided:

TASK 4 – GATHER AND ASSESS COMMUNITY NEEDS

4.01 Staff In-house Workshop

- .01 Provide a half-day workshop session to explore opportunities for the department provided in the recently completed Community Strategic Plan and survey data
- .02 Determine the department's key competencies
- .03 Discuss departmental strengths, weaknesses, opportunities and constraints
- .04 Develop a draft internal strategic implementation plan for the next 10 years.

4.02 Public Financing Discussions

- .01 Meet with City staff to discuss options for public financing opportunities, including but not limited to developer impact fees, developer agreements, grant opportunities, improvement districts and bond measures.
- .02 Develop preliminary outline approach to identify a timeline and strategy for potential future developer impact fee nexus study.

4.02 Summary of Meetings:

- .01 Two (2) Skype coordination meetings
- .02 One (1) half-day staff in-house workshop meeting.
- .03 One (1) City staff meeting

4.03 Summary of Deliverables:

- .01 In-house workshop summary
- .02 Draft Internal Strategic Plan
- .03 Financing Opportunity Summary

TASK 5 – GAPS ANALYSIS SUMMARY

5.01 Prepare Internal Community Services Implementation Plan for staff use.

SCOPE OF SERVICES

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LPA, INC.



- .01 The LPA team will develop a text only “screen” draft Gaps Analysis Study document that provides a summary of the inventory and assessment tools listed above, and the resulting an Internal Strategic Implementation Plan,
- .02 Submit draft to the City for review. The City would review the “screen” draft document and provide all refinements compiled on one copy.
- .03 The Team will conduct a meeting with City Staff to review and discuss refinements to the “screen” draft document.
- .04 Following City staff review, we would prepare a final draft version for departmental utilization.

5.02 Summary of Presentations/Meetings

- .01 Two (2) – Team/Staff coordination meetings.
- .02 Two (2) Skype team / staff meetings.
- .03 One (1) team/City draft review meeting
- .04 One (1) final presentation meeting

5.03 Summary of Deliverables consisting of:

- .01 Parks System Gap Analysis Map
- .02 Gaps Analysis Summary Report
- .03 Final Internal Community Services Implementation Plan
- .04 PowerPoint presentations
- .05 Ten (10) copies and camera-ready document

6 - STANDARD ASSUMPTIONS

6.01 The following are Scope of Services assumptions:

- .01 **FACILITY INVENTORY:** LPA and Client shall collaborate to provide an accurate inventory of existing amenities, locations, acreages, condition and other metrics.
- .02 **ANTICIPATED FUTURE DEVELOPMENT PLANS:** Client shall provide maps, plans, land use diagrams or

other data to inform the LPA team as to known or anticipated future plans for recreation space development, if they are to be included in the assessment report.

- .03 **APPROVAL:** The Client’s verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.

- .04 **CONSULTANTS:** The work of the Architect, Landscape Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, and the Market Study consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 25% for coordination.

- .05 **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Client. These taxes and fees are separate and are not a part of LPA’s reimbursable allowance. Unless specifically noted as being included in a ‘stipulated sum’, all consultant fees shall be subject to a multiple of 1.25.

- .06 **GEOTECHNICAL ENGINEERING:** is not applicable to this planning project

- .07 **RATE SCHEDULE:** The attached LPA hourly rate schedule became

SCOPE OF SERVICES

BREA PROFESSIONAL PARK PLANNING SERVICES
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LPA, INC.



- effective July 1, 2018 and shall be subject to change annually.
- .08 **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
- .09 **FEES:** The Client shall pay all government fees, permits, assessments, etc.
- .10 **SPECIAL MEETINGS:** Necessary preparation time for and attendance at public hearings by LPA, are not included unless specifically noted in the scope above. We are happy to provide these services on a time and materials basis at the hourly rates provided below.
- .11 **ENVIRONMENTAL:** Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal.
- .12 **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
- .13 **DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
- .14 **CONSULTATION AND COORDINATION:** All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
- .15 **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
- ### 7 - ITEMS NOT INCLUDED IN THIS SCOPE OF WORK
- .01 Any consultant not specifically identified.
- .02 Fee Nexus Study and meetings with developers
- .03 Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted.
- .04 Traffic studies, hydrology studies, noise studies, environmental studies of any kind.
- .05 Submittal(s) fees.
- .06 Traffic Control Plans/Intersection Signal Design.
- .07 Boundary Survey.
- .08 Record of Survey.
- .09 ALTA/ASCM Land Title Survey.
- .10 Off-Site Improvements.
- .11 Utility line relocation or adjustments.

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- .12 Environmental/EIR or biological services.
- .13 Hazardous materials studies.
- .14 Community group meetings and/or workshops beyond those identified in the scope of work.
- .15 Conditional Use Permit.
- .16 Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- .17 Any item not specifically noted as included in the Scope of Services.

under the Lump Sum terms of the Contract. Payment is due thirty (30) days from the date of the invoice. LPA shall stop all current work, and notify the Client if payment is not received within thirty (30) days.

8- CLIENT RESPONSIBILITIES:

- .01 **SURVEY:** not applicable
- .02 **BASES:** not applicable
- .03 **APPROVAL:** The Client's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
- .04 **GEOTECHNICAL ENGINEERING:** not applicable
- .05 **COMMUNITY PUBLIC MEETING NOTICES:** The Client shall notify community/public of public hearing(s) or agency meeting(s).
- .06 **FEES:** The Client shall pay all government fees, permits, assessments, etc.
- .07 **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
- .08 **BILLING/PAYMENT:** LPA shall invoice the Client monthly for a percentage of the work completed

9 – PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. The total dollar amount is an estimated fee based on work effort estimated to complete the tasks

PHASE A:

Tasks 1 - 3:

Project Kickoff & Schedule:	\$5,495
Inventory of Facilities & Programs	\$14,395
Market Study/Trends Analysis Coord.	\$2,900

PHASE B:

Tasks 4-5

Gather & Assess Community Needs	\$12,150
Gaps Analysis Summary	\$7,925

TOTAL FEES (Tasks 1-5): \$42,865

Reimbursable Expenses Allowance \$4,000

Task 11: Supplemental Services: Due to the unknown nature of the requirements for supplemental services such as Renderings, promotional material, 3D graphics, or other related material, no specific fee has been identified. Fees may be provided by LPA, as requested by the **Client** and pending clarification of the deliverables.

Reimbursable expenses are in addition to compensation and typically run approximately 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices.

10 - BASIC HOURLY RATE SCHEDULE

Principal	\$250.00
Director	\$225.00
Discipline Director	\$215.00
Project Director	\$195.00

SCOPE OF SERVICES

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Project Leader	\$175.00
Design Coordinator II	\$150.00
Manager	\$145.00
Senior Specialist	\$120.00
Designer III	\$115.00
Specialist III	\$100.00
Designer II	\$100.00
Specialist II	\$90.00
Designer I	\$90.00
Specialist I	\$80.00
Intern	\$70.00

NOTE: These rates became effective July 1, 2018 and are subject to change annually.

11 – PROPOSED CONSULTANT / DISCIPLINES

Architecture:	LPA
Landscape Architecture:	LPA
Interior Design:	LPA
Structural:	LPA
Civil:	LPA
Mechanical / Plumbing:	LPA
Electrical:	LPA
Trends Analysis:	Ballard*King (not in contract, under separate agreement)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/29/2019

SUBJECT: Approval to Purchase Suppressors for Police Department Patrol Rifles

RECOMMENDATION

It is recommended that the City Council approve the purchase of suppressors for the police department patrol rifles.

BACKGROUND/DISCUSSION

The Police Department is purchasing new rifles for the entire agency to replace existing end of service life rifles. A patrol rifle consists of a rifle, sling, light, suppressor, and sight/optic. The new replacement rifle purchase was presented to the Council via a Decision Package and was approved as a two-part purchase at the June 19, 2018 City Council meeting under Agenda Item 19. The first part of the purchase was planned to take place during Fiscal Year 2018-19 and is specific to the purchase of the accessories including sights, lights, suppressors and racks. The second step will be the purchase of the actual rifles themselves during Fiscal Year 2019-20.

Suppressors, by design, reduce the audible sound of high velocity rounds reducing the likelihood of permanent hearing damage to the officers. In addition to sound reduction, suppressors also reduce muzzle blast and side blast gases, which can be harmful to officers and civilians in proximity to a weapon being fired. We have tested a variety of suppressors from AAC, SureFire LLC, Gemtech, APD, and Sig Sauer and concluded that the SureFire Socom 556SB suppressor meets the needs of our patrol rifle program and is a proven brand and device. Surefire Socom suppressors are currently in use by the United States Military Special Operations Command forces, where they have been used extensively for many years, and by our SWAT team in small quantities over the years. Their durability is well established. Surefire Inc. is a local Orange County company located in Fountain Valley, California, which is an additional benefit should there be any warranty issues that arise in the future.

The retail price of the SureFire Socom 556SB suppressor is \$1,175 per unit. This particular model was discontinued at the beginning of 2018 and we have the opportunity to purchase them for a significant cost savings of \$650 per unit or \$39,000 for the 60 units that we require for our rifle program. The new model, Socom556SAB2, has the same internal baffles as this device, same noise reduction rating, and the only change to it was the aesthetics of the end cap. This price is based on our existing relationship with Arms Unlimited and a \$45 per unit savings over their published price of \$695 per unit. This is within the budget established in

the Decision Package.

We are required to sole source this item specifically as it is currently only available in the quantity we need from one vendor, Arms Unlimited, as they bought out the remaining supply of these suppressors from the manufacturer. We have an established a relationship with this vendor and have been purchasing tactical equipment from them for several years. This is a time sensitive purchase as this is the last inventory in existence for this product and there are less than 150 units available. Attached is a letter from SureFire LLC stating that the only vendor with sufficient inventory to fulfill our order is Arms Unlimited. The letter also documents that these units are still fully warrantied by SureFire Inc's outstanding customer service and warranty. We requested a quote from one of our other regular suppliers, Adamson Police Products, and they responded that they were unable to provide this product. Based on all of the above factors, staff recommends approving the Purchasing Agent to purchase the 60 units from Arms Unlimited.

SUMMARY/FISCAL IMPACT

There is currently \$84,200 in the FY 2018-19 approved budget for the purchase of patrol rifle accessories (which includes suppressors). If approved, the \$39,000 purchase of suppressors will leave a balance of \$45,200 to purchase the remaining rifle accessories.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Christopher Wood, Police Sergeant

Attachments

Letter



December 18, 2018

Dear Mr. Wood,

SureFire has stopped manufacturing the SOCOM556-SB series suppressor. Arms Unlimited has the only sufficient inventory of these suppressors to supply a 60 unit order requirement.

The SOCOM556-SB series suppressors are fully supported by the SureFire Warranty.

Kind Regards,

George Syrengelas
Director, Product Management
SureFire, LLC

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 01/29/2019

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2018-19

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2018-19 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

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

In October 2018, the City received a one-time payment of \$270,341 from the County of Orange for prior years property taxes collected from the former Brea Redevelopment Agency (Successor Agency). Of this amount, \$70,072 was deposited in the Paramedic Tax Fund. The remaining \$200,269 was deposited into the General Fund.

The Fire Department continues to respond to mutual aid throughout California. Fortunately, Fire Administration has been diligent in seeking reimbursement from costs incurred. Mutual aid responses included: the Lion Fire in the Sierra National Forest, the Carr Fire in the Shasta Trinity Forest, the Ferguson Fire in the Sierra National Forest, the Stone Fire in the Modoc National Forest, and the Mendocino Fire. These strike team responses resulted in the Fire Department's overtime budget and other operating costs to increase by \$256,817. This cost is fully offset by reimbursements.

In addition, on July 17, 2018, the City Council approved the purchase of a used 1998 American LaFrance 105" Aerial Ladder Truck. This truck was purchased from the City of Vernon. The Fire Department also requested an additional \$10,000 for repairs needed for the used fire truck. The total transfer from the General Fund (110) to the Equipment and Vehicle Maintenance Fund (480) is \$60,000.

The City of Brea purchases water from CDWC and is entitled to purchase 1.6 acre feet of water for each share of common stock owned by the City (entitlement water) at a certain rate (entitlement rate). The City also purchases water from CDWC in excess of its entitlement at

a higher rate (over-entitlement rate).

Recently, the City was notified that water service to certain CDWC retail customers in the La Habra area is now being provided by CDWC through pipelines owned and maintained by the City of La Habra. These customers now have the option to transfer their water service from CDWC to the City of La Habra. If they choose to transfer their water service to the City of La Habra, these customers will no longer be required to retain their common stock shares in CDWC. Therefore, there are CDWC common stock shares available for purchase by the City of Brea or other CDWC wholesale water customers.

By purchasing additional CDWC common stock shares, the City would be able to purchase more water at the entitlement rate and lower its annual water supply costs. Therefore, on December 18, 2018, the City Council authorized the City Manager to offer \$15,250 per common stock share to these shareholders and purchase up to 100 shares. Funding for these purchases is available from the Water Enterprise Fund capital reserves, while still maintaining the capital reserve target balance of approximately \$6 million. Based on current CDWC rates, the savings from each share of common stock purchase is approximately \$884 annually which is a return on investment of 5.8% with a payback period of 17.2 years. A budget adjustment of \$250,000 (about 16 shares) is proposed based on purchases made or interest expressed to date.

For Capital Improvement Project #7251 - Lambert Road/57 Freeway, Caltrans, who is the lead agency on this project, will now oversee the state and federal grant funding totaling \$74,705,000. Since funding will be distributed to Caltrans, expenditures for this project need to be reduced accordingly. In the same way, for Capital Improvement Project #7305 - Brea Boulevard Widening, the County of Orange is the lead agency on this project. The County will now oversee the revenue and expenditures of \$172,500.

SUMMARY/FISCAL IMPACT

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in an increase in revenues of \$459,263 and an increase in expenditures and transfers out of \$318,994, for a net General Fund increase in revenues of \$140,269. The City Operating Budget adjustments for all funds resulted in an increase in revenues and transfers-in of \$589,335 and an increase in expenditures and transfers-out of \$643,994 for a net increase in expenditures and transfers-out of \$54,659.

The Capital Improvement Program Budget adjustments in CIP - Exhibit A consists of a decrease in expenditures of \$74,877,500 with a corresponding net decrease in revenues. The adjustments to revenue and transfers-in are as follows:

County Grants	(\$172,500)
State Grants	(9,000,000)
Federal Grants	(65,705,000)
TOTAL	(\$74,877,500)

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue and Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Exhibit A - City

Resolution - CIP

Exhibit A - CIP

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2018-19 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2018-19, Resolution No. 2018-038, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of February, 2019.

Mayor

ATTEST:_____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of February, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

BUDGET ADJUSTMENTS
FY 2018-19 OPERATING BUDGET

February 5, 2019

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>					
3115 (REV)	Asset Liquidation	0	200,269	200,269	One-time payment from the County of Orange for property taxes collected from the Successor Agency
<u>Fire Services</u>					
3549 (REV)	State Grants	345,511	545,714	200,203	Reimbursement for Strike Team Responses.
3569 (REV)	Federal Grants	205,030	261,644	56,614	
2221 (EXP)	Operations	4,627,931	4,884,748	256,817	Overtime and other costs accrued from Strike Team Responses.
<u>Community Services</u>					
3749 (REV)	Contributions- Other	5,000	7,177	2,177	Donations to Olinda Oil Museum & Trail
4311 (EXP)	Administration	849,091	851,268	2,177	
5985 (EXP)	Transfers-Out to Fund 480	0	60,000	60,000	Transfer-Out to the Equipment & Vehicle Maintenance Fund (480) for the purchase of a used Fire Truck and miscellaneous repairs approved by City Council on 7/17/18
Change in Fund Revenues				459,263	
Change in Fund Expenditures				318,994	
Net Increase in Fund Revenues				140,269	
<u>PARAMEDIC SERVICES FUND (174)</u>					
3116 (REV)	Paramedics	3,909,000	3,979,072	70,072	One-time payment from the County of Orange for property taxes collected from the Successor Agency
Increase in Fund Revenues				70,072	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT NO. 6 FUND (346)</u>					
5112 (EXP)	Maintenance Districts	191,034	206,034	15,000	Emergency Tree Work to be taken from Fund Reserves
Increase in Fund Expenditures				15,000	

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>WATER UTILITY FUND (420)</u>					
5131 (EXP)	Maintenance and Operations	14,681,253	14,931,253	250,000	Purchase of California Domestic Water Company (CDWC) Common Stock
	Increase in Fund Expenditures			250,000	
<u>EQUIPMENT & VEHICLE MAINTENANCE FUND (480)</u>					
3985 (REV)	Transfers-In from Fund 110	0	60,000	60,000	Transfer-In from the General Fund (110) for the purchase of a used Fire Truck and miscellaneous repairs approved by City Council on 7/17/18
5161 (EXP)	Equipment Maintenance	2,382,697	2,442,697	60,000	Purchase of a used Fire Truck and miscellaneous repairs.
	Increase in Fund Expenditures			0	
TOTAL OF FUNDS - CHANGE IN REVENUE				589,335	
TOTAL OF FUNDS - CHANGE IN EXPENDITURES				643,994	
TOTAL NET FUND INCREASE IN EXPENDITURES				54,659	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2018-19 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2018-19 of the Capital Improvement Program Budget, Resolution No. 2018-036, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of February, 2019.

Mayor

ATTEST: _____

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of February, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2018-19 CAPITAL IMPROVEMENT PROGRAM BUDGET

February 5, 2019

Account Number			Current Budget	Revised Budget	Funding Required	Description
3539	(REV)	County Grants	12,398,178	12,398,178		
3549	(REV)	State Grants	9,000,000	-	(9,000,000)	Reduce grant funding and expenditures. Caltrans, the lead agency
3569	(REV)	Federal Grants	65,705,000	-	(65,705,000)	on this project, will receive the state and federal grant funding
3985	(REV)	Transfers-in from Fund 540	6,529,105	6,529,105	-	directly from the state and federal agencies.
7251	(EXP)	Lambert Road/57 Freeway	93,632,283	18,927,283	(74,705,000)	
					-	
3539	(REV)	County Grants	172,500	-	(172,500)	Reduce grant funding and expenditures. The County of Orange,
3985	(REV)	Transfers-in from Fund 540	120,500	120,500	-	the lead agency on this project and will receive this grant funding
7305	(EXP)	Brea Boulevard Widening	293,000	120,500	(172,500)	directly from the OCTA.
					-	