AGENDA
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOOTHILL VALLEY HOUSING AUTHORITY
Closed Session 5:00 p.m.
Regular Meeting 6:00 p.m.
Tuesday, April 20, 2021
Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk’s Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk’s Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council or other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair. Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. Scheduled Matters, including Public Hearings: Indicate on the card what item you want to address. Unscheduled Matters: Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to
raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

**ZOOM LINK INFORMATION**

- Participants that choose to watch the City Council meeting through zoom are automatically placed in the waiting room and will only be allowed into the Zoom meeting if they request to make a public comment. In order to make a public comment, you will indicate through the chat feature which item you would like to speak on, and click on the “raise hand” icon to let the administrator know you wish to speak.
- All participants are muted unless you are requesting to speak, at which time you will be allowed to unmute and make you comment.
- All public comments are allowed up to 3 minutes to speak.

**Join Zoom Meeting**

https://us02web.zoom.us/j/87309537912?pwd=MHNmYXZqM0l4a3B0U2NRTnhBaGJLQT09

**Meeting ID:** 873 0953 7912  
**Passcode:** 382583  
One tap mobile  
+16699006833,,87309537912#,,,,*382583# US (San Jose)  
+12532158782,,87309537912#,,,,*382583# US (Tacoma)

Dial by your location  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)

**Note:** The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.

**CLOSED SESSION**

**CALL TO ORDER**  
5:00 p.m.

**PUBLIC COMMENTS**  
(Closed Session matters only)

*Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.*

1. **CONFERENCE WITH LABOR NEGOTIATORS:**  
Pursuant to Government Code §54957.6.
Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le; Finance Director, Jennifer Lampman; Budget Analyst, David Faraone; Human Resources Director, Chelsea Phebus; Attorney for the City, Colin Burns.
Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fountain Valley Firefighters Association (FVFA), Individually Represented Battalion Chiefs (BCs), Fountain Valley Municipal Employees Association (Field Services), Fountain Valley General Employees Association (FVGEA), Professional and Technical Employees (P&T), Individually Represented Professional and Technical Employees (IRP&T), and Administrative Officers.

OPEN SESSION

CALL TO ORDER
6:00 p.m.

INVOCATION

SALUTE TO THE FLAG
Council Member Kim Constantine

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Bui, Constantine, Grandis, Mayor Pro Tem/Vice Chair Harper, Mayor/Chair Vo

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

PRESENTATIONS

- FVPOA/FV Community Foundation Autism Donation Presentation – Presented by Donald Farmer, Police Sergeant
- Presentation and Proclamation Recognizing Autism Awareness Month
- Presentation of a Proclamation Recognizing April as DMV/Donate Life Month
- Presentation on Mosquito Awareness Week – Presented by Cheryl Brothers
- Presentation on Homelessness – Presented by Matt Sheppard, Police Chief
- Presentation on Fire Department Tiller Truck – Presented by Ron Cookston, Fire Chief
- Presentation on Fire Station Remodel – Presented by Ron Cookston, Fire Chief
- Presentation on Assessment of Fiber Optic Assets – Presented by Temo Galvez, Deputy Public Works Director

PUBLIC COMMENTS (Scheduled Matters Only)

Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agendized item(s) not appearing on the Consent Calendar.
CONSENT CALENDAR

Consent Calendar Items 1 – 3 will be approved simultaneously with one motion, unless separate action/or discussion is requested.

1. Receive and File the Draft Minutes of April 6, 2021 Regular City Council Meeting Page 5

2. Approve to Amend the 2021/2022 Budget and Accept a Donation from Memorial Care Orange Coast Medical Center in the Amount of $7,145.00 to Purchase Emergency Medical Supplies for Fountain Valley Police Department Patrol Vehicles. Page 11

   It is recommended that the City Council approve Alternative No. 1: Approve to amend the 2021/2022 budget and accept a donation from Memorial Care Orange Coast Medical Center in the amount of $7,145.00 to purchase emergency medical supplies for Fountain Valley Police Department Patrol Vehicles.

3. 1) Award a Contract in an Amount Not to Exceed $150,000 to Richard C. Slate & Associates LLC for Hydrogeological/Well Rehabilitation Consultant Services; and 2) Amend the FY 2020/21 Water Enterprise Fund Budget in the Amount of $150,000 Page 24

   Staff recommends that City Council approve Alternative No. 1, which is to 1) award a contract in an amount not to exceed $150,000 to Richard C. Slade & Associates LLC for Hydrogeological/Well Rehabilitation Consultant Services; and 2) amend the FY 2020/21 Water Enterprise Fund budget in the amount of $150,000

ADMINISTRATIVE ITEMS

4. CDBG Action Plan Amendments Page 74

   Approve Amendments to the Fiscal Year 2019-20 and Fiscal Year 2020-21 Community Development Block Grant Annual Action Plans, Increase the Fiscal Year 2020-21 CDBG Budget by $404,765, and Approve the Small Business Emergency Assistance Grant and authorize the City Manager to execute all documents necessary to submit the amendments to HUD.

5. Proposed 2021 Legislative Platform Page 101

   Approve the proposed 2021 Legislative Platform.

6. APPROVE $2.0 MILLION APPROPRIATION FOR ADDITIONAL PAYMENT TO CALPERS TO REDUCE THE CITY’S UNFUNDED ACTUARIAL LIABILITY Page 104

   It is recommended that the City Council approve Alternative No. 1 to Approve $2.0 million appropriation in the General Fund and authorize the City Manager to submit an additional Unfunded Actuarial Payment to CalPERS in FY2020/21.
COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL/SUCCESSOR AGENCY/ HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/ HOUSING AUTHORITY

The next Regular Meeting of the Fountain Valley City Council is May 4th, 2021 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.
CLOSED SESSION

CALL TO ORDER 4:03 p.m.

PUBLIC COMMENTS (Closed Session matters only)

1. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code §54957.6.
   Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le; Finance Director, Jennifer Lampman; Budget Analyst, David Faraone; Human Resources Director, Chelsea Phebus; Attorney for the City, Colin Burns.
   Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fountain Valley Firefighters Association (FVFA), Individually Represented Battalion Chiefs (BCs), Fountain Valley Municipal Employees Association (Field Services), Fountain Valley General Employees Association (FVGEA), Professional and Technical Employees (P&T), Individually Represented Professional and Technical Employees (IRP&T), and Administrative Officers.
   No reportable Action

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (1 potential case)
   No reportable Action

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
   Paragraph (1) of subdivision (d) of Section 54956.9
   Name of case: WISP v. City of Fountain Valley FCC WT Docket No. 19-270
   No reportable Action
4. Presentation from CalRecycle on Senate Bill 1383 – Presented by Jeff Taylor of CalRecycle

Jeff Taylor of CalRecycle presented the mandates related to Senate Bill 1383.

OPEN SESSION

CALL TO ORDER 6:23 p.m.

INVOCATION Mayor Pro Tem Patrick Harper

SALUTE TO THE FLAG Mayor Michael Vo

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Bui, Constantine, Grandis, Mayor Pro Tem/Vice Chair Harper, Mayor/Chair Vo
Council Members Absent: None

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

In regards to item 5 on the agenda, there was a minor correction to the minutes under Council items for Future Consideration. In regards to item 10, the updated grid and staff report were provided.

PRESENTATIONS

- Proclamation Recognizing Tanya Hoxsie for her 26 years of Service to the Huntington Valley Boys and Girls Club

  Council Member Grandis introduced and spoke about Tanya Hoxsie’s achievements for the Boys and Girls Club. Mayor Vo presented a Proclamation to Tanya Hoxsie.

- Recognition of Tiffany Hoang for Receiving her Eagle Scout Award and Girl Scouts Gold Award

  Mayor Vo presented Tiffany Hoang with a Certificate of Recognition for her accomplishments in achieving the rank of Eagle Scout and the Girl Scouts Gold Award.
PUBLIC COMMENTS (Scheduled Matters Only)
There were no public comments at this time.

CONSENT CALENDAR
Consent Calendar Items 5 – 8 were approved simultaneously with one motion, unless separate action/or discussion is requested.

5. Receive and File the Draft Minutes of the March 16, 2021 Regular City Council Meeting

ACTION: Move to approve the amended Draft Minutes of the March 16, 2021 Regular City Council Meeting

MOTION: Grandis        SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Vo
NOES: None
ABSENT: None
ABSTAIN: None

6. Second Reading and Adoption of an Ordinance Approving Zoning Map Amendment 431 for the Moiola Park Residences at 9790 Finch Avenue

ACTION: Move to approve the Second Reading and Adoption of an Ordinance Approving Zoning Map Amendment 431 for the Moiola Park Residences at 9790 Finch Avenue

MOTION: Grandis        SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Vo
NOES: None
ABSENT: None
ABSTAIN: None

7. AUTOMATIC AID AGREEMENT 2021 WITH THE ORANGE COUNTY FIRE AUTHORITY

ACTION: Move to approve the Automatic Aid Agreement with the Orange County Fire Authority.

MOTION: Grandis        SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Vo
NOES: None
ABSENT: None
ABSTAIN: None
8. Request to Destroy Finance Department Records

ACTION: Move to approve the Request to Destroy Finance Department Records

MOTION: Grandis  SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Vo
NOES: None
ABSENT: None
ABSTAIN: None

9. 1) Approval of Amendment No. 3 to CON-19-33 for $139,832 for Architectural Design Services for the Police Department Locker and Restroom Modernization Project (the Project); and, 2) Amendment to the FY20/21 General Fund Budget for $129,782 for the Project, Project No. GF794

This item was pulled from the Consent Calendar and was not voted on.

ADMINISTRATIVE ITEMS

10. Strategic Plan Review Update

Item 10 was a Receive and File item and no vote was taken.

11. Senate Bill 34 (Umberg D) Libraries: Student Success Cards

ACTION: Move to take no action and monitor the Senate Bill

MOTION: Harper  SECOND: Bui

AYES: Bui, Constantine, Harper, Vo
NOES: Grandis
ABSENT: None
ABSTAIN: None

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Grandis requested that staff look into under utilized parking areas within the city and bring the item back to City Council at a future date. The request was seconded by Mayor Vo.

Council Member Grandis requested that staff look into metered parking around Mile Square Park until 6 p.m. The request was seconded by Council Member Constantine.

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

James Seato
Council Member Constantine

March 18th Attended the monthly OC Mosquito & Vector Control Meeting via Zoom.
March 25th Attended via Zoom the Virtual OC Mosquito & Vector Control Open House & Information Session. A bit later, I attended the OC Memorial Hospital "Heroes" Event.
March 26th Attended the 5 Below Grand Opening on Brookhurst at Ellis.
March 29th Attended the Recreation Center Interior Renovation Project Kickoff.
March 31st Attended the General Plan Joint Meeting of the City Council & Planning Commission at the Senior Center.
April 1st Assisted with Senior Meals Distribution at the Senior Center.

Council Member Bui

March 22 Attended the Legislative Committee Meeting with Mayor Pro Tem Harper
March 24 Attended the Chamber of Commerce meeting via Zoom
March 25 Attended the Fountain Valley Regional Hospital Hall of Fame and Memorial Care Hero recognitions
March 29 Visited Westminster City Hall and Facilities
March 31 Attended the General Plan Joint Meeting of the City Council & Planning Commission at the Senior Center.
April 2 Met with Congresswoman Michelle Steel
April 6 Attended a press release via zoom in regards to hate crimes against Asian Americans

Council Member Grandis

Spoke about the Fountain Valley Regional Hospital post regarding a new distinction for maternity care,
The Fountain Valley Police Department is selling special patches for $10 that recognize Autism Awareness.
March 17 Attended the PCTA Board Meeting
March 18 Attended the New Opportunities to convert Bio-Mass waste to renewable Methand and Green Hydrogen
Attended the Fountain Valley Community Foundation Board Meeting
March 19 Attended Memorial Care’s 20-21 Presidents Partnership Zoom meeting
March 25 Attended the Mosquito and Vector Control open house and information center
March 25 Attended the Memorial Care Heroes Recognition Event
March 26 Attended the 5-Below Grand Opening event and the virtual swearing in event for Katrina Foley as the new 2nd District Representative for the Board of Supervisor and the Orange Coast Beauty Supply Grand Opening
March 29 Attended the Groundbreaking ceremony for the remodel of the Recreation Center Building
March 31 Attended the Joint Planning Commission and City Council meeting
April 1 Attended the Kiwanis Meeting
Mayor Pro Tem Harper

March 17  Attended the Orange County Sanitation District Strategic Planning Meeting
March 22  Attended the OCTA Board Meeting
March 24  Attended the OCTA Finance Committee Meeting
March 25  Attended the Janet Nguyen press conference in Westminster
March 26  Attended the Grand Opening for Orange Coast Beauty Supply
March 31  Attended the joint study session with the City Council and Planning Commission
April 5   Attended the OCTA Regional Planning and Highways Committee Meeting

Mayor Vo

March 17  Attended the PCTA Board Meeting
March 25  Attended the Fountain Valley Regional Hospital Hall of Fame and Memorial Care Hero recognitions
March 26  Attended the 5-Below Grand Opening event
March 31  Attended the joint study session with the City Council and Planning Commission
And the Tri City meeting on small business development

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Mayor Vo adjourned the meeting at 7:16 pm to the next Regular Meeting of the Fountain Valley City Council on April 20, 2021 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

______________________________
Michael Vo, Mayor

Attest:

______________________________
Rick Miller, City Clerk
EXECUTIVE SUMMARY:

Fountain Valley Police Officers are often the first emergency personnel to arrive on scene for 9-1-1 calls where citizens require medical aid. With the increased incidents of recent active shooter and/or mass casualty events where emergency medical personnel may not be able to safely reach victims, it will be critical for Officers to be equipped with first aid supplies to immediately treat traumatic injuries. At these scenes, Officers may find citizens suffering from minor injuries or victims of crime suffering from traumatic and life-threatening injuries. In these instances, Officers may need to employ life-saving measures until the arrival of emergency medical personnel. Due to this, having the most up-to-date medical supplies and employing the latest medical technology will be crucial in saving lives and preventing further injury to victims.

DISCUSSION:

Each Patrol unit in the Fountain Valley Police Department is currently equipped with an emergency first aid box with basic first aid supplies. The current first aid boxes are not airtight nor are they watertight. This causes the supplies to be susceptible to dry rot or moisture damage. These first aid boxes are also large and cumbersome. They will not fit in the supply drawers of the new Ford Explorers which will be replacing the Dodge Charger as the Fountain Valley Police Department Patrol unit.

The current first aid supplies are not sufficient to treat traumatic injuries such as gunshot or stab wounds. The first aid kits will need to be stocked with supplies such as tourniquets and trauma pads to control excessive bleeding and valve mask bags to assist Officers with performing CPR.

Staff recommends the purchase of 18 Pelican 1500EMS first aid boxes to be stocked with the appropriate emergency medical supplies. Each Patrol unit will be equipped with a Pelican first aid kit for emergency medical use.
The Pelican 1500EMS boxes are watertight, dust proof and crush proof. They are compact in size, but are capable of being stocked with the needed number of emergency first aid items. Boss Innovation and Marketing, Inc., is an authorized distributor for the Pelican boxes. The estimated total cost for 18 boxes is $3,694.49.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pelican 1500EMS box</td>
<td>18</td>
<td>$187.10</td>
<td>$3,367.80</td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td>$32.00</td>
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<tr>
<td>Estimated Sales Tax</td>
<td></td>
<td></td>
<td>$294.69</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$3694.49</strong></td>
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The first aid supplies will be purchased from Life Assist which is the supplier for the Fountain Valley Fire Department. The estimated total for the supplies is $3,451.05.

The total estimated cost for the 18 Pelican 1500EMS boxes and first aid supplies is $7,145.54.

**FINANCIAL ANALYSIS:**

Funding for the purchase of the 18 Pelican 1500EMS boxes and associated medical supplies will be funded through a donation from Memorial Care Orange Coast Medical Center in the amount of $7,145.00.

**ATTORNEY REVIEW:**

None required.

**PUBLIC NOTIFICATION:**

Public notification was accomplished through the normal agenda process.

**ALTERNATIVES:**

Alternative No. 1: Approve to amend the 2021/2022 budget and accept a donation from Memorial Care Orange Coast Medical Center in the amount of $7,145.00 to purchase emergency medical supplies for Fountain Valley Police Department Patrol Vehicles.

Alternative No. 2: Do not approve to amend the 2021/2022 budget and do not accept a donation from Memorial Care Orange Coast Medical Center in the amount of $7,145.00 to purchase emergency medical supplies for Fountain Valley Police Department Patrol Vehicles.

**RECOMMENDATION:**

It is recommended that the City Council approve Alternative No. 1: Approve to amend the 2021/2022 budget and accept a donation from Memorial Care Orange Coast Medical Center
in the amount of $7,145.00 to purchase emergency medical supplies for Fountain Valley Police Department Patrol Vehicles.

Prepared by:          Kham Vang, Lieutenant
Approved by:          Matthew L. Sheppard, Chief of Police
Fiscal Review by:     Jennifer Lampman, Finance Director/City Treasurer
Reviewed by:          Alexandra Halfman, Attorneys for the City
Approved by:          Robert Houston, City Manager

Attachment:
First Aid Proposal
Quote from Boss Innovation and Marketing, Inc. Quote from Life Assist
Resolution Amending Budget and Accepting Donation
TO:            Chief Matthew Sheppard via Chain of Command
FROM:          Corporal Joseph Zane
DATE:          March 25, 2021

SUBJECT: ACQUISITION OF FIRST AID MEDICAL KITS TO BE PLACED INTO
PATROL VEHICLES.

SUMMARY:

Request the Department purchase of eighteen Pelican 1500EMS first aid boxes, along
with the necessary first aid medical supplies for patrol use. These first aid boxes will be
placed into all 18 patrol vehicles.

DISCUSSION:

With the rise of active shooter incidents, mass casualty events, and violent attacks on law
enforcement, Officers need to have the necessary medical equipment to care for fellow
Officers, civilians, and themselves. In addition, Fountain Valley Police Officers are usually
the first responders to scenes involving victims in need of emergency medical care.
Officers are often called upon to administer first aid and life saving measures prior to the
arrival of Fire Department and Paramedic personnel.

Our current first aid kits are large in size, outdated and do not contain sufficient supplies.
In addition, the current boxes are so large, they will not fit in the new Ford Explorer supply
drawers. These new first aid kits will be replacing our current outdated first aid kits and
will be re-supplied as needed.

The Pelican 1500EMS boxes are watertight, crushproof and dustproof to protect the
contents. They also come with a limited lifetime warranty.

FINANCIAL ANALYSIS:

The total quoted cost for all included items is $7,145.54. This quote includes eighteen
Pelican 1500EMS boxes from Boss Distribution which is the sole distributor for Pelican
Products. Each box will be fully stocked by Life Assist with the listed first aid supplies.
Life Assist has an account with the city of Fountain Valley and is the main supplier for the
Fountain Valley Fire Department. Refer to the attached quotes for a more detailed cost breakdown.

On 03/18/2021, Orange Coast Memorial, through administrator, Beth Hambleton, offered to donate $7,145.00 to fund FVPD for the purchase of the eighteen first aid boxes and medical supplies.

CONCLUSION:

It is recommended FVPD use the donated funds from Orange Coast Memorial to purchase eighteen Pelican 1500EMS boxes and supply them with the recommended items through Life Assist.
First Aid Supplies:

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<tr>
<td>1</td>
<td>1 ea</td>
<td>BA1030 DUKAL™ Trauma Dressing, 10” x 30”</td>
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<td>2</td>
<td>1 bx-20</td>
<td>BA5675 DUKAL™ Combine/ABD Pad, 6” x 7.5”</td>
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<td>3</td>
<td>18 ea</td>
<td>BA7350 QuikCloc® Combat Gauze LE™, 3” x 4 yds Z-fold</td>
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<tr>
<td>4</td>
<td>18 ea</td>
<td>AT0029 HyFin® Vent Chest Seal</td>
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<tr>
<td>5</td>
<td>3 r-25</td>
<td>BH116 Biohazard Bag, 23” x 23”, 1.5 mil, 7-10 Gallon</td>
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<tr>
<td>6</td>
<td>3 bg-25</td>
<td>PA3933 Enema Bag</td>
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<tr>
<td>7</td>
<td>2 bx-12</td>
<td>TA7627-1 TRANSPOR™ Transparent Tape, 1”</td>
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<tr>
<td>8</td>
<td>3 bx-100</td>
<td>BA25650 CURAD Adhesive Bandage, Fabric, 3/4” x 3”</td>
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<tr>
<td>9</td>
<td>3 bx-100</td>
<td>AL3440 SAFETEC p.s.w.s.™ Towelettes</td>
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<tr>
<td>10</td>
<td>3 bg-12</td>
<td>BA5 DUKAL™ Triangular Bandage, 40” x 40” x 56”</td>
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<tr>
<td>11</td>
<td>18 ea</td>
<td>IN555-BLK Economy Paramedic Shears, 7 1/4”, Black</td>
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<tr>
<td>12</td>
<td>1 bx-35</td>
<td>IC46727 FLUIDSHIELD N95 Particulate Filter Respirator Mask, Regular</td>
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<tr>
<td>13</td>
<td>3 bx-25</td>
<td>BA9044 CURITY All-Purpose Sponge, 4” x 4”, Sterile (pks/2)</td>
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<tr>
<td>14</td>
<td>18 ea</td>
<td>OM7100 RUSCH Bag Mask Resuscitator, Adult</td>
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<td>15</td>
<td>18 ea</td>
<td>OM7200 RUSCH Bag Mask Resuscitator, Pediatric</td>
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<tr>
<td>16</td>
<td>18 ea</td>
<td>AMBU_540211000 EA Ambu® SPUR® II Resuscitator w/neonate mask</td>
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<tr>
<td>17</td>
<td>36 ea</td>
<td>BA6715 KERLIX™ Gauze Bandage, 4.5” x 4.1 yds, Sterile</td>
</tr>
<tr>
<td>18</td>
<td>18 ea</td>
<td>BA1910 BLOODSTOPPER® Wound and Trauma Dressing</td>
</tr>
<tr>
<td>19</td>
<td>18 ea</td>
<td>TO0023-ORG Combat Application Tourniquet (C-A-T®), Orange</td>
</tr>
<tr>
<td>20</td>
<td>18 ea</td>
<td>BA8506 The Emergency ISRAELI BANDAGE, 6”</td>
</tr>
<tr>
<td>21</td>
<td>18 ea</td>
<td>DJ688 Helyerd INSTANT COLD PACK, 6.25” x 8.5”, Large</td>
</tr>
<tr>
<td>22</td>
<td>18 ea</td>
<td>SL5201 B Braun 0.9% Sodium Chloride, 500 ml Bottle</td>
</tr>
</tbody>
</table>

Box Supply Contact:

Pelican Products Inc. – 3541 Lomita Blvd, Torrance, CA 90505
Jeff Rudel – (323)855-2356 – jeff.rudel@pelican.com

Distributor:
Boss Innovation & Marketing Inc. – 30081 Comercio, RSM, CA 92688
Ryan Curtis – (949)292-5216 – ryan@bosssafety.com

First Aid Supplies Contact:

Life-Assist – 11277 Sunrise Park Dr, Rancho Cordova, CA 95742
Sylvia – (714)269-1467 – sylvia@life-assist.com

Orange Coast Memorial Contact:

MemorialCare Orange Coast Medical Center
18111 Brookhurst, Fountain Valley, CA 92708
Beth Hambelton (714)614-7896 – Bhambelton@memorialcare.org
First Aid Kits (new & old)
1550EMS Protector
EMS Case

- Interior: 16" x 14" x 7.5"
- 1550 Case customized for EMS personnel
- Multi layer lid organizer with numerous clean pockets - find everything right away
- Padded dividers with adjustable walls for customizing compartments to any size.
- Lid organizer clear cover with VELCRO® brand fasteners - keep supplies in place during transport
- Watertight, crushproof, and dropproof
- Stainless steel pedalock protectors

Read More →

Colors
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<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>U/M</th>
<th>Cost</th>
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<tr>
<td>1500EMS-ORG</td>
<td>Pelican 1500EMS Protector Case with EMS Organizer/Dividers (Orange)</td>
<td>18</td>
<td>ea</td>
<td>187.10</td>
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<td>UPS G&amp;D</td>
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<td></td>
<td>LEADTIME: 7-10 Days upon order placed</td>
<td></td>
<td></td>
<td>294.69</td>
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<tr>
<td></td>
<td>Total sales tax calculated by AvanTax</td>
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<td></td>
<td>0.00%</td>
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Total $3,694.49
Thank you for the opportunity to quote the above item(s).

Please submit a Proposal Item Request Authorization Form with your Order.

**Note:** All PPE items are subject to availability and non-cancellable.

<table>
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<tr>
<th>Item</th>
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<td>Ground deliver only</td>
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY AMENDING THE 2021/2022 BUDGET AND ACCEPTING DONATION FUNDS FROM MEMORIAL CARE ORANGE COAST MEDICAL CENTER TO PURCHASE EMERGENCY FIRST AID SUPPLIES FOR THE FOUNTAIN VALLEY POLICE DEPARTMENT

WHEREAS, Memorial Care Orange Coast Medical Center and the Fountain Valley Police Department has recognized a need for patrols units to be equipped with emergency first aid supplies;

WHEREAS, Memorial Care Orange Coast Medical Center has pledged funds in the amount of $7,145.00 for the purchase of emergency first aid supplies; and

WHEREAS, the City desires to amend the 2021/2022 budget, accept these funds, and use these funds to purchase emergency first aid supplies.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Fountain Valley does hereby amend the 2021/2022 budget and accept the donation of $7,145.00 from Memorial Care Orange Coast Medical Center.

2. The donated amount will be used to fund the purchase of emergency first aid supplies outlined in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley this 20th day of April 2021.

ATTEST:

__________________________
MAYOR

__________________________
City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP

Attorneys for the City
SUBJECT: 1) Award a Contract in an Amount Not to Exceed $150,000 to Richard C. Slade & Associates LLC for Hydrogeological/Well Rehabilitation Consultant Services; and 2) Amend the FY 2020/21 Water Enterprise Fund Budget in the Amount of $150,000.

EXECUTIVE SUMMARY:

The City of Fountain Valley operates six groundwater wells that produce approximately 6,500 to 10,000 acre-feet (AF) of water annually from the Orange County Water District (OCWD) Groundwater Basin. Water production from the groundwater wells is the least expensive water resource that the City can deliver to the residents of Fountain Valley. Water wells, like other distribution system assets, require regular and diligent maintenance and rehabilitation to ensure reliability and efficient operation to maximize water production. Currently, four of the City’s wells are listed in the Capital Improvement Program (CIP) for rehabilitation next fiscal year with two of these wells being down and out of service. A hydrogeological consultant that specializes in this type of work is needed to assess the condition of each well and provide the best rehabilitation method for each of the unique issues.

Public Works staff developed a comprehensive request for proposal (RFP) detailing the unique issues for each of the City’s wells and the need for hydrogeological/well rehabilitation consultant services. The RFP was issued electronically by Finance staff on PlanetBids on January 28, 2021.

On February 25, 2021, the City received six proposals in response to the RFP.

After carefully evaluating the written proposals and factoring in the cost proposals, the staff is recommending that Richard C. Slade & Associates LLC (RCS) be awarded the Hydrogeological/Well Rehabilitation Consultant Services contract.

Staff is requesting that City Council 1) award a contract in an amount not to exceed $150,000 to Richard C. Slade & Associates LLC for Hydrogeological/Well Rehabilitation
DISCUSSION:

The City of Fountain Valley operates six groundwater wells that produce approximately 6,500 to 10,000 AF of drinking water annually from the OCWD Groundwater Basin. Water produced from the groundwater wells is the least expensive water resource that the City can deliver to the residents of Fountain Valley. Unlike the distribution system assets which are visible from the ground (i.e., water valve cans, hydrants, air-vacuum release assemblies, water meters, etc.), water wells are all underground, often as deep as 1,000 feet below ground. Although the wellhead appurtenances and equipment are well maintained by the water division crew, subsurface well casings and shafts require specialized contractors, substantial equipment and the use of a crane to lift heavy pumps and motors. The wells are reaching their critical service life and need substantial rehabilitations and troubleshooting to ensure reliable water production and protect water quality. As stewards of our water system which supplies drinking water to our residents and businesses, staff actively pursues the most responsible path to manage these resources wisely and efficiently. Staff publicly solicited professional hydrogeologists (groundwater geologists) whose expertise is in assessing groundwater wells and the surrounding geological conditions to make recommendations for improvements.

Currently, four of the City’s wells are listed in the Capital Improvement Program (CIP) for rehabilitation next fiscal year with two of these wells being down and out of service. One well has unique rehabilitation needs due to a blockage in the well casing and another due to a possible casing liner failure that needs further investigation.

Well No. 6

This well was drilled in 1974 to a depth of 1,150 feet and was last fully rehabilitated in 2008. In 2018, an attempt was made to pull the pump to perform a preliminary video inspection and determine the specific rehabilitation needs of the well. The pump was stuck and unable to be pulled. Therefore, alternative methods need to be developed. The well is still in operation, but is in critical need of rehabilitation. Continued operation is not sustainable and not recommended until a hydrogeological assessment is performed. Rehabilitation is scheduled for 2021/22.

Well No. 8

This well was drilled in 1977 to a depth of 920 feet and was last rehabilitated in 2007. The well is currently operational and reliable, but needs assessment and recommendations for rehabilitation. Rehabilitation is scheduled for 2022.
Well No. 9

This well was drilled in 2009 to a depth of 1,114 feet and was last rehabilitated in 2017. The well is currently operational and reliable, but needs a condition assessment to explore options to reduce sand production which impairs water quality.

Well No. 10

This well was drilled in 1987 to a depth of 1,100 feet and was last rehabilitated in 2018 with a new casing liner. It was discovered that the new filter pack/beads have entered the effluent system pipe and the well was shut down in July 2020. Further testing and analysis need to be performed to determine the cause of the failure and identify rehabilitation needs. Rehabilitation is scheduled for 2021.

Well No. 11

This well was drilled in 1987 to a depth of 1,027 feet and was last fully rehabilitated in 1994. In 2019, the pump was pulled to perform a video inspection to determine the specific rehabilitation needs of this well. When the pump was pulled, it was found that the pump strainer was separated and sections were missing. The well video inspection found an unknown blockage at 280 feet down. Utilizing specialized tools, the blockage was removed and determined to be pieces of the strainer along with well-level-sounding transducer leads. The well was again videoed and another blockage was found at 669 feet down. Similar attempts to remove this blockage by two separate contractors proved unsuccessful. This well requires further condition assessment and recommendations for rehabilitation methods. The well is currently shut down and inoperable. Rehabilitation is scheduled for 2021/22.

Well No. 12

This well was drilled in 1999 to a depth of 1,090 feet and was last rehabilitated in 2017. The well is currently operational and reliable, but needs a condition assessment to explore options to reduce sand production.

Procurement

To analyze and provide the best approaches to the unique rehabilitation required at each of the wells, a hydrogeological consultant that specializes in this type of work is needed. Per the City’s Purchasing Policies, the City of Fountain Valley issued a Request for Proposal (RFP) for Hydrogeological/Well Rehabilitation Consultant Services on January 28, 2021. The RFP was publicly advertised through PlanetBids with an invitation through
the City’s website. The RFP closed on February 25, 2021, and six (6) companies submitted proposals.

The evaluation process included two scoring sessions. The first session evaluated the proposals on an 800-point scale in the following five areas:

1. Company Experience
2. Key Personnel/Past Performance
3. Approach and Schedule
4. Understanding of Project Components
5. References

During the second session, the cost proposals submitted by the six (6) companies were opened and scored on a 200-point scale based on the hourly rates provided and added to the proposal scores to get a complete score.

The evaluation results are shown below:

<table>
<thead>
<tr>
<th>Hydrogeological Consultant</th>
<th>Aggregate Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard C. Slade &amp; Associates LLC</td>
<td>911.62</td>
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<tr>
<td>Wood Rodgers, Inc.</td>
<td>839.62</td>
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<tr>
<td>Dudek</td>
<td>730.61</td>
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<tr>
<td>Daniel B. Stephens &amp; Associates, Inc.</td>
<td>618.03</td>
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<tr>
<td>ENGEO Inc.</td>
<td>598.46</td>
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<tr>
<td>Hulet Urban Group, Inc.</td>
<td>570.00</td>
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</table>

Richard C. Slade & Associates LLC (RCS) is recognized as a water resources industry leader in Southern California and has completed extensive hydrogeological work within the OCWD Groundwater Basin area. They are also familiar with environmental regulations, technical challenges and legal challenges. RCS gave a comprehensive preliminary plan to address each of the unique situations at the six wells to best meet the City’s needs and expectations.

Groundwater hydrology is unique to each groundwater basin, and through RCS’s extensive history of working in the OCWD Groundwater Basin, they have developed their own extensive subsurface hydrogeological logs utilizing all of the past and current work in immediately surrounding agencies that help to serve as a roadmap to what is occurring in the basin that the City’s wells draw from. Additionally, RCS can help develop a well priority matrix to outline future maintenance schedules and needs. For this contract, RCS has partnered with Civiltech Engineering Inc. to have access to a host of civil engineering needs and experience related to well rehabilitations. RCS’s staff is also readily available to provide these much-needed services as they have recently completed similar services.
for the City of Anaheim, Irvine Ranch Water District and the City of Newport Beach. The City of Newport Beach has four wells located within the City of Fountain Valley.

After carefully evaluating the written proposals and factoring in the cost proposals, the staff is recommending that RCS be awarded the Hydrogeological/Well Rehabilitation Consultant Services contract on an as-needed basis for an amount not to exceed $150,000. RCS’s proposal was competitive and included personnel with extensive experience within the OCWD Groundwater Basin to best meet the City’s needs. Through this contract, RCS will provide hydrogeological services and provide well condition assessments along with rehabilitation recommendations for each of the City’s six wells and the unique issues that each of them is experiencing.

Per Council approval, the term of the contract will begin April 20, 2021, and continue through June 30, 2024, with the option for the City to extend the contract, with contractor concurrence and mutually agreeable terms, for two additional two-year terms if needed. All of the work to be performed under the terms of this contract by Richard C. Slade & Associates LLC will be managed by Public Works staff.

FINANCIAL ANALYSIS:

The RFP outlined a cost not to exceed $150,000 for the three-year term. These services are not currently budgeted in this fiscal year and therefore, a budget amendment to the FY 2020/21 Water Enterprise Fund in the amount of $150,000 is being requested for this three-year contract. The remaining funds will be carried over each fiscal year of the contract term as needed.

ATTORNEY REVIEW:

The Attorney for the City has reviewed and approved the contract.

ALTERNATIVES:

**Alternative No. 1:**
1) Award a contract in an amount not to exceed $150,000 to Richard C. Slade & Associates LLC for Hydrogeological/Well Rehabilitation Consultant Services; and 2) Amend the FY 2020/21 Water Enterprise Fund budget in the amount of $150,000. This is the recommended action as the City’s wells need this professional expertise in order to continue to be cost-effective, reliable, and capable of producing high-quality water.

**Alternative No. 2:**
Do not award a contract to RCS and direct staff to award the contract to another consultant and amend the FY 2020/21 Water Enterprise Fund budget accordingly. This is not recommended, as RCS provided a competitive cost proposal and proposed the most highly
qualified and experienced personnel that have worked within the OCWD Groundwater Basin to meet the City’s needs.

**Alternative No. 3:** Do not award a contract to any of the companies and direct staff to re-advertise a new request for proposal. This is not recommended, as staff believes this will not result in a higher quality proposal or a lower cost. The time required for this would also not allow evaluation of Well Nos. 10 and 11 to best determine the rehabilitation approach to get them back in operation promptly.

**Alternative No. 4:** Do not award a contract to any of the companies and direct staff to continue to work directly with water well rehabilitation contractors to try and resolve the unique issues at each of the well sites. This is not recommended, as this would require another RFP process to select a water well rehabilitation contractor and limit the City to the trial-and-error methods proposed by the selected contractor. This approach would possibly result in further delay and higher costs to bring the two wells currently out of service back into service.

**RECOMMENDATION:**

Staff recommends that City Council approve Alternative No. 1, which is to 1) award a contract in an amount not to exceed $150,000 to Richard C. Slade & Associates LLC for Hydrogeological/Well Rehabilitation Consultant Services; and 2) amend the FY 2020/21 Water Enterprise Fund budget in the amount of $150,000.

Prepared by: Mark Sprague, Field Services Manager
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved by: Rob Houston, City Manager
Attachment: Contract
AGREEMENT FOR CONSULTANT SERVICES

CON – –

Hydrogeological/ Well Rehabilitation Consultant Services

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Richard C. Slade & Associates LLC (RCS) ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on April 20, 2021 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2024, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. PERFORMANCE

CONSULTANT shall always faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. CITY MANAGEMENT

The Public Works Director or their designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks
to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT’s compensation, subject to Section 6 hereof.

6. **PAYMENT**

   (a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed **One Hundred Fifty Thousand Dollars ($150,000.00)** (“TOTAL CONTRACT SUM”) for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

   (b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY’s written authorization is given to CONSULTANT for the performance of said additional services. The City Manager’s authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager’s authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. **PUBLIC WORK**

   Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a “public work” as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes “public work,” then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

   (a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at [http://www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

   (b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and
overtime hours worked each day and week, and the actual per diem wages paid to each journeymen, apprentice, worker, or other employee employed by him/her/it about the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT’S AND ANY SUBCONSULTANT’S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT’S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply after receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. If CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day’s Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day’s work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or
termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, if the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. DEFAULT OF CONSULTANT

(a) CONSULTANT’s failure to comply with the provisions of this AGREEMENT shall constitute a default. If CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT’s control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. If CONSULTANT fails to cure its default within such period, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion, termination, or suspension of this AGREEMENT all plans, specifications, engineer’s estimates, and other documents prepared in the course of
providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at CONSULTANT’s office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) **Indemnification for Professional Liability.**

   (i) **Indemnification for Professional Liability Generally.** When the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees, and agents (“INDEMNIFIED PARTIES”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

   (ii) **Indemnification for Services of a Design Professional.** If this AGREEMENT is for design professional services, CONSULTANT’s duty to defend, indemnity, and hold CITY harmless for CONSULTANT’s design professional liability shall be as provided in this paragraph. To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless INDEMNIFIED PARTIES from and against any and all losses, liabilities, damages, costs, expenses, and claims, including attorney’s fees and costs, to the extent the same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT’S proportionate percentage of fault. CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT.

(b) **Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) **General Indemnification Provisions.** CONSULTANT agrees to obtain executed
indemnity agreements with provisions identical to those set forth here in this section from each subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. 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 here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY’s active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter “GOODS”), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer’s warranty or retailer’s warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

(1) The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY’s intended use;

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;
(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY’s successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY’s option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT’s expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation
to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT’s employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONSULTANT shall always observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. POLITICAL REFORM ACT

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY about the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee, or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY’s prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the
work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY’s right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards considering the assessment.

21. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT

Richard C. Slade & Associates, LLC
14051 Burbank Bvd # 300
Sherman Oaks, CA 91401
Attention:

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.
[☒] CONSULTANT shall provide CITY fourteen (14) days’ notice prior to the departure of any key personnel from CONSULTANT’s employ. Should key personnel leave CONSULTANT’s employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

[☐] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Click or tap here to enter text. (“PRINCIPAL”) shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days’ notice prior to the departure of PRINCIPAL from CONSULTANT’s employ. Should he or she leave CONSULTANT’s employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENCES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

24. GOVERNING LAW

CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in Orange County Superior Court or Central District of California Federal District Court.

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering this AGREEMENT based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY’s Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY’s Request for Proposals and CONSULTANT’s Proposal; and CITY’s Request for Proposals shall take precedence over
CONSULTANT’s Proposal. No limitation of CONSULTANT’s liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT’s Proposal shall be of any force or effect.

27. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney’s fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT’s duty to provide CITY with a defense at CONSULTANT’s cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder
IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

Michael Vo, Mayor

ATTEST:

Rick Miller, City Clerk

CONSULTANT

Signature

Typed Name

Title

Approved as to Form:

HARPER & BURNS LLP

Attorneys for the City

Corporate seal (or attach Notary acknowledgment)

Approved as to Content:

Hye Jin Lee, Director of Public Works
EXHIBIT “A”
SCOPE OF SERVICES
AND
PAYMENT TERMS
TRANSMITAL LETTER

February 24, 2021

Ms. Amanda McCall
Mgmt. Analyst/Purchasing Officer
City of Fountain Valley
Orange County, California

Job No. 626-OGE02

Re: Proposal for Hydrogeological/Well Rehabilitation Consultant Services
City of Fountain Valley, Orange County, California

Dear Ms. McCall:

Richard C. Slade & Associates LLC, Consulting Groundwater Geologists (RCS), is pleased to submit this proposal for providing hydrogeologic services for Well Rehabilitation Consultant Services for the City of Fountain Valley (City). In addition, this proposal also provides our qualifications for hydrogeologic services for other general on-call hydrogeologic services involving future well siting and well rehabilitation projects for the City. In conjunction with the hydrogeologic aspects of the project, RCS will be teaming with Civiltec Engineering Inc., of Monrovia, California to perform the requisite engineering tasks regarding the above ground equipment and appurtenances associated with City wells. This firm has considerable experience in issues associated with pumps and above-ground infrastructure for water delivery; RCS and Civiltec have worked together over the years on other water well projects. Appendix A of this proposal provides the resumes of the key members for the team.

RCS has considerable experience in performing evaluations of existing wells and in providing field monitoring services during well rehabilitation operations. Indeed, our firm has evaluated, assisted in the preparation of Technical Specifications, and bid documents, and provided field oversight services in 2020 for a well in the City of Anaheim and is currently engaged in such services with the Irvine Ranch Water District involving well rehabilitations on numerous wells since 2013. In that latter project, we assisted in the preparation of a well rehabilitation matrix as a tool to help in the scheduling of on-going well rehabilitation program, helped in the preparation of standard specifications, and provided field oversight activities for the rehabilitation for 19 IRWD water-supply wells.

Based on our review of the Request for Proposal (RFP), we understand that the City has six existing wells that are used for municipal water-supply sources. A couple of these wells (Nos. 10 & 11) are currently not in operation due to sanding or downwell obstructions. Another well (No. 6) has a stuck pump and the other three remaining wells will need to be evaluated for possible well rehabilitation measures.

For this project, the RCS team will consist of Mr. Richard C. Slade, President and Principal Groundwater Geologist, and Mr. Earl LaPensee, Senior Groundwater Geologist who will serve as the project manager. Other staff/field Groundwater Geologists will assist Mr. Slade and Mr. LaPensee regarding office and field duties associated with the project, as shown in the following RCS organization diagram.
As mentioned above, Mr. LaPensee will serve as the project manager and the various staff/field groundwater geologists will assist him in the necessary office and field tasks associated with the project. Civiltec will be a subconsultant to RCS, and Mr. C. Shem Hawes and Mr. Steven Walker of that firm will be the two key members regarding assessing and evaluating the engineering issues associated with the City wells.

RCS understands and acknowledges the terms and conditions of the RFP and we trust that our considerable and recent experience in well rehabilitation activities, as documented herein, meets with your approval. We appreciate this opportunity to present our proposal to you for both current and future on-call services regarding well rehabilitation and other hydrogeologic tasks and look forward to working with you and your staff in the future. Mr. Slade, the undersigned, is the sole signatory that legally binds this proposal to the City.

Respectfully submitted,

RICHARD C. SLADE & ASSOCIATES LLC

Richard C. Slade, President and
Principal Groundwater Geologist
Figure 1 illustrates the locations of the City wells and nearby local wells for which RCS has provided well rehabilitation services for other nearby water purveyors, such as the City of Newport Beach and IRWD. Table 1 lists the construction parameters for each City Well. As briefly noted above, RCS has and continues to assist IRWD in on-going well rehabilitation of as many as 19 wells. The well rehabilitation methods employed to date have resulted in the successful rehabilitation of the wells in recovering former production capacities, largely through increasing the specific capacity of the wells. Problems associated with the wells have run the gamut from extreme biofouling, sand production, removal of downwell obstructions, and holes in the casing, to significant and abrupt loss of production capacity. RCS has completed successful well rehabilitation projects for the IRWD wells which range in depth between 830 to 1,050 ft below ground surface (bgs) with diameters ranging from 16 to 22 inches and having production capacities ranging from approximately 2,000 gallons per minute (gpm) to 3,400 gpm. These wells exhibited issues regarding complete loss of production in one of the wells, due to complete plugging of the perforations, to thick accumulation of biological growths on the well casings and production of sand. Several well rehabilitation methods/procedures were implemented for each well to help increase its pumping rate and specific capacity.

RCS also has extensive experience with the construction of water-supply wells. One tool that RCS uses in the design of wells is the use of oil field and water well electric logs in the correlation of aquifer systems in the area. Indeed, RCS has developed an E-log correlation network to target and predict depths to useable aquifer systems throughout the Orange County Groundwater Basin. Thus, is the siting of new wells, RCS will bring this tool to help the City select potential well site locations and prospective drilling depths for new wells.

The attached Table 2 provides a listing of our recent well rehabilitation and well construction services and their respective references over the past five years and other information requested by the RFP. The table is not comprehensive, as they list only local projects; we have performed these same types of services for other wells for other agencies and we are currently in the design stages for new wells for the City of Orange.

**UNDERSTANDING PROJECT COMPONENTS**

It is understood that the City has performed rehabilitation on some wells and attempted rehabilitation of others. RCS understands the specific rehabilitation issues with each well and herein provides some preliminary measures to help the City restore the wells to an operable condition or help increase the production capacity of the wells. The following provides our preliminary approach to rehabilitate the wells on a case-by-case basis.

**Well No. 6**

Current Issue: As noted in the RFP, the pump in this well is currently lodged downhole and attempts have been made to remove the pump by the City to perform a video camera survey. Nonetheless, the pump can still extract groundwater from the well.

Potential Evaluation Procedure(s): If there are any access ports available, then lowering a small diameter camera downwell may be useful to conduct a video survey to determine what may be “locking” the pump in place. A subsequent operation to remove the pump may consist of trying to simultaneously “jack” and “screw” the pump out of the well.
Figure 1
Location Map

Municipal Water Supply Wells by Owner
- City of Fountain Valley
- City of Newport Beach (E-Log On Hand)
- IRWD (E-Log On Hand)
- IRWD

Legend:
- Green circle: City of Fountain Valley
- Red circle: City of Newport Beach (E-Log On Hand)
- Orange circle: IRWD (E-Log On Hand)
- Blue circle: IRWD

0 1/2 1 Miles

RCS Job No. 626-OGF02
February 2021

Page 46
### TABLE 1
**SUMMARY OF WELL CONSTRUCTION DATA**
**CITY OF FOUNTAIN VALLEY**

<table>
<thead>
<tr>
<th>Driller's Log No.</th>
<th>Date Drilled</th>
<th>Total Drilled Depth</th>
<th>Method of Drilling</th>
<th>Electric Log (Y/N)</th>
<th>Casing Type &amp; Depth (ft)</th>
<th>Casing Diameter (in)</th>
<th>Perforation Intervals (ft)</th>
<th>Slot Size (inches) and Type</th>
<th>Sanitary Seal Depth (ft)</th>
<th>Gravel Pack Type &amp; Depth (ft)</th>
<th>Current Status</th>
<th>Original Pumping Test Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>103002</td>
<td>Apr 1974</td>
<td>1,145</td>
<td>Y 4/22/74</td>
<td>Steel 1,120</td>
<td>18 to 296' 14&quot; from 296' to 1120'</td>
<td>370-390 565-724 560-910 940-1,020 1,060-1,110</td>
<td>0.093 Ful-flo Louvers 100 minus 3/8&quot; 0-1,120</td>
<td>Active Apr 1974</td>
<td>52 97</td>
<td>4,000 4,000/45 = 89</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>00028</td>
<td>Nov 1977</td>
<td>924</td>
<td>Y 11/14/77</td>
<td>Steel 864</td>
<td>312-420 456-564 600-844</td>
<td>0.093 Ful-flo Louvers 200 #5 sand, 200-910</td>
<td>Active Dec 1977</td>
<td>86 99</td>
<td>5,300 5,300/13 = 408</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>e0993154</td>
<td>Mar 2009</td>
<td>1,114</td>
<td>Y 12/30/08 Type 304L SS 1,090</td>
<td>415-700 760-1,070</td>
<td>0.093 Ful-flo Louvers 302 1/4 x 16, 302-1,114</td>
<td>Active Mar 2009</td>
<td>48 81</td>
<td>3,500 3,500/33 = 106</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>270110</td>
<td>Sept 1987</td>
<td>1,100</td>
<td>Y 10/14/87</td>
<td>Steel 980</td>
<td>460-500 540-580 620-740 780-900 940-980</td>
<td>0.060 Ful-flo Louvers 385 Monterey Sand, 6x12, ND</td>
<td>Active Oct 1987</td>
<td>66 74</td>
<td>4,000 4,000/8 = 500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>296711</td>
<td>Oct 1987</td>
<td>1,027</td>
<td>Y 11/10/87</td>
<td>Steel 960</td>
<td>440-640 680-720 800-840 870-950</td>
<td>0.060 Ful-flo Louvers 440 Monterey Sand, 6x12, 470-960</td>
<td>Active Dec 1987</td>
<td>52 ND</td>
<td>4,000 4,000/ND = ND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>5372-74 -75 -76</td>
<td>Dec 1998</td>
<td>1,230</td>
<td>Y 12/5/98 Type 304L SS 1,090</td>
<td>340-360 530-610 650-775 810-890 940-960 1,000-1,070</td>
<td>0.070 Louvers 310 ND, 310-1,230</td>
<td>Active Jan 1999</td>
<td>61 101</td>
<td>4,050 4,050/40 = 101</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** SS = Stainless Steel  
ND = No Data
**TABLE 2**

**LIST OF SELECTED WELL CONSTRUCTION/REHABILITATION PROJECTS 2016 THROUGH PRESENT**

Projects Description: Generally, RCS provided consultation services with regard to evaluation of well conditions, preparation of technical specifications, assistance with bidding, field monitoring of Contractor activities during rehabilitation of the wells and preparation of final Summary of Well Rehabilitation Reports. The projects also included the evaluation and use of various well rehabilitation techniques such as mechanical methods of redevelopment, such as AirBurst®//Sonar Jetting, installation of casing liners and patches, chemical treatment of the well using different chemical methodologies, and pumping redevelopment and testing, as necessary.

<table>
<thead>
<tr>
<th>Client &amp; Well Project Information</th>
<th>Diameter, Depth &amp; Flow Rate (gpm)</th>
<th>Start Date (Year)</th>
<th>Completion Date (Year)</th>
<th>Client Project Manager</th>
<th>Client Contact Info</th>
<th>Approx. Project Costs*</th>
<th>RCS Key Staff on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRWD Well No. 51R</td>
<td>16 &amp; 20 in. to 900 ft, Never pumped</td>
<td>2021</td>
<td>In Progress (Design Stage)</td>
<td>Carl Spangenberg Project Engineer</td>
<td>949.453-5675 <a href="mailto:spangen@irwd.com">spangen@irwd.com</a></td>
<td>$80,000 (Consultant only to date)</td>
<td>Richard Slade Earl LaPensee</td>
</tr>
<tr>
<td>IRWD Well Nos. 1, 5, 11, 13, 14 &amp; 16</td>
<td>16 to 24 in., 827 to 1,050 ft, 1,200 to 4,070 gpm</td>
<td>2020</td>
<td>In Progress (Field Ops)</td>
<td>Andy Tran Associate Civil Engineer</td>
<td>949.644-3315 ATran@newportbeachc a.gov</td>
<td>4,500,000</td>
<td>$530,000</td>
</tr>
</tbody>
</table>
### Table 2 (Continued)

<table>
<thead>
<tr>
<th>Client &amp; Well Project Information</th>
<th>Diameter, Depth &amp; Flow Rate (gpm)</th>
<th>Start Date (Year)</th>
<th>Completion Date (Year)</th>
<th>Client Project Manager</th>
<th>Client Contact Info</th>
<th>Approx. Project Costs*</th>
<th>RCS Key Staff on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anaheim Well No. 43</td>
<td>16 to 20 in. to 1,210 ft at 3,000 gpm</td>
<td>2018</td>
<td>2020</td>
<td>Michael Fileccia</td>
<td>714.765.4427 <a href="mailto:mfileccia@anaheim.net">mfileccia@anaheim.net</a></td>
<td>$715,200</td>
<td>Richard Slade Joe Amar</td>
</tr>
<tr>
<td>Irvine Ranch Water District Well Nos. 2, 17 &amp; 52</td>
<td>14 to 20 in., 980 to 1,445, 2,500 to 5,000 gpm</td>
<td>2017</td>
<td>2019</td>
<td>Arseny Kalinski Project Engineer</td>
<td>949.453-5867 <a href="mailto:kalinski@irwd.com">kalinski@irwd.com</a></td>
<td>$1,063,200</td>
<td>Richard Slade Earl LaPensee</td>
</tr>
</tbody>
</table>

### Recent Well Construction Projects

<table>
<thead>
<tr>
<th>Park Water Company (now Liberty Utilities) Well No. 28D</th>
<th>16 in. to 1,000 ft at 2,470 gpm</th>
<th>2016</th>
<th>2018</th>
<th>Jim Elliot</th>
<th>562.299.5124 <a href="mailto:Jim.Elliott@libertyutilities.com">Jim.Elliott@libertyutilities.com</a></th>
<th>$1,300,000</th>
<th>Richard Slade Joe Amar</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anaheim Well No. 59</td>
<td>18 to 20 in. to 1,290 ft at 3,058 gpm</td>
<td>2014</td>
<td>2016</td>
<td>Dan Setty</td>
<td>714.765.4440 <a href="mailto:DSetty@anaheim.net">DSetty@anaheim.net</a></td>
<td>$1,300,000</td>
<td>Richard Slade Earl LaPensee</td>
</tr>
</tbody>
</table>

*The Cost is for both contractor and consultant, unless otherwise indicated.*
Well No. 8

Current Issue: The RFP does not note any major issues associated with this well, other than water quality issues due to iron-related bacteria (IRB).

Potential Evaluation Procedure(s): Perform pump removal and conduct a video camera survey to evaluate the extent of IRB growth. This does not need to be performed immediately but can be included as part of a complete well rehabilitation program. Thus, an initial evaluation of the well will need to consist of reviewing available data, determining the degree of decline in the production capacity of the well (i.e., pumping rates and specific capacities) over time, and preparing a program of rehabilitation. This program should include a CITM survey to determine the current thickness of the well casing, chemical treatment of the well casing, mechanical and pumping redevelopment, and final testing procedures.

Well No. 9

Current Issues: The desander for this well has developed a hole and pumping of the well produces sand.

Potential Evaluation Procedure(s): It is possible that the well desander can be repaired and this should be explored in an initial assessment. However, replacement of the desander could, nevertheless, be warranted. It is understood that the City would like to modify pumping operations on the well to minimize sand production. Thus, RCS will review the history of sand production in the well along with available data on the amount of sand production, and help the City determine if reduction of pumping would accomplish this objective. Initially, it might be useful to perform a video camera survey under dynamic (pumping) conditions to determine at what depth(s) sand is entering the well casing, through possible holes or through certain perforation zones. Thus, if it is entering at discrete depths, then patching of the well casing may be in order. However, if it appears to be emanating from various depths throughout the well, then a casing liner might be a better option. Thus, it may behoove the City to consider this latter option, with a gravel pack using graded sands to significantly mitigate (or eliminate, of possible) the production of sand. This option can be evaluated in an initial well assessment.

Well No. 10

Current Issues: Casing liner installed in 2018 with glass beads (i.e., SiLibeads®) but this was followed by production of such beads shortly after liner installation. Also, the City wants to evaluate the effectiveness of the desander on the well. It is understood that the City has scheduled a dynamic video camera survey of the well to help determine the cause of bead production, because a previous static video camera survey of the well revealed no visible defects.

Potential Evaluation Procedure(s): It is possible that the installed beads may be entering the screened area of the liner due to their extremely spherical shape allowing the beads to “slip” through the slots, at high pumping rates, even if the beads are slightly larger. It could be a simple matter of reducing the production rate from the well. RCS will review the data on the slot opening of the installed wire-wrapped well screens, especially the slot size openings, and the size of the SiLibeads® used.

Well No. 11

Current Issues: Pump removed with difficulty, pump strainer sections missing, obstructions at 280 ft (due to lost strainer sections and transducer leads), second obstruction at 669 ft bgs, due to obstruction/debris. Motor damaged due to water intrusion (motor has since been rebuilt).
Potential Evaluation Procedure(s): It appears that sediment fill is in the bottom of the casing. Thus, the bottom of the well is filled with sediment or there is a casing collapse at depth. If it is sediment fill, then airlifting could be employed to remove it. Because the well is 960 ft deep (see Table 1), then there is approximately 291 ft (408 ft^3) of sediment fill in the bottom of the casing. Following airlifting, a video camera survey appears to be in order. However, if no sediment fill can be removed, then the presence of a casing collapse at this depth is likely. In this latter case the well may need to be replaced.

**Well No. 12**

Current Issues: The RFO does not cite any current issues with the well. It was last rehabilitated in 2017 (rehabilitation methods not described). Motor replaced in 2019. No operational issues cited.

Potential Evaluation Procedure(s): Even though the well was last rehabilitated in 2017 and it is likely not needed at this time, an assessment of the pumping rates and specific capacities should be conducted and compared to previous historic values, to check for any declining trends over time. If declines in the values are significant (15% to 25% or greater), then additional rehabilitation, especially including chemical treatment, could be in order.

**APPROACH**

**RCS SCOPE OF HYDROGEOLOGIC SERVICES**

RFP specific tasks, such as the removal of the stuck pump in Well No. 6 and the remediation of the production of glass beads at Well No. 10, can be evaluated by RCS. However, in addition to the RFP evaluation tasks, for each well, RCS provides an encompassing project approach for each of the City wells, dependent upon the current condition of each well. This approach, as described below, has been used with success by RCS on many occasions over the years on numerous well rehabilitation projects for various other cities and water agencies.

**Task 1 – Meetings**

RCS and Civiltec will prepare for and attend an initial, project “kick-off” meeting with City Staff regarding discussing the goals and parameters of the project. During this kick-off meeting, the team can conduct a visit to each City well site to gain familiarity with the sites and to further help evaluate site-specific conditions for logistical considerations (such as access, discharge points, presence of utilities, onsite storage capacity for materials, and the presence of nearby residences).

In addition to the project kick-off meeting, the team proposes to schedule meetings during various phases of the project, which may include Technical Memorandum review, design coordination/review, necessary workshops during preliminary design and alternative development.

**Task 2 – Review and Evaluate Well Data & Prepare Memoranda**

This task will consist of reviewing available data for each well as selected by the City for evaluation, and of assessing previous work that may have been conducted by others on the wells. Further, RCS will review our company files for any data and/or information on hydrogeologic conditions in the vicinity of the wells.

The team will review the available data and prepare a Technical Memorandum for each well selected for evaluation by the City. Separate Memoranda will be prepared for each well and
submitted to the City. These Memoranda will include our preliminary recommendations as to what future rehabilitation options could be implemented in the well under consideration and will be used as guidance for our subsequent preparation of the Technical Specifications for well rehabilitations.

**Task 3 – Prepare Technical Specifications for Rehabilitation**

Based on the available well data, and on the results of the site visits for the wells, RCS shall prepare Technical Specifications and line item bid sheets for well rehabilitation operations for the selected wells. Because RCS has prepared Specifications for multiple wells for prior projects, RCS recommends this approach for the current project for the first three wells, to be selected by the City for evaluation and rehabilitation.

Thus, only one set of Technical Specifications will need to be prepared, which can then be bid out and performed under one contract. Our Technical Specifications can be melded with current City project documents. The specifications could include any of the following elements, if deemed necessary:

1. Equipment to be utilized and size of work area needed.
2. The possible need for additional site security fencing.
3. The type of site preparation work needed at each site before the contractor mobilizes his equipment.
4. Sound/noise mitigation/security measures, if needed.
5. Video surveys to be performed during and following rehabilitation of the wells, if and as necessary.
6. The depth and intervals of well casing to be rehabilitated.
7. The possible installation of a liner (to mitigate any downwell sanding problems).
8. Downhole testing, such as performing a CITM survey of each well casing, as necessary. This will provide data on the amount of steel loss from the casing of each well. The oldest wells are anticipated to have the greatest steel loss.
9. Type of mechanical well rehabilitation methods will be evaluated and included in the Technical Specifications, as needed. These methods could include any of the following types of rehabilitation methods:
   - Wire brushing & bailing.
   - Dual swab airlifting and surging.
   - “Air-Jetting”, consisting of either the AirBurst®, Bore Blast®, or ArcWave (Plasma Pulse Wave) technologies.
   - Sonar-Jet® methods (using small scale, downwell explosives).
   - Use of the WellJet® method of rehabilitation (herein referred to as “Water-Jetting”).
10. The type of various chemicals and emplacement methods that might be needed during chemical rehabilitation (if deemed necessary).
11. Discharge locations and treatment options/consideration for the discharge of all fluids generated from each well during all rehabilitation tasks (especially if chemicals are used).
12. Parameters for pumping redevelopment and well testing.

13. Discharge requirements and NPDES permit compliance.

14. Bid items for repair/replacement of the permanent pumps and pump columns, desanders, and other appurtenances by the Contractor.

15. Other work, if deemed necessary in subsequent review of well conditions (e.g., the need for swaged well patches or casing liners, although these are not anticipated to be needed at this time).

A line item estimate for the probable cost of the rehabilitation work can also be prepared for each well. This will be provided to City to permit comparison of bids received. The Technical Specifications will be prepared to account for the rehabilitation of the wells under a single well rehabilitation contract. We assume that City will be sending out the entire well rehabilitation package(s) for competitive bidding.

**Task 4 - Pre-Bid Meeting and Bid Assistance**

The purpose of the pre-bid meeting is to help potential bidders better understand site logistics such as access, available water supply, location of utilities, and fluids disposal options at each well site. Prime consideration will be focused on discharge of fluids from the rehabilitation and subsequent testing of each well.

The team will prepare for and attend a single pre-bid meeting for the wells, as necessary, and provide pre-bid clarifications and/or addenda, if necessary, for well rehabilitation. We will also assist City in the review and analysis of bids received.

**Task 5 – Field Observation/Monitoring of Well Rehabilitation Operations**

It is anticipated that the first three wells to be selected for rehabilitation by the City will be inclusive under one single project. However, it is currently unknown whether the well rehabilitation will be conducted in parallel or consecutively and the degree of involvement that RCS will need to have, as desired by the City. Once a contract or contracts have been awarded to the successful bidder by City, RCS field groundwater geologists can be available to provide field observation of Contractor activities at each of the initial three well sites. This observation/monitoring activities is to provide the City with a record of Contractor activities at each site and to help document that the Contractor performed the work in compliance with the Technical Specifications. Tasks that RCS could perform during the rehabilitation project for the wells could likely consist of the following but may not necessarily include all the listed tasks, because the well at each site may require and need differing methods of rehabilitation:

**Subtask 5.1: Pre-construction Meeting.** Attendance at an initial pre-construction meeting with the Contractor (a single meeting for the wells). This will be to acquaint the Contractor selected by City with the project goals and discuss final scheduling issues and lines of communication.

**Subtask 5.2: Pump Removals (as applicable).** RCS can provide field services during removal of the pump from each well, should the City so elect. During such removals, the condition of the pump components will be recorded and photographed and described in field memoranda. Following this, each well can be sounded for its total current depth by the Contractor.

**Subtask 5.3: Wire Brushing & Bailing.** Wire brushing of each well casing and removal of sediment fill, via bailing. Hydrogen peroxide can be applied during this brushing to remove any
organic/biologic growth in the well. This will especially remove any surficial material that could obscure any surface imperfections.

**Subtask 5.4: Downwell Surveys.** Following wire-brushing and bailing of the casing, a video survey can be performed to determine the condition of the visible portions of the casing in each well. This task can be performed either before or after Subtask 5.3 above and the timing of the video survey can be evaluated on a case-by-case basis. Following a video survey, a Casing Inspection Thickness Measurement (CITM) tool survey of each well can be performed. This survey will help determine the current thickness of the casing in each well and provide information on weaknesses in the well. It should be noted here that the CITM is a heavy tool (weighing ±250 lbs) and will need a crane to lift it. Thus, the use of this tool and the necessary crane can be provided for in the Technical Specifications for this well.

**Subtask 5.5: Mechanical Redevelopment.** Performing “Air-jetting” (e.g., AirBurst and Bore Blast methods), ArcWave (also known as Plasma Pulse Wave) “Sonar-Jetting, or “Water-Jetting” methods, as needed. An RCS field groundwater geologist can be present onsite when the selected method is being performed.

**Subtask 5.6: Chemical Treatment (Optional).** Performing chemical treatment of each well, if and as needed. The volumes and types of chemicals used in the process and during use of a dual-swab tool for chemical emplacement can be recorded.

**Subtask 5.7: Swabbing & Airlifting.** Conduct dual swab airlifting and swabbing to removal the chemicals and help redevelop the wells, if necessary.

**Subtask 5.8: Interim Video Surveys.** An interim video survey will be performed to determine if mechanical redevelopment of each well has been successful in cleaning the well casing. Following an interim video survey in each well, it is anticipated that the Contractor will be performing installation of the test pump in each well.

**Subtask 5.9: Pumping Redevelopment.** The daily-generated pumping redevelopment sheets can be obtained from the pumper, via email, during this redevelopment process.

**Subtask 5.10: Pumping Tests.** Pumping tests will follow pumping redevelopment. Title 22 water samples will be collected by the onsite field groundwater geologist who will then deliver the samples to the City laboratory. Each well can be equipped, by RCS, with a downwell pressure transducer to record changes in water levels during testing. Further, specific field water quality parameters, including temperature, electrical conductivity, pH, turbidity can be collected by RCS. It is assumed that the Contractor will utilize the City’s NPDES permit and the City will obtain the necessary Orange County Flood Control District (OCFCD) encroachment permits for discharges performed to local storm drains and channels at/near each site. Near the end of pumping, a final spinner survey will be performed in each well to help determine if changes in flow regime have occurred downwell. (See Subtask 5.11, below.)

**Subtask 5.11: Spinner Surveys & Depth-Specific Sampling.** A dynamic spinner survey and depth-discrete sampling can be performed in each well, should the City wish to conduct such surveys. It is anticipated that the pumper will remove the test pump shortly after completion of this testing and then chlorinate each well.

**Subtask 5.12: Final Spinner & Video Surveys.** Following test pump removal, a final video and static spinner survey of each rehabilitated well will be performed to help document the final post-rehabilitation condition of each well.
Task 6 – Prepare Summary of Well Rehabilitation Operation Reports

Prepare a separate Summary of Well Rehabilitation Operations report for each well to help document the rehabilitation operations. Each report will discuss rehabilitation operations and summarize our observations regarding rehabilitation work. Final recommendations regarding new production rates will also be provided in the report. This report will consist of the following:

- A chronologic history of well rehabilitation operations.
- A description of each method used and the results of those methods.
- Daily field reports by the onsite field groundwater geologist.
- An evaluation/analysis of the final pumping tests in each well and an assessment of new pumping capacities and specific capacities.
- Recommendations for the pump depth setting and pumping rate for the permanent pump in each well.
- Discussion of the water quality conditions based on the final Title 22 sampling results.
- Photographs to help document rehabilitation methods.
- Supporting documentation on well rehabilitation operations, including but not limited to types and volumes of chemicals, if used, the Contractor’s daily records, pumping redevelopment and testing sheets, and laboratory results of collected water, bacteriological and scale samples.
- The reports will also have attendant tables, figures, and drawings to help document work conducted on the wells.

A Draft report can be submitted to the City Staff for their review and comment. Following that review, City comments will be incorporated, and the Final report will be submitted to the City as an Adobe PDF file.

Task 7 – Miscellaneous On-Call Hydrogeologic Services

RCS will provide City with hydrogeologic services at the request of City Staff, on an as-needed basis. These services will be used if additional and/or anticipated services are needed on the project. For example, currently it is not anticipated that any of the wells will need either a liner or swaged well patches. However, should it be revealed in a subsequent video camera survey that such work may need to be required, then our field monitoring services can be included under this task.

Also, RCS can assist the City in the creation of a Well Rehabilitation Priority Matrix. This matrix can be used as a tool by the City, if desired, to determine scheduling for future well rehabilitations, based on, for example, declines in production rates, specific capacities, water quality changes, and age of the well.

In addition, RCS uses analytical element modeling (AEM) programs to evaluate the impact of pumping of a well (or wells) on other proximal active wells. Additional modeling scenarios may consist of conducting capture zone analyses for a pumping well or wells.

Further, also under this task will be hydrogeologic services associated with the siting, preliminary design, preparation of Technical Specifications and field monitoring/observation of proposed new wells, should the City desire such services. This will also include services for other hydrogeologic projects that the City may wish RCS to undertake over time.

Currently, it is difficult to proposed costs for the on-call services, due to many unknowns. However, RCS has assigned a negotiable cost to this task and can provide the City with a
Proposal for each specific project, upon request by City Staff. Our work during this task will be on a time & expense (T&E) basis.

CIVILTEC SCOPE OF ENGINEERING SERVICES

Civiltec can provide the requisite engineering services outside RCS capabilities and experience. As such, Civiltec will provide specific engineering support to RCS specifically for Well Nos. 8 and those tasks to be performed by RCS. However, Civiltec can also provide a range of other services that may be useful to the City and selected by the City as needed. These tasks are detailed below.

Task 1 – Planning and Testing Services

1.1 - Subtask 1 Utility and As-Built Drawings Review. Civiltec will request, obtain, and review record drawings of all affected areas within the project limits. We will perform a record and data search consisting of survey information obtained as part of the research efforts. A composite utility base map will be prepared utilizing information received from the agencies and records research, as well as incorporating a topographic survey map.

Task 2 - Reconnaissance and Site-Specific Services

Subtask 2.1 - Base Map Preparation. Civiltec can provide topographic surveys (or drone a. aerial survey) of the sites including the potential construction area to locate all existing improvements and establish horizontal and vertical control for construction. Topographic mapping will be at a scale of 1-inch equals 20 or 40 feet with 1-foot contours. A hard copy of the site survey map will be submitted in electronic AutoCAD and PDF files for your use. We are currently bringing drone aerial surveying in house in California to better serve our clients. We have been providing this service in Arizona for a couple of years. Our drone pilots are registered land surveyors and have their UAS commercial level Pilot Certification. Civiltec will coordinate with the City to perform a boundary survey for as-needed legal description easement and/or encroachment permits. Up-to-date Preliminary Title Report and supporting documentation will be acquired before the commencement of the boundary survey.

Subtask 2.2 - Preliminary Design Report (PDR). Civiltec can prepare a Water Quality Analysis and Review of Basin Study Report. For this report, Civiltec will review the available water quality data relative to drinking water standards formulated by the U.S. Environmental Protection Agency (EPA) and the Division of Drinking Water (DDW). Civiltec will acquire available groundwater quality data from the City and other adjacent water purveyors that extract water from the basin. All water quality data acquired will be compared with California’s maximum contaminant levels (MCLs) under Title 22 of the California Code of Regulations. A complete general/physical analysis of the regulated and unregulated contaminants generally present in groundwater will be performed. Civiltec will also evaluate the upcoming regulation and incorporate the impact on the analysis.

General PDR Discussion Items

| Pipeline Sizing and Alignment Alternatives | Pipeline Material Selection |
| Site Layout Design | Building Layout |
| Reservoir Retrofit Options | Drainage Facility for the Site |
| Electrical and SCADA Requirements | Radio Survey |
| Permit Requirements | Engineer’s Opinion of Probable Const. Cost |
| Schedule | |

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In addition, Civiltec can prepare an overall site plan and layout of the piping systems, well site, treatment plant, booster stations, storage facilities, electrical systems, control systems, and overall space requirements identified in the PDR. All the layouts will be prepared in AutoCAD and included with the PDR. This task is essential to confirming the space required for the proposed facility.

Further, Civiltec can evaluate the electrical and SCADA requirements for City-selected wells. The following services will be provided by Civiltec’s in-house electrical/controls staff. The following are typically included in the electrical and control section of the PDR.

### Electrical and Controls Section of the PDR

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide and document coordination with electrical utility company.</td>
<td>Prepare an assessment of security needs from discussion of historic security issues at the site and any vulnerability assessment requirements.</td>
</tr>
<tr>
<td>Upgrade existing electrical service entrance, distribution switchgear and utility transformer based on well pump motor horsepower and other electrical loads.</td>
<td>Provide requirements for the motor starters to include interfacing with on-site remote terminal unit (RTU).</td>
</tr>
<tr>
<td>Provide new instrumentation and controls based on the City’s requirements, including interfacing with the on-site RTU.</td>
<td>Determine electrical, instrumentation and control requirements for the disinfection system as well as interfacing with on-site RTU.</td>
</tr>
<tr>
<td>Determine electrical, instrumentation and control requirements for the disinfection system as well as interfacing with on-site RTU.</td>
<td>Determine electrical, instrumentation and control requirements for the treatment system, if needed, as well as interfacing with on-site RTU.</td>
</tr>
<tr>
<td>Ensure that the facility complies with local noise ordinance and the City requirements.</td>
<td>Design a transfer switch for connection to a roll-up generator.</td>
</tr>
<tr>
<td>Provide a baseline approach and requirements for the SCADA design and systems integrator to finalize the design.</td>
<td>Provide an engineer’s opinion of probable construction cost.</td>
</tr>
</tbody>
</table>

**Subtask 2.3 - City Permitting.** The Building and Safety Department and Fire Department will be involved in the design of a new chloramination building(s) and pump building. Civiltec can coordinate required documents, as needed.

**Task 3 - Final Construction Drawings and Bidding Documents**

**Subtask 3.1 - Preparation of Bid Documents.** Following PDR approval from the City, Civiltec will prepare necessary contract documents (construction plans, typical details, specifications, and cost estimates) for the project, based on the design criteria, recommendation and preliminary plans included in the PDR, input from the City and conformance with the City’s standards and specifications for equipment preferences. The City’s boiler plate documents will be used for contract documents (contract, general conditions, special project conditions, bid forms, etc.). All drawings will be produced in AutoCAD. The preparation of the contract documents will be completed in 60%, 90% and 100% submittal documents. The standard plans and prior to each submittal to the City, the submittal package will be reviewed through our QA/QC process.
## Design Package

<table>
<thead>
<tr>
<th>Mechanical</th>
<th>Civil and Pipeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design drawings include process piping plans, sections and details of equipment, pump to waste, vaults, valves, and details of the treatment system. A schedule of valve, instruments and process equipment will be included.</td>
<td>Design drawings including a demolition plan, grading, and paving plan, yard piping plan, and standard civil details.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
<th>Instrumentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design drawings and details include electrical system and abbreviations, fixture schedule, single line diagram, equipment elevations, schematic diagram, detail of motor operated valves, lighting plan, conduit and wiring schedule, and grounding plan. Design drawings and detail for the new service center and programmable logic control (PLC). Details of the integration include, but are not limited to, the connection of all new equipment and at the disinfection facility including HVAC to the new service center and weather protected enclosure and incorporation of flowmeter, pressure transducers, turbidity meter, and flow totalizer.</td>
<td>Symbols, nomenclature, and process instrumentation loop diagrams and the process control narrative and location and design of radio equipment support system. The process control narratives will be submitted to the City and the SCADA consultant for review and comments.</td>
</tr>
</tbody>
</table>

### Subtask 3.3 – Bidding Assistance
In conjunction with RCS efforts, Civiltec can prepare a detailed engineer’s opinion of probable construction cost for the project, can provide costs for items identified in the bid schedule of the contract specifications, prepare for, and attend a pre-bid meeting, and aid the City in the bidding and award of the contract. These tasks will include answering contractor’s questions, issuing addenda, attendance at a mandatory pre-bid meeting, reviewing the bids and assisting the City in recommending award of contract.

### Task 4 – Construction Services
Civiltec can provide the following engineering services during construction. The tasks encompassed by these engineering services may consist of the following tasks:

- **Pre-Construction Meeting.** Civiltec can attend the pre-construction meeting with the selected contractor, the City construction manager, and field observer.

- **Submittal Review.** Civiltec will review submittals and shop drawings for the project and organize them in a tracking log. Our review turnarounds are typically less than a week.

- **Request for Information (RFI).** Civiltec will prepare detailed plans and specifications to cover all construction obstacles and anticipate very minimal number of RFIs issued by the contractor. We will provide detailed responses to all RFIs.

- **Engineering Support.** Civiltec can evaluate the contractor’s change order and progress payment requests, make recommendations to the City for approval, and assist the City in the negotiations with the contractor for change order requests.

- **Observation and Survey Support.** Civiltec will provide observers and surveyors as needed for project field oversight.
• **Built Drawings.** Civiltec will prepare record drawings along with the digital electronic file in the latest AutoCAD version once the redlined drawings from the contractor and the City’s field observer are received.

**PROJECT SCHEDULE**

RCS has much experience in the schedule of well rehabilitations. However, it has also been our experience that with well rehabilitations, issues surface that may change the course of work and possibly result in change orders that will be generated by the well rehabilitation contractor. Nevertheless, scheduling and completion of the work can be made more efficient, if well rehabilitation is performed for multiple wells, under one contract, instead of creating separate contracts for each well. With this concept there are two options: shutting down three wells at a time and conducting rehabilitations in parallel; or performing rehabilitation consecutively, moving from one well to the next as rehabilitation progresses under a single contract. Thus, ultimately the schedule depends on the City’s logistics in keeping the wells operational, as needed, and shutting down those that need rehabilitation. In addition, this schedule considers only the actual rehabilitation work on the wells and does not include the installation of new pumps or reinstallation of re-built pumps because of the current long, unknown, lead times associated with obtaining and/or rebuilding the pumps. Further, these schedules are highly dependent upon the actual work that will be performed on each well, as well as the Contractor’s availability and scheduling, and will likely change accordingly.

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration (weeks from Kick-off meeting)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Evaluations (for the six City wells)</td>
<td>8 to 12</td>
</tr>
<tr>
<td>Preparation of Technical Specifications (if performed)</td>
<td>10 to 18</td>
</tr>
<tr>
<td>Well Rehabilitation (under one contract for multiple wells)</td>
<td>30 to 52</td>
</tr>
<tr>
<td>Summary of Well Rehabilitation Operations Reports</td>
<td>52 to 60</td>
</tr>
</tbody>
</table>

**QUALITY CONTROL/QUALITY ASSURANCE**

RCS is generally known for the quality of its work and deliverables. This is accomplished through an internal company process whereby any field work performed and reports generated by Senior and/or Staff professionals are submitted to review by several members of the team. Further, the firm also employs regular meetings to discuss work performed, consideration of new approaches for the project, if applicable, and reports generated.

Draft documents are initiated during the work and updated as work progresses on the project to help keep the deliverable on time and on budget. When completed, the draft documents are sent through the interval review process. Following if, the draft documents are then provided to the client for their review to provide any additional data and/or information regarding City operations that RCS may not have knowledge of or be aware of. Once comments are received by RCS from the City, the Draft documents are again submitted to City Staff for a final review and completeness check. When a final set of comments are received from the City, the documents are finalized.
APPENDIX
RESUMES OF KEY PERSONNEL
HIGHLIGHTS

Professional Experience

Major fields of hydrogeologic emphasis for Mr. Slade include groundwater resource development (basin-wide studies, and water well design and construction), and aquifer analysis. Principal projects have involved, evaluations of entire groundwater basins, aquifer test analyses, assessment of water quality problems and groundwater degradation, design of water wells for municipal supply, well rehabilitation assessments, monitoring of all phases of water well construction, locating and designing groundwater monitoring networks, and providing expert witness testimony for groundwater litigation. Considerable work has also been performed for numerous vineyards and wineries in both the Central Coast and Northern California regions; types of work have included feasibility studies for determining final locations for new wells, designing new wells, monitoring of the construction of new wells, working with drilling contractors, evaluating down-hole problems (such as sanding) in existing wells, and developing protocol for water well rehabilitation.

Hydrogeologic studies have also involved evaluation of hazardous wastes such as acid mine drainage, leachate from sanitary landfills, and groundwater degradation resulting from leaking underground storage tanks containing various chemicals and organic compounds. Numerous groundwater studies and monitoring projects have involved volatile organics (TCE, PCE, etc.) and subsurface gasoline spills. Hydrogeologic assessments and definition of appropriate mitigation measures for environmental impact analyses have been provided also. Important to Mr. Slade's broad background is the experience gained while being a participant with other geologists on international geologic study tours to Europe, Iceland and Scandinavia, the former Soviet Union, South America, the People's Republic of China, Africa, New Zealand and Australia. Local groundwater and surface water features, large faults and landslides, mines, and oilfields were visited in these countries.

In December 2008, based on the recommendation of the Administrative Committee (the water managers for the cities of Burbank, Glendale, Los Angeles and San Fernando, and the Crescenta Valley Water District), the Superior Court of Los Angeles County selected Mr. Slade as the new Watermaster for the entire Upper Los Angeles River Area (ULARA). Mr. Slade represents only the third Watermaster of ULARA since the date of the original adjudication of the region in January 1979.

Experience History

RICHARD C. SLADE & ASSOCIATES LLC, CONSULTING GROUNDWATER GEOLOGISTS. Independent consulting practice established in 1983 to provide technical, professional, and direct personal services to the groundwater industry. Hydrogeologic projects have included groundwater resource development; locating and designing water wells; assessing potential degradation resulting from hazardous waste sites and sanitary landfills; conducting water level and water quality monitoring from monitoring networks; defining aquifer characteristics from long-term aquifer tests in active wells; observation and monitoring of water well construction; providing expert witness testimony for a variety of groundwater cases; and providing hydrogeologic elements and mitigation measures for environmental assessments.

GEOTECHNICAL CONSULTANTS, INC., 1970-1983. Joined the firm in 1970 as an engineering geologist and hydrogeologist. Advanced to Associate in 1975. Participated in and supervised geotechnical and hydrogeologic projects of various complexities, from the feasibility level through final design. His investigation and reports have analyzed faults and seismicity, earth materials, and groundwater problems for such facilities as dams, reservoirs, treatment plants, tunnels, industrial and residential buildings, sanitary landfills and groundwater basins. Major experience has involved field mapping, logging of bore holes, monitoring of groundwater observation holes, data analyses, and report writing.
Mr. LaPensee has been a Groundwater Geologist/Hydrogeologist with the firm since 1989. Major projects while with the firm have included the hydrogeologic assessment and analysis of groundwater basins in southern and northern California and the exploration for and development of groundwater in those basins. Mr. LaPensee’s current focus has been on projects involving the development of groundwater in southern California groundwater basins encompassing the siting, design and technical oversight of construction and rehabilitation for municipal- and irrigation-supply water wells. In addition, Mr. LaPensee has also provided technical oversight in the siting, design and testing of aquifer storage and recovery (ASR) wells and groundwater monitoring wells for hazardous waste sites.

In order to perform an analysis of groundwater basins and hazardous waste sites, Mr. LaPensee uses several data elements in the evaluation process such as:

- Geology and hydrogeology.
- Water-level and water-quality data.
- Driller’s logs of wells.
- Surface geophysical surveys (when deemed appropriate).
- Downhole geophysical surveys (electric logs) and electric log correlation of aquifer systems.
- Downhole flowmeter (spinner) surveys.

These elements are synthesized in groundwater projects to aid in the selection of suitable well sites and test drilling methods; determine depths of well drilling; outline types of testing to be performed in test hole drilling; select suitable types of well casing and other well construction materials; outline appropriate mechanical, chemical, and pumping development methods; define aquifer testing protocol; formulate groundwater sampling methods using accepted protocol for such contaminants as hydrocarbons, metals, and volatile organic compounds (VOCs), and; estimate key aquifer parameters and production capabilities based on the resulting drilling and testing data.
C. SHEM HAWES, PE
Principal, Senior Engineer

PROFESSIONAL REGISTRATION
Professional Civil Engineer
California No. 69578

EDUCATION
B.S. Civil and Environmental Engineering, University of Utah, 2002

PROFESSIONAL AFFILIATIONS
Orange County Water Association
Southern California Water Utilities Association

SUMMARY
Mr. Hawes has 18+ years (13+ with Civiltec) of water and wastewater experience. During his tenure at Civiltec, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of project manager and/or senior engineer.

Water engineering experience includes the planning, design and construction management of water facilities including pipelines, booster pump stations, reservoirs and water treatment facilities. He has prepared design reports, urban water management plans, master plans, drought contingency plans, directed modeling efforts for distribution facilities, developed operations and maintenance manuals, prepared permits through the Department of Public Health and created process and instrumentation diagrams.

SELECT PROJECT EXPERIENCE

Valley Center and Santa Clarita Wells, Santa Clarita Water Division of Castaic Lake Water Agency
Project Manager. Completed designed and construction managed two new 1,500 gallons per minute wells. This project included well design, evaluation of pumping equipment, water system computer modeling, 12-inch discharge piping and appurtenances, 480-volt motor controls and telemetry, site security features, and site improvements. Coordination was requirement for new services with the Southern California Edison.

Well No. 20, Yorba Linda Water District
Project Manager/Designer. This project involved design and equipping of a 3,000 gallons per minute production well. Design work included a 400-horsepower pump and ancillary equipment including automatic pump to waste features, a pump control valve, and a new on-site sodium hypochlorite disinfection, chemical storage and metering disinfection facility. Improvements were also provided for the existing Well No. 11’s electrical system and programmable logic control upgrades.

Production Well No. 2, Three Valleys Municipal Water District
Project Manager. Responsible for mechanically and electrically equipping the 1,000 gallons per minute capacity well, including a 250-horsepower motor. The improvements allow Well No. 1 to direct flow with Well No. 2 to three different points of discharge automatically. Well design also included wellhead equipping, site improvements, a pump to waste system, discharge piping, automatic valve control features to direct flow to clear wells or to the Miramar Surface Water Treatment Plant, and disinfection facilities inclusive of ammonia and sodium hypochlorite injection.

Crownhaven Well Replacement and PFAS Treatment, California American Water
Project Manager. Building on existing analysis (prepared by another consultant) this project is designing the PFAS ion exchange removal system and a well pump to provide 1,800 gpm flow capacity. Additional tasks include obtaining permits, design of a discharge to waste pipeline, upgrade to the mechanical, electrical and chemical feed system, and abandonment of the existing well. Project will also include construction administration services.
STEVEN M. WALKER, PE
SENIOR PROJECT ENGINEER

PROFESSIONAL REGISTRATION
Professional Civil Engineer
California No. 86693
Professional Civil Engineer
Florida No. 64693

EDUCATION
B.S., Environmental Engineering,
University of Florida, 1999

PROFESSIONAL AFFILIATIONS
American Water Works Association
Southeast Desalting Association

SUMMARY
Mr. Walker has 20+ years (recently joined Civiltec) of experience in all aspects of planning, design and construction oversight of municipal water and wastewater systems. His experience includes treatment, conveyance, pumping and storage systems. His planning experience includes computerized hydraulic modeling and construction cost estimates of present and future system needs. He also brings a broad understanding of pump selection requirements in both constant speed and variable frequency drive applications. His background in construction oversight and startup and testing of pumping systems brings the added value of being able to aid in troubleshooting anomalous operational difficulties.

SELECT PROJECT EXPERIENCE
Miragrand Well Equipping, Three Valleys Municipal Water
Project Engineer. Project includes planning, design and construction management for a new 700 gallon per minute well. This includes above-grade discharge piping, 200 horsepower electric motor, capability to disinfect the well production at the well head, a new switchboard and motor control center system, a new fieldstone rock façade well enclosure building, telemetry and programmable logic control (PLC) equipment, a new flush to waste system, access to the wellhead, site drainage and grading, new SCE service, and aesthetically pleasing site improvements such as rural fencing, decomposed granite pathways and rock drainage swales.

Crownhaven Well Replacement and PFAS Treatment, California American Water
Project Engineer. Building on existing analysis (prepared by another consultant) this project is designing the PFAS ion exchange removal system and a well pump to provide 1,800 gpm flow capacity. Additional tasks include obtaining permits, design of a discharge to waste pipeline, upgrade to the mechanical, electrical and chemical feed system, and abandonment of the existing well. Project will also include construction administration services.

Well No. 8 PFAS Ion Exchange Treatment Plant, California Domestic Water Company
Project Engineer. Under a design-build contract, this project performed a complete utility and data research of the site and hydraulic assessment. Design plans are being developed for three ion exchange (IX) vessel pairs in lead-lag configuration to allow for treatment of PFAS. It utilizes beaded resin media with high selectivity for PFAS and it requires no regenerate chemicals or brine solutions. Design also included the IX vessels anchor bolt plan and structural pad plan.

Well No. 7, City of Inglewood
Project Engineer Project included design and construction services for the drilling of a new well to provide high quality groundwater to the Inglewood potable water system. Coordinated with a local drilling subcontractor for drilling operations and testing to confirm the desired 800 gpm production capacity was feasible. Performed the pump sizing and selection using the testing data for depth and flow capacity. Onsite treatment for the raw well water included disinfection with sodium hypochlorite and fluoride injection, and residual monitoring systems. Project also included coordination of design integration via telemetry to the existing SCADA system, new building structure to house the well equipment and treatment systems, new start up waste to drain structure, new 36-inch RCP drainage piping to tie into an existing storm drain trunk line, standby emergency power system and construction inspection and startup services. (Individual Experience)
FEE PROPOSAL
FOR HYDROGEOLOGICAL/WELL REHABILITATION CONSULTANT SERVICES
CITY OF FOUNTAIN VALLEY, ORANGE COUNTY, CALIFORNIA

This Fee Proposal provides an estimate of consulting costs prepared by Richard C. Slade & Associates LLC, Consulting Groundwater Geologists (RCS), for on-call field and office services regarding the evaluation and rehabilitation project for City of Fountain Valley (City) wells, in Orange County, California, and other on-call hydrogeologic services. For these other on-call hydrogeologic services, an initial, preliminary budget is proposed herein. However, due to the unknown nature and duration of such future services, RCS will provide the City with cost proposals at the specific request of the City for each future project to be performed under other on-call hydrogeologic services. The estimated budget provided herein is submitted in response to a Request for Proposal (RFP) distributed through Planet Bids by the City in January 2021.

RCS will Team with one subconsultant, Civiltec Engineering Inc. (Civiltec) of Monrovia, California, (herein RCS and Civiltec is referred to as the “Team”) to provide the necessary engineering support on the project. However, because they are a subconsultant to RCS, a markup rate of only 5% on their future costs on this project will be assessed.

COST ESTIMATE FOR TEAM SERVICES

For the proposed project, RCS can only provide preliminary cost estimates for the first task and not for the remaining tasks, due to the large number of unknowns associated with any unforeseen situations or circumstances. Consequently, the cost estimate breakdown of each task is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost/Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Kick-Off Meeting (City Staff with the Team)</td>
<td>$5,900</td>
</tr>
<tr>
<td>Task 2</td>
<td>Review and Evaluate Well Data &amp; Prepare Memoranda</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 3</td>
<td>Prepare Technical Specifications</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 4</td>
<td>Pre-Bid Meeting and Bid Assistance</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 5</td>
<td>Field Monitoring of Well Rehabilitation Operations</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 6</td>
<td>Prepare Summary Reports</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 7</td>
<td>Miscellaneous On-Call Hydrogeologic Services</td>
<td>TBD</td>
</tr>
</tbody>
</table>

As noted above, there are various unknowns and there could be unanticipated tasks that cannot be ascertained at this time. Thus, costs for Tasks 3 through 7 cannot be reliably evaluated and proposed to the City at this time, and will need to be determined (TBD) and negotiated with the City at a later date. RCS has considerable experience in providing the various groundwater services requested for the City’s on-call services.

The Team’s services will be billed monthly on a time-and materials basis, in accordance with the attached Schedule of Charges for each Team. Anticipated work to be performed by RCS for field monitoring of well rehabilitation is virtually entirely dependent on third-party contractor
operations for rehabilitation of each well. Also, the Team’s on-call hydrogeologic/engineering services shall also be billed at the same rates as shown in each of the firm’s attached Schedule of Charges and will be billed on a time & expense basis.
Proposal for Hydrogeologic Services
Hydrogeological/Well Rehabilitation Consultant Services
City of Fountain Valley, Orange County, California
Confidential & Proprietary

RCS SCHEDULE OF CHARGES
EFFECTIVE UNTIL DECEMBER 31, 2021

Professional Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Groundwater Geologist</td>
<td>$296.00</td>
</tr>
<tr>
<td>Senior Groundwater Geologist</td>
<td>$248.00</td>
</tr>
<tr>
<td>Staff Groundwater Geologist</td>
<td>$186.00</td>
</tr>
<tr>
<td>Field Groundwater Geologist</td>
<td>$127.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 98.00</td>
</tr>
</tbody>
</table>

Field Equipment Charges

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pressure Transducers</td>
<td>$50.00/wk.</td>
</tr>
<tr>
<td>Electric Tape Water Level Probe</td>
<td>$25.00/day</td>
</tr>
<tr>
<td>Field Water Quality Probe (T, pH, EC)</td>
<td>$50.00/day</td>
</tr>
</tbody>
</table>

Litigation, Depositions and Testimony

Depositions and trial testimony are charged at twice the hourly rate (4-hour minimum/day).

Travel Time and Mileage

Travel time for meetings and/or to job sites will be charged at our standard hourly rates. Mileage is charged at the current IRS rate.

Administrative Fee

In-house costs for phone, e-mail, fax, regular postage, printing, copying, binding, and records retention, unless otherwise provided for in our project proposal Scope of Services, will be charged an Administrative Fee of total project labor charges multiplied by 2.5%.

Outside Services

All services and materials not ordinarily furnished by RCS, including subcontracted services (i.e., water quality laboratory testing), delivery services, reproduction and printing, etc., are billed at cost + 15%. Reproduction costs for large format printing, and/or high volume reproduction and binding of hard copy reports performed in-house by RCS staff, will be billed at rates similar to comparable outside services.

Conditions

RCS reserves the right to update this Schedule of Charges on January 1 of each year (the beginning of our Fiscal Year). Invoices are issued at our option on a monthly basis or when the work is completed. A service charge of 1½% will be payable on any amount not paid within 30 days. Any attorney fees or other costs incurred in collecting delinquent charges shall be paid by the client.

Client will furnish rights-of-way to land as required for field visits and field operations, such as sampling or testing of water wells.
# CIVILTEC RATE SCHEDULE

**EFFECTIVE UNTIL DECEMBER 31, 2021**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal Engineer</td>
<td>$250.00</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$240.00</td>
</tr>
<tr>
<td>Principal Engineer - Expert Witness Testimony</td>
<td>$375.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$230.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$220.00</td>
</tr>
<tr>
<td>Principal Electrical Engineer</td>
<td>$205.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$195.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$185.00</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$150.00</td>
</tr>
<tr>
<td>Designer</td>
<td>$140.00</td>
</tr>
<tr>
<td>Designer/Drafter</td>
<td>$125.00</td>
</tr>
<tr>
<td>Planning Technician</td>
<td>$110.00</td>
</tr>
<tr>
<td>Resident Engineer/Observer</td>
<td>$110.00</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$105.00</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>$80.00</td>
</tr>
<tr>
<td>Administrative Assistant/Clerical</td>
<td>$80.00</td>
</tr>
<tr>
<td>Two Man Survey Party</td>
<td>$240.00</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$180.00</td>
</tr>
<tr>
<td>Staff Land Surveyor</td>
<td>$125.00</td>
</tr>
<tr>
<td>Subcontracted Services</td>
<td>Cost plus 15%</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.545/mile</td>
</tr>
</tbody>
</table>

**NOTE:** All rates are effective until December 31, 2021. Any increases in rates after that date will be limited to 5% maximum.
EXHIBIT “B”
INSURANCE SPECIFICATIONS
EXHIBIT “B”
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT’s indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form, that is satisfactory to CITY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount, not less than $1,000,000.00 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☒ **Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONSULTANT arising out of or about the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000.00 dollars combined single limit for each accident.

☒ **Workers’ compensation insurance.** CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $ 1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ **Umbrella or excess liability insurance.** CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☒ **Professional liability (errors & omissions) insurance**
CONSULTANT shall maintain professional liability insurance that covers the services to be performed about this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim in the aggregate. Any policy inception date continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.

☐ Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on CONSULTANT’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per the claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insured. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ Explosion, collapse, underground insurance. CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with “XCU” or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to
property, which may arise from or in connection with the performance of this AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY’s rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT’s payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by CITY. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications not limiting. 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies. Coverage available to the additional insured shall be primary and non-contributory.

**Agency's right to revise specifications.** CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT’s performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
To: Honorable Mayor and Members of the City Council

Agenda Date: April 20, 2021

SUBJECT: Request to Approve Amendments to the Fiscal Year 2019-20 and Fiscal Year 2020-21 Community Development Block Grant (CDBG) Annual Action Plans, Increase the Fiscal Year (FY) 2020-21 CDBG Budget, and Approve the Small Business Emergency Assistance (SBEA) Grant

EXECUTIVE SUMMARY:

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and it was signed by the President on March 27, 2020, authorizing $2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The law includes a special allocation of the Community Development Block Grant (CDBG-CV) to enable grantees to effectively address the impact of COVID-19 on the low- and moderate-income residents and business owners in their communities.

The City of Fountain Valley has been allocated a total of $616,544 in CDBG-CV funding to be used to fund activities that prevent, prepare for and respond to COVID-19. $211,789 of that amount was received in Round 1 (CDBG-CV-1), and an additional $404,765 in Round 3 (CDBG-CV-3) funding is now available. CDBG regulation require grantees to amend their FY 2019-2020 Action Plan in order to receive all CDBG-CV funding provided by the CARES Act.

This request amends the City’s FY 2019-2020 Action Plan to accept the Round 3 CARES Act CDBG-CV funding in the amount of $404,765, amends the FY 20-21 Action Plan by increasing the budget by $404,765 to fund programs in response to COVID-19 and approves the funding of the Small Business Emergency Assistance (SBEA) Grant in the amount of $350,000.

Staff recommends that the City Council approve the amendments to the FY 19-20 and 20-21 Action Plans which includes the increase in the FY 20-21 CDBG budget and the approval of the proposed SBEA grant, and authorize the City Manager to execute all documents necessary to submit the amendments to the U.S. Housing and Community Development Department (HUD).

DISCUSSION:
The passage of the CARES Act provides CDBG grantees with supplemental funds to allow them to provide funding for programs that address the impact of COVID-19 on their communities. Per HUD regulation, CDBG funding must be used to benefit and assist low- and moderate-income persons in the community.

The City of Fountain Valley has been allocated a total of $616,544 in CDBG-CV funding to be used to fund activities that prevent, prepare for and respond to COVID-19. The City received $211,789 in CDBG-CV-1 distributions and an additional $404,765 in CDBG-CV-3 funding is now available.

The CDBG-CV-1 allocation was used to fund the Small Business Employee Retention Grant in 2020 and to fund the second year of the Senior Social Services Outreach Program in Response to COVID-19 that began operation in October 2020.

CDBG regulations require that grantees amend their FY 2019-20 Action Plan (Attachment #1) in order to access and use funds provided through the CARES Act. The first action of this report is requesting approval to amend the FY 2019-20 Action Plan to accept the $404,765 in CARES Act CDBG-CV-3 funding from HUD to be used in COVID-19 response. Once the funds have been accepted they may be spent in the current, or future fiscal years, to fund activities in response to the coronavirus pandemic.

The second action is to amend the Fiscal Year 2020-21 Action Plan and CDBG budget (Attachment #2) to identify the programs to be funded using the CDBG-CV-3 allocation. Staff is requesting that the FY 2020-21 CDBG budget be increased by $404,765 to fund programs that prevent, prepare for, and respond to the COVID-19.

The third action is to approve $350,000 to fund the proposed CDBG Small Business Emergency Assistance (SBEA) Grant Program and to increase the Public Service Agency (PSA) budget by the remaining $54,765. The PSA funds will be reserved to assist with costs that have been incurred in response to COVID-19. If staff determines the need for additional funding, a specific program will be brought before City Council for approval prior to implementation.

The SBEA has been developed to provide grants to low-income small business owners who need financial assistance in overcoming economic impacts due to the COVID-19 pandemic. Businesses with 25 or less full-time employees may be eligible to receive up to $10,000 in grant funds to cover day-to-day operating expenses such as rent, lease or mortgage payments, payroll, utility expenses or other similar expenses if they have been affected negatively due to COVID-19. Funds may also be used toward the cost of
City Council Request
Approval of the Amendments to FY 19-20 and FY 20-21 Action Plan
Approval of FY 20-21 CDBG Budget Increase and
Approval of the Small Business Emergency Assistance Grant
April 20, 2021
Page 3

obtaining, or reimbursement for, personal protective equipment or devices intended to enhance safety of the business, staff, and customers in response to COVID-19.

Businesses that have not yet received assistance from the City will be given priority; however, past recipients are eligible as long as there is no duplication of benefits received.

The City will partner with the Orange County/Inland Empire Small Business Development Center (SBDC) to market the program and determine eligibility. SBDC will be responsible for program marketing, application processing, and packaging all grant applications for submission to the City. The City will assist with marketing, reviewing applications to confirm eligibility, and processing and disbursing the grants. Attached is a copy of the draft of the CDBG Small Business Emergency Assistance (SBEA) Grant Program Guidelines (Attachment #3) with additional details. If approved, the SBEA is anticipated to have a 14-day application period beginning on April 26, 2021 with a projected disbursement date of June 3, 2021.

On April 7, 2021, the Housing and Community Development Advisory Board (HCDAB) conducted a public meeting to review the FY 19-20 Action Plan amendment, the FY 20-21 Action Plan amendment and budget increase, and the proposed SBEA grant. The HCDAB unanimously voted to forward a recommendation to City Council to approve the proposed amendments and the SBEA grant.

FINANCIAL ANALYSIS:

By approving the proposed amendments and SBEA grant program, the City Council authorizes the acceptance and use of CDBG-CV-3 funds in the amount of $404,765 to provide programs in response to COVID-19.

The CDBG program is wholly funded by the HUD CDBG allocation and does not have an effect on the City’s General Fund.

ATTORNEY REVIEW:

City Attorney review was not required.

PUBLIC NOTIFICATION:

The City provided a 14-day public comment period from April 5 – April 19, 2021, which is in compliance with HUD regulations for programs that address COVID-19. A Public Notice was published in the Orange County Register - Fountain Valley View advertising the availability of the amendment for public comment and the dates of the public meetings. The
amendment is also posted on the City’s website for review and comment and is available via email by request. No public comments have been received.

**ALTERNATIVES:**

**Alternative No. 1:** Approve Amendments to the Fiscal Year 2019-20 and Fiscal Year 2020-21 Community Development Block Grant Annual Action Plans, Increase the Fiscal Year 2020-21 CDBG Budget by $404,765, and Approve the Small Business Emergency Assistance Grant and authorize the City Manager to execute all documents necessary to submit the amendments to HUD.

**Alternative No. 2:** Approve Amendments to the Fiscal Year 2019-20 and Fiscal Year 2020-21 Community Development Block Grant Annual Action Plans, Increase the Fiscal Year 2020-21 CDBG Budget by $404,765, and Approve the Small Business Emergency Assistance Grant, amend any documents as needed, and authorize the City Manager to execute all documents necessary to submit the amendments to HUD.

**Alternative No. 3:** Continue this item for further consideration. It should be noted, that CARES Act CDBG-CV-3 funding may not be accessed until the amendments are approved.

**RECOMMENDATION:**

Staff recommends the City Council approve Alternative #1- Approve Amendments to the Fiscal Year 2019-20 and Fiscal Year 2020-21 Community Development Block Grant Annual Action Plans, Increase the Fiscal Year 2020-21 CDBG Budget, and Approve the Small Business Emergency Assistance Grant and authorize the City Manager to execute all documents necessary to submit the amendments to HUD.

Prepared by: Ashlyn Newman, Housing Coordinator

Approved by: Brian James, Planning and Building Director

Fiscal Review by: Jennifer Lampman, Finance Director/ Treasurer

Approved by: Rob Houston, City Manager
City Council Request
Approval of the Amendments to FY 19-20 and FY 20-21 Action Plan
Approval of FY 20-21 CDBG Budget Increase and
Approval of the Small Business Emergency Assistance Grant
April 20, 2021
Page 5

Attachment 1: FY 2019-20 Action Plan Amendment
Attachment 2: FY 2020-21 Action Plan Amendment
Attachment 3: Small Business Emergency Grant Program Guidelines
City of Fountain Valley

Fiscal Year 2019-2020 Action Plan Amendment
CARES Act- CDBG-CV Allocation

DRAFT FOR PUBLIC COMMENT PERIOD
April 5 – April 19, 2021
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ANNUAL GOALS AND OBJECTIVES – 91.220(c)(3) ............................................. 6
PROJECTS – 91.220(d) .............................................................................................. 7
Executive Summary
April 7, 2021 Amendment

Background
Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it on March 27, 2020 authorizing $2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The law includes a special allocation of the Community Development Block Grant (CDBG-CV) to enable communities to effectively address the impact of COVID-19 on their communities, specifically to assist the low- and moderate-income residents and business owners in the community.

The City of Fountain Valley initially received $211,789 in Community Development Block Grant – CARES Act funding (CDBG-CV-1) in April 2020 and the funds have been used, or are budgeted to be used, to fund the Small Business Employee Retention Grant in July 2020 and the Senior Social Services Outreach Program in Response to COVID-19 that began operation in October 2020.

A second allocation of CARES Act funding in the amount of $404,765 (CDBG-CV-3) is now available to the City to be used to fund programs and activities that prevent, prepare for and respond to the COVID-19 pandemic. These funds are separate and distinct from the City’s regular CDBG funds and may only be used to fund programs and activities in response to COVID-19.

This amendment updates the Fiscal Year 2019-2020 Action Plan to accept the funding from HUD to be used in response to COVID-19. CDBG-CV-3 funding will be utilized to support programs and activities to prevent, prepare for and respond to COVID-19.

Proposed Uses of Community Development Block Grant (CDBG-CV-3)

| COVID-19 Response | $404,765 |
Process
Given the urgency to design and launch programs with the CDBG-CV allocation, the CARES Act authorized grantees with the flexibility of providing 5-day public review periods and the authority to use virtual public hearings to fulfill applicable public hearing requirements. On March 31, 2020, HUD issued a memo authorizing grantees to modify public review and hearing requirements to comply with this flexibility.

The City of Fountain Valley will be providing a 14-day public comment period from April 5 – April 19, 2021. Two public meetings are scheduled to receive public comment. A Notice was published in the Orange County Register- Fountain Valley View advertising the availability of the amendment for public comment and the dates of the public meetings. The amendment is also posted on the City’s website for review and comment.

The amendment will be discussed before the Housing and Community Development Advisory Board on April 7, 2021 and before the City Council on April 20, 2021. Both meetings are held in the Fountain Valley Council Chambers at 6 pm.

The City Council meeting will be broadcast live on Channel 3 as well as through the City’s website. Residents can submit comments via email or mail during the public review period.
Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive $404,765 in CARES Act CDBG-CV Round 3 funding. If HUD authorizes additional resources, the City will further amend this Action Plan.

Anticipated Resources

<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Use of Funds</th>
<th>CARES Act Allocation</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG-CV-3</td>
<td>Public-Federal</td>
<td>• Economic Development</td>
<td>$404,765</td>
<td>CDBG activities to prevent, prepare for, and respond to COVID-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Public Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 2 - Expected Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

City businesses and Public Service Agencies are able to leverage the grant funding provided by the City of Fountain Valley by collaborating with County, State, and Federal agencies to identify other available resources authorized through the CARES Act, the Small Business Administration (SBA), and Federal Emergency Management Agency (FEMA) that can be leveraged to maximize the impact of the CDBG-CV resources.
Annual Goals and Objectives – 91.220(c)(3)

To allocate the CDBG-CV-3 funds the City will amend the funding for the following goals.

Goals Summary Information

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>COVID-19 Response</td>
<td>2020</td>
<td>2021</td>
<td>Homeless, Non-Homeless, Special Needs, Non-Housing Community Development Services for Elderly/ Frail Elderly, Affordable Housing; Non-Housing Community Development</td>
<td>Citywide</td>
<td>COVID-19 Impact</td>
<td>$404,765</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Projects – 91.220(d)

Introduction

This amendment will rename Project #13 from Economic Development – LMI Worker Retention to COVID-19 Response. This will include the past activities that have been funded with CDBG-CV funding and all future activities.

Projects

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>COVID-19 Response</td>
</tr>
</tbody>
</table>

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Project #13 is renamed to include all use of CDBG –CV funding. All activities using these funds will be listed under this project. These projects were determined in consultation with City staff, departments, and stakeholders serving low- and moderate-income residents of Fountain Valley to identify critical needs resulting from COVID-19 within the City.

Project Summary Information

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Target Area</th>
<th>Goals Supported</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Description</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>COVID-19 Response</td>
<td>Citywide</td>
<td>COVID-19 Response</td>
<td>COVID-19 Impact</td>
<td>CDBG: $350,000</td>
<td>Providing programs and activities to residents and businesses to assist with costs incurred to prevent, prepare for and respond to COVID-19.</td>
<td>6/30/2021</td>
</tr>
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</table>
City of Fountain Valley

Fiscal Year 2020-2021 Action Plan
Amendment
CARES Act- CDBG-CV Allocation

DRAFT FOR PUBLIC COMMENT PERIOD
April 5 – April 19, 2021
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<table>
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<td>PROCESS</td>
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</tr>
<tr>
<td>EXPECTED RESOURCES – 91.220(c)(1,2)</td>
<td>5</td>
</tr>
<tr>
<td>ANNUAL GOALS AND OBJECTIVES – 91.220(c)(3)</td>
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<td>PROJECTS – 91.220(d)</td>
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Executive Summary
April 7, 2021 Amendment

Background
Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it on March 27, 2020 authorizing $2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The law includes a special allocation of the Community Development Block Grant (CDBG-CV) to enable communities to effectively address the impact of COVID-19 on their communities, specifically to assist the low-and moderate-income residents and business owners in the community.

The City of Fountain Valley initially received $211,789 in Community Development Block Grant – CARES Act funding (CDBG-CV-1) in April 2020 and the funds have been used, or are budgeted to be used, to fund the Small Business Employee Retention Grant completed in July 2020 and the Senior Social Services Outreach Program in Response to COVID-19 that began operation in October 2020.

A second allocation of CARES Act funding in the amount of $404,765 (CDBG-CV-3) is now available to the City to be used to fund programs and activities that prevent, prepare for and respond to the COVID-19 pandemic. These funds are separate and distinct from the City’s regular CDBG funds and may only be used to fund programs and activities in response to COVID-19.

This amendment modifies the Fiscal Year 2020-2021 Action Plan to add a new project to allocate the CDBG-CV-3 funding to assist the Fountain Valley community in the COVID-19 response.

Proposed Uses of Community Development Block Grant (CDBG-CV-3)

Small Business Grants - COVID-19: $350,000
Public Service Grants - COVID-19: $54,765
Process
Given the urgency to design and launch programs with the CDBG-CV allocation, the CARES Act authorized grantees with the flexibility of providing 5-day public review periods and the authority to use virtual public hearings to fulfill applicable public hearing requirements. On March 31, 2020, HUD issued a memo authorizing grantees to modify public review and hearing requirements to comply with this flexibility.

The City of Fountain Valley will be providing a 14-day public comment period from April 5 – April 19, 2021. Two public meetings are scheduled to receive public comment. A Notice was published in the Orange County Register- Fountain Valley View advertising the availability of the amendment for public comment and the dates of the public meetings. The amendment is also posted on the City’s website for review and comment.

The amendment will be discussed before the Housing and Community Development Advisory Board on April 7, 2021 and before the City Council on April 20, 2021. Both meetings are held in the Fountain Valley Council Chambers at 6 pm.

The City Council meeting will be broadcast live on Channel 3 as well as through the City’s website. Residents can submit comments via email or mail during the public review period.
**Expected Resources – 91.220(c)(1,2)**

**Introduction**

The City will receive $404,765 in CARES Act CDBG-CV Round 3 funding. If HUD authorizes additional resources, the City will further amend this Action Plan.

**Anticipated Resources**

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**Table 2 - Expected Resources**

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

City businesses and Public Service Agencies are able to leverage the grant funding provided by the City of Fountain Valley by collaborating with County, State, and Federal agencies to identify other available resources authorized through the CARES Act, the Small Business Administration (SBA), and Federal Emergency Management Agency (FEMA) that can be leveraged to maximize the impact of the CDBG-CV resources.
Annual Goals and Objectives – 91.220(c)(3)

To allocate the CDBG-CV program, the City of Fountain Valley has established one new goal for the 2020 Annual Action Plan.

Goals Summary Information

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
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<td>TBD</td>
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Table 3 – Annual Goals
Projects – 91.220(d)

Introduction

This amendment will add Project #13 COVID-19 Response. This will include all activities that have been funded with CDBG-CV funding.

Projects

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Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Project #13 will include all activities funded by CDBG-CV funding. All activities using these funds will be listed under this project. These projects were determined in consultation with City staff, departments, and stakeholders serving low- and moderate-income residents of Fountain Valley to identify critical needs resulting from COVID-19 within the City.

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<tr>
<td></td>
<td>Target Date</td>
<td>6/30/2021</td>
</tr>
</tbody>
</table>
Program Guidelines

Fountain Valley
Program Overview

About the Program

The City of Fountain Valley has created the Community Development Block Grant (CDBG) Small Business Emergency Assistance (SBEA) Grant Program, which will provide funding to low-income small business owners needing financial assistance in overcoming economic impacts due to the COVID-19 pandemic. The program is based on the availability of funds, program guidelines and submission of all required information and supporting documentation.

Small businesses with less than 25 full-time employees may be eligible to receive working capital grant of up to $10,000. The grant may be used for working capital to cover the day-to-day business operating expenses such as rent, lease or mortgage payments, payroll, utility expenses or other similar expenses. Funds may also be used toward the cost of obtaining, or reimbursement for, personal protective equipment or devices intended to enhance safety of the business, staff, and customers in response to COVID-19.

Priority will be given to applicants that have not received any of the City of Fountain Valley COVID-19 related business grants. All grant funds must be used to prepare for, prevent, or respond to COVID-19 and documentation will required in order to receive funding.

Funding Availability

Sources of funds for the program are provided by the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act received through the City of Fountain Valley supplemental Community Development Block Grant (CDBG-CV) funding for activities that prevent, prepare for, and respond to Coronavirus. The City of Fountain Valley will allocate $350,000 to this program to provide economic support to small businesses impacted by COVID-19.
As a disbursing agent for these funds, the City’s Planning and Building Department, Housing Division, shall be responsible for providing the administrative services for the SBEA Grant Program. City staff is obligated to fulfill the terms and conditions of the grant as established by the City Council, the program guidelines, and Federal, State, and local rules and regulations. As such, the City’s Program Partner, the Orange County/Inland Empire Small Business Development Center (SBDC), shall be responsible for program marketing, application processing, and packaging all grant applications for submission to the City for review, confirmation of eligibility, and fund processing and disbursement.

Eligibility
To be eligible to apply for the SBEA Grant Program, a business must meet certain criteria that has been established by the CARES Act, CDBG-CV regulations and the City of Fountain Valley. All approved grantees must be the three qualifying requirements as listed below:

1) **Business must have been affected by COVID-19.**

The business applicant must provide documentation that their business has been affected by COVID-19 in one of the following ways:

- Sales from the business is down more than 25% compared with 2019 or 2020 for the same time period (i.e. March and April 2019 (or 2020) vs. March and April 2021); or
- The business has had to lay off at least one of its employees (full or part-time); or
- One or more of the employees in the business have contracted COVID-19, while at work; or
- The business was deemed non-essential and was/is forced to shut down.

And

2) **Business Owner’s gross household income must meet HUD’s low-mod income limits**

Under federal regulations, use of CDBG funds must meet certain national objectives to benefit persons of low- and moderate-income (low-mod). For the purposes of this program, the applicant must meet the following low-mod criteria to be considered for grant funding by providing documentation proving the following income level prior to receiving a business assistance grant:

The business owner’s current gross household income is at or below 80% of the Orange County median income, adjusted for household size as shown in the table below.

<table>
<thead>
<tr>
<th>MAXIMUM Household – GROSS Income Limits as of April 2, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 person</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>$75,300</td>
</tr>
</tbody>
</table>
Gross Income includes: All gross income (before any deductions) for persons 18 years of age and older including but not limited to, wages, bonuses, unemployment, social security, pensions, disability, child support, alimony, asset income from retirement accounts, checking accounts, savings account, CDs, stocks, bonds, etc.

And

3) General Terms and Conditions

The business applicant must meet the following minimum requirements to be considered for grant funding:

- Submit applications during open period between Monday, April 26, 2021 at 5 p.m. and Monday, May 10, 2021 at 5 p.m.;
- Funds must be used to prevent, prepare for, or respond to COVID-19;
- The business must be a for profit business;
- The business must be located in Fountain Valley within a commercial or industrial zone. No home businesses;
- The business must have an active Fountain Valley business license for a minimum of six (6) months;
- The business must have 25 or fewer employees, including the owner;
- The business must submit the application and all required supporting documentation;
- Businesses who have not received funding from the City’s COVID-19 Emergency Small Business Employee Retention Grant, City’s Small Business Emergency Relief Grant in June 2020 or February 2021, and District 1 Grant Program will be given priority; and
- Business has not received duplicate benefits from any other source;
- Maximum grant funding is $10,000.

Eligible Use of Funds—Costs must be incurred due to COVID-19

- Payroll/employee retention or supporting employees whose work duties are substantially dedicated to mitigating or responding to COVID-19;
- Inventory and working capital;
- Purchase of Personal Protective Equipment;
- Purchase of equipment to enhance safety of staff and customers;
- Rent or mortgage payments;
- Addressing temporary COVID-19 related restrictions on business activity;
- Increasing technology capacity to enable alternative work forms;
- Creating new marketing campaigns or business plans;
- Paying vendor invoices for COVID related costs;
- Facility cleaning/restoration; or
- Other Grantor approved uses.
Ineligible Use of Funds

The U.S. Department of Treasury has issued guidance on the use of funds and the following is a nonexclusive list of expenditures that shall NOT constitute Eligible Expenses payable from the awarded amount:

- Damages covered by insurance.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- Reimbursement to donors for donated items or services.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay.
- Legal settlements.

Ineligible Business Types

- Non-Profit or public entities;
- Home based businesses;
- Businesses with more than 25 employees (FTE);
- New/Startup Businesses (with less than six month of operating history as of June 1, 2020);
- Residential or real estate projects including short-term rental operators;
- Adult-entertainment related businesses; or
- Cannabis related businesses

Marketing and Outreach

The City of Fountain Valley and the CSUF SBDC will create marketing and outreach pieces to promote the SBEA Grant Program. The goal will be to alert small businesses throughout the city about the grant program and bring awareness to those small businesses that need this capital to survive. The CSUF SBDC will build all marketing and informational collateral in English and Vietnamese, in order to promote and educate small businesses throughout the City.

Webinars

The City of Fountain Valley and the CSUF SBDC will record a webinar promoting the SBEA Grant Program and post it on the City website. It will outline the program, the application process, and explain the additional documents that are needed to apply.

Applications
The Application
The CSUF SBDC will create a city specific application that can be filled in directly through an online portal, through a fillable PDF. The SBEA Grant Program application will include information about the small business, including but not limited to; the number of employees in the business, location of the business, amount of time in operation, and month-by-month sales showing income loss due to COVID-19. Each applicant will need to sign and verify that the use of funds will be spent on business expenses and any use of funding other than that to support the business is strictly prohibited. Applications will be linked from the City of Fountain Valley website, through a link on the OCIE SBDC website.

Online Portal
The CSUF SBDC will develop and manage the online portal for application submission. The online portal will support submission electronically in English, unless otherwise requested. The online application page can also be supported by other webpages hosted on the CSUF SBDC website, which explain the program, eligibility and requirements contain FAQs and contact information. These pages can be developed in conjunction with the City as requested and appropriate. The online portal is hosted on a server where application data can be accessed with login credentials residing with the SBDC. Any additional documentation required by business owners can also be submitted via the online portal or via an SBDC file transfer service.

Application Period
The grant application will open on Monday, April 26, 2021 at 5 p.m. and close on Monday, May 10, 2021 at 5 p.m.

Application/Documentation Requirements
The following documents must be submitted for consideration of a grant request:

- Complete grant application;
- Business bank account number;
- W-9;
- Profit and Loss Statement and Balance Sheet from 2019 or 2020 for business, and 2020 tax returns, or 2019 if 2020 have not been filed, to show revenue loss;
- Employee list as of April 1, 2021; and
- Current business license dated prior to March 1, 2020.
- Additional documents may be required to determine eligibility

Priority
The business must disclose as of the date of the application whether they have received funding or capital through alternative sources (e.g. Economic Injury Disaster Loan (EIDL) or Payroll Protection Program (PPP) Loan, or any of the City of Fountain Valley’s Small Business grants). If a business received PPP, EIDL funds, or a City of Fountain Valley
grant, it is still eligible to receive these CDBG Grant funds, however, priority will be given to applicants that have not received funding through these programs.

Grant Disbursement
Upon City approval, the applicant will be notified that they have been approved for the grant. The City will prepare a grant agreement and acceptance document for the grantees signature and release the grant. The grantee will receive only the amount of funding that they have provided receipts for. The grantee may submit receipts for the remaining funds, to receive the maximum of $10,000, by June 30, 2021.

Expected Number of Applicants
The City of Fountain Valley is expecting the SBEA Grant Program to have an overwhelming number of applications. If the number of applications exceeds the amount of funding that is available for disbursement, a lottery system will be utilized to award grants to all eligible applicants. The lottery will be conducted in partnership with the CSUF SBDC and be based on a randomized, computer drawing on a selected day, to further engage the community.

Notice of Grant Award or Denial
Each applicant shall be notified in writing whether their application has been selected or denied. All small businesses that have been awarded grants will be published on both the City of Fountain Valley’s website and in marketing material that will be displayed throughout various channels.

Program Complaint and Appeal Process
Complaints concerning the SBEA Grant Program should be made to the City of Fountain Valley Planning and Building Department. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the City Manager.

Equal Opportunity Policy
The Administration Department shall not discriminate upon the basis of sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program application.

Reporting
One of the unique abilities that the Orange County/Inland Empire SBDC Network has is a database collection system called Neoserra that allows each client to be tracked, monitored, and measured throughout their time using SBDC services. The system will track every seminar/workshop they attend, each consulting session that the client completes with a business advisor along with the notes of what happened in the meeting. Vital demographics including type of industry, veteran status, address, type of formation and more are inputted into the system. Neoserra is also used to track the metrics of each client including the following metrics: start of business, change in sales, capital infused into business including both debt and equity, jobs created and jobs retained. The tracking
system will allow the OCIE SBDC Network to produce accurate reports and success stories for the City of Fountain Valley to use moving forward.

**Continued Support from the SBDC**
The CSUF SBDC will continue to consult and train all awarded small business owners and those that were denied funding, during the life of their business. The network has more than 100 business consultants that will work with each applicant one-on-one, all at no cost to the business owner. The SBDC receives funding from the Federal government and the state of California, to be able to deliver services to the business owners throughout the region.

**Contact Information**
For questions or additional information regarding the SBEA Grant Program, please contact the following:

**City of Fountain Valley**
Ashlyn Newman
Planning and Building Department- Housing
Ashlyn.Newman@FountainValley.org
10200 Slater Avenue
Fountain Valley, CA 92708
(714) 593-4428

For assistance in completing the SBEA Grant and to set up a one-on-one consultation (at no cost), please contact the CSUF Small Business Development Center at:

**OC SBDC**
Mike Daniel
Regional Director
Orange County/ Inland Empire SBDC Network
Hosted at California State University, Fullerton, Mihaylo College of Business and Economics
800 N. State College Blvd. SGMH 4157
Fullerton, CA 92831
(657) 278-1803 office
midaniel@fullerton.edu
SUBJECT: APPROVE $2.0 MILLION APPROPRIATION FOR ADDITIONAL PAYMENT TO CALPERS TO REDUCE THE CITY’S UNFUNDED ACTUARIAL LIABILITY

EXECUTIVE SUMMARY:

Pension cost increases are the largest financial challenge facing most cities throughout the state and are primarily due to factors outside the cities’ control including actuarial assumption changes made by CalPERS and below average investment returns. CalPERS annually calculates the value of each member agency’s plan assets and its actuarially determined liability, the amount needed to support agreed upon benefits for past, present and future employees. When the value of the assets are lower than the value of the liability, an unfunded actuarial liability (UAL) is determined to exist. Unfunded liabilities are amortized between twenty to thirty years and their payment is the sole responsibility of the member agency.

The City has taken prudent steps to reduce this unfunded liability including establishing a Section 115 Pension Trust with PARS to mitigate against CalPERS investment losses, and establishing a schedule within the 20-Year Long Term Financial Plan making additional payments to CalPERS to go directly towards reducing our unfunded actuarial liability. Due to the economic uncertainty caused by the COVID-19 pandemic, the City did not include the scheduled $2.0 million additional UAL payment in the Adopted FY2020/21 budget, instead opting for a wait-and-see approach to gauge how our revenues would react as we moved through the pandemic. Fortunately, revenues have remained steady and the City is projecting an operating surplus of approximately $6 million at fiscal year-end.

Staff is recommending allocating $2.0 million of this surplus to be sent to CalPERS for an additional UAL payment in FY 2020/21, getting the City back on the original schedule outlined in the 20-Year Financial Plan and in accordance with the Measure HH Responsible Spending Pledge.
The City provides retirement benefits to its employees by contracting with the California Public Employees’ Retirement System (CalPERS). CalPERS offers a defined benefit plan where retirement benefits are based on a formula, rather than contributions and earnings to a savings plan. Retirement benefit formulas (e.g. 2% at 55 or 3% at 50) are calculated based on an employee’s years of service credit, age at retirement, and final compensation, which is determined by an employee’s average salary, excluding overtime, for a defined period of employment. Retirement formulas for employee groups vary based on classification (Miscellaneous or Safety), and within these groups, by date of entering CalPERS membership (“Classic”, “Tier 2” or “PEPRA”).

Retirement benefits are funded by contributions from both employees and the City (“normal” annual service costs) as well as investment earnings. CalPERS invests contribution payments with the goal of earning sufficient returns over the long-term to pay defined benefits as promised and cover CalPERS expenses. When investment earnings do not meet expectations, as experienced during the Great Recession, the funded status of the entire retirement system is at risk with all member agencies sharing the burden.

CalPERS actuaries perform annual evaluations of each plan to determine the accrued actuarial liability (i.e. defined benefits that will be owed in the future) for each member agency. The accrued actuarial liability is determined by discounting future benefits payable using a rate equal to the expected long-term earnings rate of CalPERS investments. The accrued actuarial liability is inversely related to the discount rate as a lower discount rate will result in a higher accrued actuarial liability.

The funded status of the plan is determined by the difference between the accumulated financial assets of the plan (fiduciary position) and the accrued actuarial liability. If the fiduciary position is less than the accrued actuarial liability, the plan is underfunded, and an Unfunded Actuarial Liability (UAL) exists. Employers have the sole responsibility to pay down the UAL by increasing contributions since the accrued benefits earned by an employee/retiree may not be reduced per California law.

According to the latest analysis from the City’s CalPERS Actuary, the City’s UAL for all employee groups, and across all funds, is $92.1 million as of June 30, 2019 with the majority of the UAL due to Tier One Safety and Misc. plans. The Tier One Safety plan is funded at 72.2% and the Tier One Misc. plan is funded at 68.8%.

**FINANCIAL ANALYSIS:**

Making an additional payment of $2.0 million to CalPERS, funded by Measure HH revenues, will reduce the City’s overall unfunded liability and save $2.7 million in interest over the course of the twenty year (20) UAL amortization period. In addition, applying the $2.0 million to the Safety Tier One plan would increase the funded status of this plan to 76.9% from 72.2% and put the City back on the schedule originally outlined in the twenty year (20) Long Term Financial Plan.
Safety Tier One Plan | Misc. Tier One Plan
---|---
Current UAL | $57,834,577 | $33,590,862
% Funded | 72.2% | 68.8%
Additional UAL Payment | $2,000,000 | $0
Interest Saved over 20 Years | $(2,669,811) | $0

**ALTERNATIVES:**

**Alternative No. 1:** Approve $2.0 million appropriation in the General Fund and authorize the City Manager to submit an additional Unfunded Actuarial Liability (UAL) Payment to CalPERS in FY2020/21.

**Alternative No. 2:** Do Not Approve $2.0 million appropriation in the General Fund for an Additional Unfunded Actuarial Liability (UAL) Payment and Provide Direction to Staff.

**RECOMMENDATION:**

It is recommended that the City Council approve Alternative No. 1 to Approve $2.0 million appropriation in the General Fund and authorize the City Manager to submit an additional Unfunded Actuarial Payment to CalPERS in FY2020/21.

Prepared by: Jennifer Lampman, Director of Finance/Treasurer

Approved by: Rob Houston, City Manager
EXECUTIVE SUMMARY:

The City Council adopted a revised Legislative Monitoring Program Policy on May 6, 2014 which was originally adopted on May 24, 1999. This policy has served to establish a Legislative Committee to provide a general policy framework for the Committee to analyze and take positions on active legislation, and set forth a general communication guide for ensuring the City Council is informed. To proactively enable City staff to respond to fast moving and quickly changing legislation, the policy also incorporated an annual Legislative Platform. Staff is proposing the adoption of the proposed 2021 Legislative Platform to be responsive on legislation that may impact the City. The Legislative Committee met on March 22, 2021 and is recommending the approval of the proposed 2021 Legislative Platform.

DISCUSSION:

The current Legislative Monitoring Program Policy, adopted by the City Council on May 6, 2014, was established to improve the City’s response to active legislation that concerned specific policy areas (see Attachment No. 1). The procedure set forth calls for the annual appointment of two City Council members, by the Mayor, to the Legislative Committee. This Committee on an annual basis will recommend a Legislative Platform covering general policies on fiscal, transportation, environmental, liability or risk management, personnel and community development to the City Council for adoption. The adoption of an annual Legislative Platform is a common practice for a legislative body to proactively set forth the policies they wish to support or oppose. Through the adoption of more defined broad policy statements staff would be able to respond faster to quick moving legislation in the Capitol.

The Committee will also meet as needed during the legislative session to discuss active legislation that is not accounted for in the City’s current Legislative Platform. During the meeting staff presents the Committee with the facts and analysis of the active legislation and receives direction from the Committee as to any positions and/or actions to take. Following that, staff will memorialize the Committee’s direction and if no comments or concerns are heard from other City Council Members, appropriate actions such as issuing letters to our legislators will be taken.
The proposed 2021 Legislative Platform (see Attachment No. 2) has been drafted with consideration to legislative policies of the existing Legislative Monitoring Program, the League of California Cities legislative policies, input from all City departments, and input from the City’s Legislative Committee. Any active legislation with policy matter that falls outside of the strict confines of the Legislative Platform will be reviewed on a case by case basis by the Legislative Committee as discussed earlier.

**FINANCIAL ANALYSIS**

The proposed 2021 Legislative Platform does not contain fiscal impacts. As bills are introduced and the City consider positions, each bill will be analyzed for any fiscal impact it may have. In keeping with the Policy statements of the Legislative Monitoring Program, the City will generally support the protection of our revenues and oppose bills that have potential costs increase.

**ATTORNEY REVIEW:**

The proposed 2021 Legislative Platform does not contain legal impacts. As bills are introduced and the City consider positions, each bill will be analyzed for their legal impact to the City and the Attorney for the City will be consulted as needed.

**ALTERNATIVES:**

Alternative No. 1: Approve the proposed 2021 Legislative Platform.

Alternative No. 2: Do not approve the proposed 2021 Legislative Platform and recommend changes to the proposed 2021 Legislative Platform.

Alternative No. 3: Take no action and have the Legislative Committee review all potential legislative items.

**RECOMMENDATION:**

Staff recommends the City Council approve Alternative No. 1.

Prepared By: Maggie Le, Deputy City Manager

Fiscal Review by: Jennifer Lampman, Finance Director/ Treasurer

Approved By: Rob Houston, City Manager

Attachment No. 1: Adopted Legislative Monitoring Program
Attachment No. 2: Proposed 2021 Legislative Platform Redline
Attachment No. 3: Proposed 2021 Legislative Platform Clean
CITY COUNCIL POLICY

LEGISLATIVE MONITORING PROGRAM

ISSUE:

The City Council wishes to set forth a Legislative Monitoring Program

PURPOSE

The purpose of this policy is to increase the effectiveness of the City of Fountain Valley's legislative efforts through prompt action on legislation of interest to the City.

POLICY STATEMENT

A Legislative Committee consisting of two Council Members, supported by staff, shall be formed for legislative analysis. The two Council Members shall be appointed annually by the Mayor during the Council appointments in January.

GENERAL POLICIES

On an annual basis, the Legislative Committee will recommend a Legislative platform to the City Council for adoption. Said legislative platform shall be developed in keeping to the general policies described below:

1. Fiscal Issues
   • The City will generally strive to protect existing revenue sources to the City.
   • The City will support the ability of local governments to control their own revenue sources.
   • The City will generally not take an action to support new taxes. Any such issues will be handled on a case-by-case basis.
   • The City will generally oppose legislation which would impose mandated additional costs and for which no reimbursement is available.

2. Transportation Issues
   • The City will pursue measures to increase revenues which expand and improve our roadway system, for example sound walls, Arterial Highway Financing Program (AHFP), and Measure M.
3. Environmental Issues

- The City will monitor and take an appropriate position on issues which could impact our environment such as water quality, hazardous materials, odors, aesthetics, or noise.

4. Liability or Risk Management Issues

- The City will generally support legislation which would reduce our liability exposure.

5. Personnel Issues

- The City will actively support legislation that strengthens or reinforces management rights and oppose legislation that minimizes those rights. The City would actively oppose legislation which unilaterally mandates personnel costs or increases benefits.

6. Community Development Issues

- The City will actively oppose any legislation that limits the City Council's land use decision-making powers.

LEGISLATIVE OPERATING PROCEDURES

The City's legislative monitoring and advocacy efforts shall be carried out in the manner described below.

1. When the City becomes aware of legislation that fits in the adopted Legislative Platform, staff shall prepare a letter of support/opposition, and transmit the correspondence to the author, committee/floor where the bill is being heard, State and Orange County League of California Cities, Association of California Cities, Orange County and others appropriate.

2. The Legislative Committee will meet as needed to discuss proposed legislation with subject matter that falls outside of the adopted Legislative Platform. The purpose of the meeting will be for staff to present the facts and analysis of the bill and gather positions on the subject legislation. If the Committee agrees on a position for a bill, that position, in addition to any direction regarding letter transmittal or further advocacy, shall be communicated to the full City Council in the weekly newsletter. Should the Committee disagree on a position for a bill; staff will place an item on an upcoming City Council Agenda for the consideration of the full Council.
Once a formal position has been taken by the City, staff shall prepare a letter of support/opposition, and transmit the correspondence to the author, committee/floor where the bill is being heard, State and Orange County League of California Cities, and others appropriate to the bill.

3. Throughout the legislative session, staff shall routinely keep the City Council informed on legislative matters through the Legislative Monitoring Report to be included in the weekly management newsletter. The Council shall also be copied on all legislative position letters sent to legislators.

4. The City’s primary response plan to Legislative bills of concern to the City shall be through letters of support/opposition and telephone calls to the City’s legislators. Additional response levels (i.e. face to face meetings with legislators, advocacy to outside agencies and organizations) shall be undertaken as determined necessary by the Legislative Committee and/or City Council.

Sylvia Bermudez  
City Clerk Administrator

Revised: May 6, 2014  
Originally adopted: May 24, 1999
CITY OF FOUNTAIN VALLEY
2020 LEGISLATIVE PLATFORM

Fiscal Issues

Transportation Issues

Environmental Issues

Liability or Risk Management Issues

Personnel Issues

Community Development Issues

Administrative and Employment Related

- Support legislation modifying the Fair Labor Standards Act to permit adjustable work schedules to meet the needs of management and labor and to eliminate prospective and retroactive overtime payments. Support legislation maintaining maximum local flexibility in all areas of its responsibility and operations.
- Support legislation that strengthens or reinforces management rights to include contracting and contract negotiations.
- Support legislation that reduces the City’s liability exposure.
- Support legislation to promoting alternative and electronic posting and noticing of public hearings and meetings, including online posting allow alternative methods of meeting public notice requirements and to ensure ongoing public access and transparency.
- Support legislation that advocates fair and proportionate representation on countywide and regional boards.
- Support legislation to continue the PEPRA system or similar measure.
- Oppose legislation which would increase employee benefits without system reforms which would offset increased employer costs.
- Oppose legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.
- Oppose the imposition of unfunded or inadequately funded state mandates.
- Oppose state or federal efforts to “borrow” local revenues and encourage the state to find other methods of balancing its budget. Oppose any measure that would divert local funds to the State, or any other entity, to balance its budget.

Recreation & Community Services

- Support legislation that provides funding for transportation services especially for senior citizens, local job-training programs especially for youth and young adults.
- Support legislation that promotes health & wellness for children and seniors, when financially feasible.
- Support measures that promote volunteerism.
- Support legislation and funding for the construction, rehabilitation and maintenance of public facilities, parks and open space.
• Support Federal and State funding opportunities that promote health and wellness services and education offered to youth, veterans, low income and senior communities.
• Support Federal and State funding opportunities that promote our ability to provide public access to technology at community facilities.
• **Support legislation that provides funding for, or otherwise promotes programs to address and increase the level of physical activity among our community’s children.**
• Oppose efforts that erode funding for vital regional and community services that negatively impact California’s access to parks, open space, bike lanes, after school programming, senior services, facilities that promote physical activity, protect natural resources and strengthen safety and security.
• Oppose legislation limiting Fountain Valley’s ability to address homeless issues.
• **Oppose all efforts of social service and program realignment where funding has not been fully appropriated.**

**Environment**

• Support measure which increase the water supply or improve water quality within the region, such as new desalinization plants.
• Support measures that provide greater local control in meeting the environmental needs of the community (i.e. recycling/reclaiming of natural resources and energy efficiency measures).
• Support efforts designed to reduce or eliminate the spread of graffiti.
• Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
• Support efforts to streamline and improve the California Environmental Quality Act (CEQA) process.
• Support legislation or grant opportunities for local governments that provide funding for development or enhancing alternative fueling stations for vehicles and energy efficiency upgrades to City facilities.
• Oppose legislation that imposes undue hardship on local agencies to implement environmental/air quality regulations.
• Oppose imposition of unreasonable and/or unfunded water testing and treatment requirements.

**Housing, Land Use Planning and Community Development**

• Support legislation that strengthens the concept of local control with regulatory tools to ensure the City can maintain quality of life over massage establishments, short-term rentals, congregate care facilities or group homes, and medical marijuana dispensaries.
• Support legislation that expands community and economic development tools and funding options for city services.
• Support legislation and funding for the adoption of effective state building codes to promote community building safety and mitigation of natural hazards.
- Support legislation that would increase available funding for affordable housing, especially funding for each community to meet the affordability requirement of the RHNA allocation within the eight-year housing element cycle and the express recognition that, absent funding, that the affordable RHNA allocations may be unattainable.
- **Encourage Support** Federal and State financial support for affordable housing for low-income elderly and disabled individuals.
- **Support legislation that would eliminate the prevailing wage requirement on affordable housing.**
- **Support legislation that would provide additional resources, including adequate funding, to local agencies to address regional growth issues such as air quality, water quality, air pollution, transportation corridors, and homelessness.**
- Oppose any legislation that is inconsistent with the doctrine of home rule, interferes with local exercise of police powers over local land use, or requires a federal, state, and/or county entity to develop model planning practices and policies.
- Oppose legislation that preempts local government’s ability to regulate and exercise its enforcement powers.
- Oppose additional housing mandates without necessary funding or legislation that penalizes a city if units identified in the Regional Housing Need Assessment (RHNA) are not constructed.
- Oppose legislation that limits or eliminates local discretionary review of the installation of small cell wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way and the ability for cities to charge fair market rental fees.
- Oppose regulatory efforts by Congress or the Federal Communications Commission to erode, limit or eliminate local government authority regarding siting of cellular communications towers, transmission sites or other infrastructure.
- Oppose any legislation mandate that supersedes local development standards or denies local governments the ability to enforce its development standards.
- Oppose legislation that mandates increases in density or reduction in parking standards in residential zones.
- **Oppose legislation to decrease Federal Community Block Grant funding.**
- **Oppose legislation that would require local governments to compensate property owners for the effects of zoning and ordinary local land use control.**

**Public Safety**
- **Support legislation and funding to strengthen and enforce legal protections for all individuals who are victims of human trafficking and crime, including minors and victims of family violence and sexual assault.**
- Support legislative efforts to address the negative impacts of AB 109 (Public Safety Realignment), Proposition 47 (Reduced Penalties for Some Crimes) and Proposition 57 (Parole for Non-Violent Criminals) on local governments and
provide local law enforcement with the appropriate tools to reduce criminal activity.

- Support legislation that provides funding support for disaster preparedness, earthquake preparedness, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, Homeland Security, State COPS program, booking fee reimbursement and other local law enforcement activities.
- Support legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirements.
- Support legislation to provide a greater share of and increased latitude to spend asset forfeiture funds.
- Support legislation and funding that promotes comprehensive and effective drug and alcohol education and rehabilitation programs.
- Support legislation and funding to strengthen and enforce legal protections for all individuals who are victims of human trafficking and crime, including minors and victims of family violence and sexual assault.
- Support efforts to address the illicit use of opioids and hold accountable those who illegally sell and distribute them.
- Support legislative efforts and additional funding to help address the issue of homelessness.
- Support legislation that prohibits drones from interfering with a firefighting operation or other public safety response.
- Support legislation that enhances the 9-1-1 system integration with technology to trace cell phone callers and their location.
- Support legislation that would provide local jurisdictions with increased authority to regulate the sale of automobiles on public streets.
- Support legislation that establishes greater City Council latitude in setting speed limits.
- Support legislation to vigorously oppose the early release of prisoners.
- Support legislation that limits the issuance of alcoholic beverage licenses in areas of high crime or where excessive numbers of licenses exist.
- Support efforts which strengthen local fire and life safety services, including providing for greater local control over emergency medical and ambulance services to ensure the residents of Fountain Valley receive the highest possible level of emergency care.
- Support legislation that requires maintenance of defensible space in wildfire-prone areas.
- Support regional efforts to improve interoperability of voice and data communications equipment.
- Oppose legislation to create new financial burdens or erode public safety such as offenders are now being supervised in the community by county probation departments rather than California of Corrections and Rehabilitation parole officers through realignment implementation.
• Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.
• Oppose legislation that would decrease funding for the Assistance to Firefighters Grant Program within the Department of Homeland Security.
• Oppose legislation, which would eliminate abandoned vehicle programs and a local government’s ability to immediately remove abandoned vehicles.
• Oppose legislation that would decrease funding to the various Community Oriented Policing Services (COPS) programs.

Revenue and Taxation
• Support legislation that leads to greater financial independence from federal, state and/or county government, and protects local resources from seizure by federal, state and/or county agencies.
• Supports any measure that would provide greater local control over how local funds are expended.
• Support legislation and funding that preserves and enhances a positive business climate and maintains and grows the business tax base.
• Support extending sales tax to all E-Commerce as a means of fairness to “main street” retailers.
• Support legislation that would support new financing tools and programs that would encourage local economic development through tax increment financing.
• Oppose legislative and administrative efforts by online travel companies to circumvent remittance of transient occupancy taxes to local governments from hotel reservations purchased using the internet.
• Oppose legislation that removes or limits the municipal bond tax exemption.
• Oppose any legislation that diminishes or does not assure local franchise fees for all utilities’ and communication carriers’ use of City right-of-way.
• Oppose efforts by the state legislature to assess taxes on public goods and services such as water and electricity.
• Oppose legislation that would lower the vote threshold as a method to impose new taxes or create new financing opportunities.
• Oppose any attempt or measures that seek to weaken or reverse Proposition 13 or other Constitutional provisions that strengthen taxpayer protections, or whose purpose is to raise tax revenues at the expense of the residential or business community.
• Oppose measures that would impose State and Federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits (i.e. unfunded mandates).
• Oppose any measure that restricts or limits a public entity’s ability to use tax-exempt debt or tax increment financing for the purchase or construction of public purpose improvements.
• Oppose any measure that would divert local funds to the State, or any other entity, to balance its budget.
Oppose any change in tax allocations, which would negatively affect local government.
Oppose legislation which would reduce local discretion over locally-imposed taxes such as transient occupancy tax.

**Transportation, Utilities and Public Works**
- Support legislation that provides for a more equitable distribution of federal and state highway funds that consider population growth as well as location of sales and gas tax generation.
- Support legislation that provides funding and resources for retrofitting municipal infrastructure to increase energy efficiency.
- Support legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects.
- Support legislation that will reduce traffic congestion and support measures that provide local and regional funding opportunities for local transportation and system projects.
- Support legislation that encourages the use of design-build methods to facilitate a faster, streamlined approach to project delivery.
- Support legislation such that funding for stormwater and water quality programs would be treated similarly to water, sewer, and solid waste under Proposition 218.
- Support efforts that encourage energy and water conservation techniques, as long as those measure do not contain unnecessary punitive measures to residents, business owners and local agencies.
- Support measures which provide greater local control in meeting the environmental needs of the community, i.e. recycling/reclaiming of natural resources and energy efficiency measures.
- Oppose measures that attempt to raise federal and/or state revenues for transportation funding through new or increased taxes or fees (i.e. vehicle miles-traveled tax/fee).
- Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

**Federal Legislation**
- Support efforts to reinstate funding for Safe Routes to Schools programs.
- Support streamlined environmental processing for federal regulatory permits.
- Support continued funding for the Energy Efficiency Block Grant Program in order to provide resources directly to local governments for programs that improve energy efficiency.
- Support collecting and remitting state and local sales taxes to the state and city in which the purchaser is residing (i.e. purchases made over the Internet; by mail order; by catalog, etc.).
- Support legislation to modify the Federal Fair Labor Standards Act (FLSA) as it relates to regulating public sector employment.
- Support legislation that provides tangible and productive tools and incentives to support job creation and retention.
- Support legislation and grant opportunities that preserve or increase funding for Community Development Block Grant (CDBG), HOME, and Section 8 Housing.
- Support legislation to hold the State of California and state agencies to the same transparency and accountability standards as cities.
- Support Federal legislation, which would require states to distribute Federal pass-through funds in an equitable manner to local subdivisions of the State.
- Support legislation that would redistribute State and Federal revenues to better meet local government responsibilities.
- Support any measure that would provide greater local control over how local funds are expended.
- Support legislation that would reform or increase transparency and accountability into the legislative appropriation process.
CITY OF FOUNTAIN VALLEY
2021 LEGISLATIVE PLATFORM

Administrative and Employment Related

- Support legislation modifying the Fair Labor Standards Act to permit adjustable work schedules to meet the needs of management and labor and to eliminate prospective and retroactive overtime payments.
- Support legislation that strengthens or reinforces management rights to include contracting and contract negotiations.
- Support legislation that reduces the City’s liability exposure.
- Support legislation to promoting alternative and electronic posting and noticing of public hearings and meetings, including online posting.
- Support legislation that advocates fair and proportionate representation on countywide and regional boards.
- Support legislation to continue the PEPRA system or similar measure.
- Oppose legislation which would increase employee benefits without system reforms which would offset increased employer costs.
- Oppose legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.
- Oppose the imposition of unfunded or inadequately funded state mandates.
- Oppose any measure that would divert local funds to the State, or any other entity, to balance its budget.

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- Oppose all efforts of social service and program realignment where funding has not been fully appropriated.

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- Support Federal and State financial support for affordable housing for low-income elderly and disabled individuals.
- Support legislation that would eliminate the prevailing wage requirement on affordable housing.
- Support legislation that would provide additional resources, including adequate funding, to local agencies to address regional growth issues such as air quality, water quality, air pollution, transportation corridors, and homelessness.
• Oppose any legislation that is inconsistent with the doctrine of home rule, interferes with local exercise of police powers over local land use, or requires a federal, state, and/or county entity to develop model planning practices and policies.
• Oppose legislation that preempts local government’s ability to regulate and exercise its enforcement powers.
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Public Safety
• Support legislation and funding to strengthen and enforce legal protections for all individuals who are victims of human trafficking and crime, including minors and victims of family violence and sexual assault.
• Support legislative efforts to address the negative impacts of AB 109 (Public Safety Realignment), Proposition 47 (Reduced Penalties for Some Crimes) and Proposition 57 (Parole for Non-Violent Criminals) on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.
• Support legislation that provides funding support for disaster preparedness, earthquake preparedness, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, Homeland Security, State COPS program, booking fee reimbursement and other local law enforcement activities.
• Support legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirements.
• Support legislation to provide a greater share of and increased latitude to spend asset forfeiture funds.
• Support legislation and funding that promotes comprehensive and effective drug and alcohol education and rehabilitation programs.
• Support efforts to address the illicit use of opioids and hold accountable those who illegally sell and distribute them.
• Support legislative efforts and additional funding to help address the issue of homelessness.
• Support legislation that prohibits drones from interfering with a firefighting operation or other public safety response.
• Support legislation that enhances the 9-1-1 system integration with technology to trace cell phone callers and their location.
• Support legislation that would provide local jurisdictions with increased authority to regulate the sale of automobiles on public streets.
• Support legislation that establishes greater City Council latitude in setting speed limits.
• Support legislation to vigorously oppose the early release of prisoners.
• Support legislation that limits the issuance of alcoholic beverage licenses in areas of high crime or where excessive numbers of licenses exist.
• Support efforts which strengthen local fire and life safety services, including providing for greater local control over emergency medical and ambulance services to ensure the residents of Fountain Valley receive the highest possible level of emergency care.
• Support legislation that requires maintenance of defensible space in wildfire-prone areas.
• Support regional efforts to improve interoperability of voice and data communications equipment.
• Oppose legislation to create new financial burdens or erode public safety such as offenders are now being supervised in the community by county probation departments rather than California of Corrections and Rehabilitation parole officers.
• Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.
• Oppose legislation that would decrease funding for the Assistance to Firefighters Grant Program within the Department of Homeland Security.
• Oppose legislation, which would eliminate abandoned vehicle programs and a local government's ability to immediately remove abandoned vehicles.
• Oppose legislation that would decrease funding to the various Community Oriented Policing Services (COPS) programs.

Revenue and Taxation
• Support legislation that leads to greater financial independence from federal, state and/or county government, and protects local resources from seizure by federal, state and/or county agencies.
• Supports any measure that would provide greater local control over how local funds are expended.
• Support legislation and funding that preserves and enhances a positive business climate and maintains and grows the business tax base.
• Support extending sales tax to all E-Commerce as a means of fairness to "main street" retailers.
• Support legislation that would support new financing tools and programs that would encourage local economic development through tax increment financing.
• Oppose legislative and administrative efforts by online travel companies to circumvent remittance of transient occupancy taxes to local governments from hotel reservations purchased using the internet.
• Oppose legislation that removes or limits the municipal bond tax exemption.
• Oppose any legislation that diminishes or does not assure local franchise fees for all utilities’ and communication carriers’ use of City right-of-way.
• Oppose efforts by the state legislature to assess taxes on public goods and services such as water and electricity.
• Oppose legislation that would lower the vote threshold as a method to impose new taxes or create new financing opportunities.
• Oppose any attempt or measures that seek to weaken or reverse Proposition 13 or other Constitutional provisions that strengthen taxpayer protections, or whose purpose is to raise tax revenues at the expense of the residential or business community.
• Oppose measures that would impose State and Federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits (i.e. unfunded mandates).
• Oppose any measure that restricts or limits a public entity’s ability to use tax-exempt debt or tax increment financing for the purchase or construction of public purpose improvements.
• Oppose any measure that would divert local funds to the State, or any other entity, to balance its budget.
• Oppose any change in tax allocations, which would negatively affect local government.
• Oppose legislation which would reduce local discretion over locally-imposed taxes such as transient occupancy tax.

Transportation, Utilities and Public Works
• Support legislation that provides for a more equitable distribution of federal and state highway funds that consider population growth as well as location of sales and gas tax generation.
• Support legislation that provides funding and resources for retrofitting municipal infrastructure to increase energy efficiency.
• Support legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects.
• Support measures that provide local and regional funding opportunities for local transportation and system projects.
• Support legislation that encourages the use of design-build methods to facilitate a faster, stream-lined approach to project delivery.
• Support legislation such that funding for stormwater and water quality programs would be treated similarly to water, sewer, and solid waste under Proposition 218.
• Support efforts that encourage energy and water conservation techniques, as long as those measures do not contain unnecessary punitive measures to residents, business owners, and local agencies.
• Support measures which provide greater local control in meeting the environmental needs of the community, i.e. recycling/reclaiming of natural resources and energy efficiency measures.
• Oppose measures that attempt to raise federal and/or state revenues for transportation funding through new or increased taxes or fees (i.e., vehicle miles-traveled tax/fee).
• Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

Federal Legislation
• Support efforts to reinstate funding for Safe Routes to Schools programs.
• Support streamlined environmental processing for federal regulatory permits.
• Support continued funding for the Energy Efficiency Block Grant Program in order to provide resources directly to local governments for programs that improve energy efficiency.
• Support collecting and remitting state and local sales taxes to the state and city in which the purchaser is residing (i.e., purchases made over the Internet; by mail order; by catalog, etc.).
• Support legislation to modify the Federal Fair Labor Standards Act (FLSA) as it relates to regulating public sector employment.
• Support legislation that provides tangible and productive tools and incentives to support job creation and retention.
• Support legislation and grant opportunities that preserve or increase funding for Community Development Block Grant (CDBG), HOME, and Section 8 Housing.
• Support legislation to hold the State of California and state agencies to the same transparency and accountability standards as cities.
• Support Federal legislation, which would require states to distribute Federal pass-through funds in an equitable manner to local subdivisions of the State.
• Support legislation that would redistribute State and Federal revenues to better meet local government responsibilities.
• Support any measure that would provide greater local control over how local funds are expended.
• Support legislation that would reform or increase transparency and accountability into the legislative appropriation process.