



AGENDA

City Council September 14, 2021

Rick Otto
City Manager

Gary A. Sheatz
City Attorney

Pamela Coleman
City Clerk

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Ave.
Orange, CA 92866

MARK A. MURPHY
Mayor

KIMBERLEE NICHOLS
Mayor pro tem

CHIP MONACO
Councilmember

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before it is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, and streamed live and on-demand on the City's website at www.cityoforange.org.

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name and address, and identifying the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

(Continued on page 2)

2) Written Public Comments via email or eComment

Members of the public can submit their written comments electronically for City Council consideration by emailing them to CCpubliccomment@cityoforange.org with the subject line "Public Comment Item # (insert the item number relevant to the comment)" or "Public Comment Non-agenda Item" for general public comments. The public can also submit written comments on the City's eComment page. Please visit the City's website at www.cityoforange.org, click Current City Council Agenda, then click the eComment link for this meeting. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit comments by 3:00 p.m. the day of the meeting. All public comments will be provided to the Council, posted on the City's website, and compiled as part of the record.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 5:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council and the caller's position will be summarized in the minutes.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION**1. ROLL CALL****2. PUBLIC COMMENTS**

At this time, members of the public may address the Council on any Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION**a. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section 54957(b).
Title: City Manager

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)-(4). (One case)

c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1)
Name of Case: Paula Acken, et al. v. City of Orange
Orange County Superior Court Case No. 30-2021-01207319

4. CLOSED SESSION REPORT**5. ADJOURNMENT**

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION**1. OPENING****1.1 INVOCATION**

Pastor Craig Hill, Taft Avenue Church

1.2 PLEDGE OF ALLEGIANCE

Councilmember Ana Gutierrez

1.3 ROLL CALL**1.4 PRESENTATIONS/ ANNOUNCEMENTS**

Proclamation recognizing Michael Alvarez

Friends of the Orange Public Library Presentation to the Orange Public Library

Proclamation recognizing September as Hunger Action Month

Recognition of outgoing Board, Commission, and Committee Members

Proclamation recognizing Rick Otto

2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.**Recommended Action:**

Approve.

Attachments: [Staff Report](#)

3.2. Confirmation of warrant registers dated August 3, 5, 13, 19, and 27, 2021.**Recommended Action:**

Approve.

Attachments: [Staff Report](#)

3.3. Approval of meeting minutes of the City Council of the City of Orange for the August 7, 2021, Adjourned Regular Meeting; August 10, 2021, Regular Meeting; August 20, 2021, Adjourned Regular Meeting; August 21, 2021, Adjourned Regular Meeting; and September 7, 2021, Adjourned Regular Meeting.**Recommended Action:**

Approve minutes as presented.

Attachments: [Staff Report](#)
 [August 7, 2021, Adjourned Regular Meeting minutes](#)
 [August 10, 2021, Regular Meeting minutes](#)
 [August 20, 2021, Adjourned Regular Meeting minutes](#)
 [August 21, 2021, Adjourned Regular Meeting minutes](#)
 [September 7, 2021, Adjourned Regular Meeting minutes](#)

3.4. Agreement with Iteris, Inc. for Traffic Engineering Services for Tustin Avenue/Rose Drive Corridor Regional Traffic Signal Synchronization Program Project, and associated Cooperative Agreement between the City of Orange and the cities of Anaheim, Placentia, Santa Ana, Tustin, and Yorba Linda.**Recommended Action:**

1. Approve the agreement with Iteris, Inc. in the amount of \$1,076,341 for Traffic Engineering Services for Tustin Avenue/Rose Drive Corridor Project Implementation and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize \$107,634.10 (10%) of the contract amount for contingency purposes.
3. Approve the associated Cooperative agreement between the City of Orange and the cities of Anaheim, Placentia, Santa Ana, Tustin, and Yorba Linda and authorize the City Manager to execute on behalf of the City.
4. Authorize the appropriation of \$454,070 into expenditure account number 550.5031.56510.20425.

Attachments: [Staff Report](#)
 [Professional Services Agreement](#)
 [Cooperative Agreement](#)

3.5. Agreement with Lyons Security Services, Inc. for Orange Public Library security services.**Recommended Action:**

Approve the four-year agreement with Lyons Security Services, Inc. in an amount not to exceed \$42,000 annually for Orange Public Library & History Center security services; and authorize the Mayor and the City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Professional Services Agreement](#)

3.6. Agreement with the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program for Federal Fiscal Year 2021-2022.**Recommended Action:**

1. Approve grant agreement no. PT22049 with the State of California Office of Traffic Safety in the amount of \$291,000 for the Selective Traffic Enforcement Program grant and authorize the City Manager to execute the agreement on behalf of the City.
2. Accept into the City's revenue budget a \$291,000 grant from the California Office of Traffic Safety into revenue account number 100.4041.45290.30184, General Fund - OTS STEP Grant FY22.
3. Authorize the appropriation of \$291,000 into the following Traffic Program expenditure accounts:

100.4041.50221.30184	Overtime - Safety OTS Grant 21-22	\$240,224
100.4041.50222.30184	Overtime - Miscellaneous OTS Grant 21-22	21,054
100.4041.51840.30184	Local Training OTS Grant 21-22	1,509
100.4041.55131.30184	Equipment OTS Grant 21-22	28,213
	Total	\$291,000

Attachments: [Staff Report](#)
 [OTS STEP Grant Agreement No. PT22049](#)

3.7. Agreement with the County of Orange for the Implementation and Operation of the Orange County 800 MHz Countywide Coordinated Communications System.**Recommended Action:**

Approve the agreement with the County of Orange for the Implementation and Operation of the Orange County 800 MHz Countywide Coordinated Communications System and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Agreement for 800 MHZ](#)

3.8. First Amendment to Agreement with Michael Baker International, Inc. for Community Development Block Grant and HOME Investments and Partnerships Program consulting services.

Recommended Action:

Approve the amendment to agreement with Michael Baker International, Inc. for Community Development Block Grant and HOME Investments and Partnerships program consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[First Amendment with Michael Baker International, Inc.](#)

3.9. First Amendment to the Contract with KASA Construction, Inc. for the Handy Park Maintenance Renovation project.

Recommended Action:

1. Approve Amendment with KASA Construction, Inc. in an amount not to exceed \$59,223.71 for the Handy Park Maintenance Renovation project and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of \$59,223.71 from the Park Acquisition (Infill) (510) unreserved fund balance to expenditure account 510.7021.56015.20370, Park Acquisition (Infill) - Handy Park Maintenance Renovation.

Attachments: [Staff Report](#)
[First Amendment to Contract - KASA Construction, Inc.](#)

3.10. First Amendment to the Agreement with AppleOne Employment Services for temporary staffing services.

Recommended Action:

Approve the First Amendment with AppleOne Employment Services in a total amount not-to-exceed \$95,000 for temporary staffing services and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[First Amendment AppleOne Agreement No. 7152](#)

3.11. Fifth Amendment to Agreement with Granicus LLC, a Minnesota Limited Liability Company, for Boards and Commissions Management system.

Recommended Action:

Approve the Fifth Amendment to Master Subscription Agreement No. 6858 with Granicus LLC for the purchase of the Boards and Commissions Management system; and authorize the City Manager to execute on behalf of the City.

Attachments: [Staff Report](#)
[Fifth Amendment to the Master Subscription Agreement with Granicus LLC](#)

- 3.12. First Amendment to Professional Services Agreement with Litili, LLC, to provide expert witness services related to litigation defense in several state and federal cases.**

Recommended Action:

1. Approve a First Amendment to Professional Services Agreement with Litili, LLC, in the amount of \$50,000 and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of \$50,000 from the Self Insurance - Liability Fund unreserved fund balance to expenditure account number 740.0301.51600.00000, Self Insurance - Liability Fund - Legal Services.

Attachments: [Staff Report](#)
[First Amendment to Professional Services Agreement](#)

- 3.13. Professional Services Agreement with Keyser Marston Associates, Inc. to evaluate the fiscal impact of Chapman University.**

Recommended Action:

Approve the agreement with Keyser Marston Associates, Inc. in the amount of \$65,000 to prepare a fiscal impact analysis and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
[Professional Services Agreement with Keyser Marston Associates, Inc.](#)

- 3.14. Appropriation of \$6,000 in designated donation funding received from the Friends of the Orange Public Library.**

Recommended Action:

1. Accept into the City's revenue budget a \$6,000 donation from Friends of the Orange Public Library into revenue account number 100.2001.48390.19990, General Fund - Friends of the Library.
2. Authorize the appropriation of \$6,000 to the following expenditure account numbers for Friends of the Orange Public Library (19990):

\$ 2,000	100.2001.53011.19990	Employee Recognition Program
2,000	100.2001.53340.19990	Craft Supplies
<u>2,000</u>	100.2016.53340.19990	Craft Supplies
\$ 6,000		

Attachments: [Staff Report](#)

3.15. Appropriation of \$15,000 in Fire Prevention and Preparedness funding received from the California Fire Foundation (CFF) Grant 2021.

Recommended Action:

1. Accept into the City's revenue budget a \$15,000 grant from the California Fire Foundation, into revenue account number 100.3012.45495.30178, General Fund - CFF Grant 2021.
2. Authorize the appropriation of \$15,000 into expenditure account number 100.3021.50221.30178, General Fund - CFF Grant 2021.

Attachments: [Staff Report](#)
[Grant Agreement for Emergency Action Campaign](#)

3.16. Appropriation of \$41,888.24 in State of California Office of Emergency Services funding received.

Recommended Action:

1. Accept into the City's revenue budget \$41,888.24 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the following revenue account numbers for Cal-OES reimbursements as specified in Section 6 of the staff report.
2. Authorize the appropriation of \$40,167.99 into the following expenditure account numbers for Overtime-Safety as specified in Section 6 of the staff report.
3. Authorize the appropriation of \$1,720.25 into the following expenditure account numbers for Strike Team Expenditures as specified in Section 6 of the staff report.

Attachments: [Staff Report](#)

3.17. Final Acceptance of Bid No. 190-60, Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park; and authorization to file Notice of Completion.

Recommended Action:

Accept Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park as complete; and authorize staff to file Notice of Completion with the County Recorder.

Attachments: [Staff Report](#)
[Notice of Completion and Acceptance](#)

3.18. Final Acceptance of Bid No. 20-21.23, Roof Coating at Taft Branch Library; and authorization to file Notice of Completion.

Recommended Action:

Accept Roof Coating at Taft Branch Library Project as complete (Bid No. 20-21.23, SP-4145); and authorize staff to file Notice of Completion with the County Recorder.

Attachments: [Staff Report](#)
[Notice of Completion and Acceptance](#)

- 3.19. Final Acceptance of Bid No. 20-21.32, Community Development Block Grant - Americans with Disabilities Act Bathroom Door Access at Main Library Project; and authorization to file Notice of Completion.**

Recommended Action:

Accept Community Development Block Grant Americans with Disabilities Act - Bathroom Door Access at Main Library Project as complete (Bid No. 20-21.32, SP-4147), and authorize staff to file Notice of Completion with the County Recorder.

Attachments: [Staff Report](#)
 [Notice of Completion and Acceptance](#)

- 3.20. Final Acceptance of Bid No. 20-21.41, Calsense Installation at McPherson Athletic Facility; and authorization to file Notice of Completion with the County Recorder.**

Recommended Action:

Accept Calsense Installation at McPherson Athletic Facility as complete; and authorize staff to file Notice of Completion with the County Recorder.

Attachments: [Staff Report](#)
 [Notice of Completion and Acceptance](#)

- 3.21. Approval of plans and specifications for the Annual Pipeline Renewal Project and authorization to advertise Bid No. 21-22.08.**

Recommended Action:

Approve the plans and specifications, and authorize advertising for bids.

Attachments: [Staff Report](#)
 [Location Map](#)

- 3.22. Approval of plans and specifications and authorization to advertise for bids for Community Development Block Grant Americans with Disabilities Act Wheelchair Access Ramps at Various Locations Project Fiscal Year 2021-2022; Bid No. 21-22.07.**

Recommended Action:

Approve plans and specifications and authorize advertising for bids for Community Development Block Grant Americans with Disabilities Act Wheelchair Access Ramps at Various Locations, Fiscal Year 2021-2022; SP-4177.

Attachments: [Staff Report](#)
 [Location Map](#)

3.23. Claims for Damages.**Recommended Action:**

Deny the following claims and refer to City Attorney and Claims Adjuster:

1. Frontal EW Town & Country, LLC
2. Laurie Rhode
3. Donabel Chacon
4. Everest Re Group, Ltd. a/s/o Sunrise of Orange Propco, LLC
5. Mercury Insurance a/s/o Leah Aguirre
6. Allen Makorow

Attachments: [Staff Report](#)

3.24. Award of Contract to Gentry General Engineering, Inc. for Chapman Avenue Alley Improvement; Bid No. 21-22.03.**Recommended Action:**

1. Authorize a transfer in the amount of \$14,133 from 953.5011.56020.20403 (Building Old Towne East Parking Structure) to 953.5011.56020.20486 (Chapman Avenue Alley Improvements).
2. Authorize a transfer in the amount of \$135,867 from 954.5011.50615.30165 (Grand Avenue Parking Lot Improvements) to 954.5011.56020.20486 (Chapman Avenue Alley Improvements).
3. Approve the contract with Gentry General Engineering, Inc. in the total amount of \$121,100, representing an original amount of \$111,000 plus a 10% contingency of \$11,100, for Chapman Avenue Alley Improvement, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

Attachments: [Staff Report](#)
 [Bid Abstract](#)
 [Location Map](#)
 [Contract Agreement](#)

3.25. Award of contract to Accurate Corrosion Control, Inc. for Reservoir 4 Exterior Cathodic Protection System Installation Project; Bid No. 21-22.01.**Recommended Action:**

1. Award contract to Accurate Corrosion Control, Inc. in the amount of \$119,375 for Reservoir 4 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize 11,937.50 (10%) of the contract amount for contingency purposes.
3. Authorize the appropriation of \$27,900 from the Water Fund unreserved fund balance to expenditure account number 600.8041.56440.18301, Water Fund - Exterior Cathodic Protection Systems.

Attachments: [Staff Report](#)
 [Bid Abstract](#)
 [Location Map](#)
 [Contract](#)

- 3.26. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending various sections in Title 2 of the Orange Municipal Code related to the administration and personnel of the City. Ordinance No. 14-21.

Recommended Action:

Adopt Ordinance No. 14-21.

Attachments: [Staff Report](#)
 [Ordinance No. 14-21](#)

- 3.27. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 17 of the Orange Municipal Code (Zoning Code) to add definitions, update code references, and amend Chapter 17.34 relating to off-street parking and loading. Ordinance No. 12-21.

Recommended Action:

Adopt Ordinance No. 12-21.

Attachments: [Staff Report](#)
 [Ordinance No. 12-21](#)

- 3.28. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 8 of the Orange Municipal Code (Health and Safety) to delete Chapters 8.28 and 8.29 and add new Chapters 8.28, 8.29, 8.30, and 8.31 relating to solid, organic, and construction and demolition debris waste disposal reduction. Ordinance No. 13-21.

Recommended Action:

Adopt Ordinance No. 13-21.

Attachments: [Staff Report](#)
 [Ordinance No. 13-21](#)

- 3.29. Authorize purchase of Faro Focus S150 crime and accident scene reconstruction laser scanner, training, and warranty from Znet Tech, LLC for the Police Department.

Recommended Action:

1. Approve the purchase of Faro Focus S150 crime and accident scene reconstruction laser scanner, training, and warranty from Znet Tech, LLC in an amount not to exceed \$53,290.
2. Authorize the appropriation of \$53,290 from Traffic Safety (350) unreserved fund

balance to expenditure account number 350.4041.55131.00000, Traffic Safety - Equipment Additions.

Attachments: [Staff Report](#)
 [Znet Quote 0824-OPDR3](#)
 [GSA Contract No. GS-35F-135HA](#)

3.30. Update to the Transportation System Improvement Program fee nexus study.

Recommended Action:

Approve the updated nexus study.

Attachments: [Staff Report](#)
 [Nexus Study Update with Project Listing](#)
 [2020 TSIP Nexus Study with Project Listing](#)

3.31. Investment Oversight Committee report for the period ending August 31, 2021.

Recommended Action:

Receive and file.

Attachments: [Staff Report](#)
 [Monthly Treasurer's Reports for April, May, and June 2021](#)

3.32. Declaring the property located at 171 North Cypress Street as surplus to the City's needs and finding that the property located at 177 N. Cypress is exempt surplus to the City's needs, and authorizing the disposal of both properties. Resolution No. 11352.

Recommended Action:

Adopt Resolution No. 11352. A Resolution of the City Council of the City of Orange finding that certain City-owned real property known as 171 N. Cypress Street is surplus to the City's needs and finding that certain City-owned real property known as 177 N. Cypress Street is exempt surplus to the City's needs and authorizing the disposal of said properties.

Attachments: [Staff Report](#)
 [Resolution No. 11352](#)

3.33. Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5. Resolution No. 11353.

Recommended Action:

Adopt Resolution No. 11353. A Resolution of the City Council of the City of Orange amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Attachments: [Staff Report](#)
 [Resolution No. 11353](#)

3.34. Establishing the day and time for Park Planning and Community Events Commission meetings. Resolution No. 11355.

Recommended Action:

Adopt Resolution No. 11355. A Resolution of the City Council of the City of Orange fixing the day and time for meetings of the Park Planning and Community Events Commission.

Attachments: [Staff Report](#)
 [Resolution No. 11355](#)

3.35. Revision of qualifications for appointment to City Council created committees. Resolution No. 11356.

Recommended Action:

Adopt Resolution No. 11356. A Resolution of the City Council of the City of Orange repealing Resolution Nos. 9625, 10112, and 11064 and revising qualifications for appointment to City Council created committees.

Attachments: [Staff Report](#)
 [Resolution No. 11356](#)

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR MURPHY

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez & Barrios)

5.2. Non-profit opportunities at Concerts in the Park (Monaco)

5.3. Proclamation recognizing Hispanic Heritage Month (Gutierrez)

5.4. National Day of Prayer 20 Year Anniversary (Gutierrez)

6. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

7. ADMINISTRATIVE REPORTS

7.1. Membership of the Planning Commission. (Continued from August 10, 2021)

Recommended Action:

Provide direction related to the number of members that shall serve on the Planning Commission.

Attachments: [Staff Report](#)

- 7.2. Master Encroachment Agreement with Verizon Wireless for the installation of small cell facilities in the public right-of-way.**

Recommended Action:

Approve the Master Encroachment Agreement by and between the City of Orange and Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, for the construction, installation, maintenance, and operation of telecommunications network facilities within the public right-of-way, and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Master Encroachment Agreement with Verizon Wireless](#)

- 7.3. Adoption of a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way. Resolution No. 11348.**

Recommended Action:

Adopt Resolution No. 11348. A Resolution of the City Council of the City of Orange adopting a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way.

Attachments: [Staff Report](#)
 [Resolution No. 11348](#)
 [Small Wireless Facility Policy](#)
 [Email from AT&T](#)

8. REPORTS FROM CITY MANAGER

- 8.1. Mary's Kitchen Update**
8.2. Short Term Rental Update

9. LEGAL AFFAIRS

10. PUBLIC HEARINGS

- 10.1. Public Hearing to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions in multi-family residential and neighborhood mixed use zones.

Recommended Action:

1. Introduce and conduct First Reading of Ordinance No. 15-21. An Ordinance of the City Council of the City of Orange amending Title 16 and Title 17 of the Orange Municipal Code relating to regulation of small lot subdivisions.
2. Adopt Resolution No. 11354. A Resolution of the City Council of the City of Orange approving Small Lot Subdivision Guidelines.

Attachments:

[Staff Report](#)

[Attachment 1 Ordinance No.15-21](#)

[Attachment 2 Ordinance No. 15-21 \(Redlined\)](#)

[Attachment 3 Resolution No. 11354 \(Including Small Lot Subdivision Guidelines\)](#)

[Attachment 4 Planning Commission Resolution No. PC 17-21](#)

[Attachment 5 Resolution PC 18-21 \(including Guidelines\)](#)

[Attachment 6 Planning Commission Staff Report July 19, 2021](#)

[Attachment 7 July 19, 2021 PC Minutes](#)

11. ADJOURNMENT

The October 12, 2021, Regular City Council meeting will be cancelled. The City Council will adjourn to Wednesday, October 13, 2021, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 4:15 p.m., if necessary. There will be an Employee Recognition at 4:00 p.m.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library, 407 E. Chapman Avenue, Police facility at 1107 North Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: September 9, 2021



Agenda Item

City Council

Item #: 3.1.

9/14/2021

File #: 21-0489

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.1.

9/14/2021

File #: 21-0489

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

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State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.2.

9/14/2021

File #: 21-0484

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Will Kolbow, Assistant City Manager/Administrative Services Director

1. SUBJECT

Confirmation of warrant registers dated August 3, 5, 13, 19, and 27, 2021.

2. SUMMARY

The warrant writings for the above listed dates are on file in the Office of the City Clerk for Council reference.

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.2.

9/14/2021

File #: 21-0484

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Will Kolbow, Assistant City Manager/Administrative Services Director

1. SUBJECT

Confirmation of warrant registers dated August 3, 5, 13, 19, and 27, 2021.

2. SUMMARY

The warrant writings for the above listed dates are on file in the Office of the City Clerk for Council reference.

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.3.

9/14/2021

File #: 21-0483

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Approval of meeting minutes of the City Council of the City of Orange for the August 7, 2021, Adjourned Regular Meeting; August 10, 2021, Regular Meeting; August 20, 2021, Adjourned Regular Meeting; August 21, 2021, Adjourned Regular Meeting; and September 7, 2021, Adjourned Regular Meeting.

2. SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- August 7, 2021, Adjourned Regular Meeting minutes
- August 10, 2021, Regular Meeting minutes
- August 20, 2021, Adjourned Regular Meeting minutes
- August 21, 2021, Adjourned Regular Meeting minutes
- September 7, 2021, Adjourned Regular Meeting minutes



Agenda Item

City Council

Item #: 3.3.

9/14/2021

File #: 21-0483

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

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- August 21, 2021, Adjourned Regular Meeting minutes
- September 7, 2021, Adjourned Regular Meeting minutes

MINUTES - DRAFT

City of Orange

City Council

August 07, 2021

DRAFT MINUTES – NOT AN
OFFICIAL RECORD UNTIL
APPROVED BY THE CITY COUNCIL

The City Council of the City of Orange, California convened on August 7, 2021, at 8:30 a.m. in an Adjourned Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

8:30 AM CLOSED SESSION

1. OPENING

Mayor Murphy called the meeting to order at 8:34 a.m.

1.1 ROLL CALL

Present: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Absent: None

2. PUBLIC COMMENTS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 8:36 a.m. with all Members present to discuss the following:

a. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b).

Title: City Manager

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 4:57 p.m.

The next Regular City Council meeting will be held on Tuesday, August 10, 2021, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m. if necessary.

PAMELA COLEMAN
CITY CLERK

MARK A. MURPHY
MAYOR

MINUTES - DRAFT

City of Orange

City Council

August 10, 2021

DRAFT MINUTES – NOT AN
OFFICIAL RECORD UNTIL
APPROVED BY THE CITY COUNCIL

The City Council of the City of Orange, California convened on August 10, 2021, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. ROLL CALL

Present: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Absent: None

2. PUBLIC COMMENTS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:03 p.m. with all Members present to discuss the following:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)-(4). (One case)

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1)

Name of Case: Paula Acken, et al. v. City of Orange

Orange County Superior Court Case No. 30-2021-01207319

c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957.

Title: City Attorney

d. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b).

Title: City Manager

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

At 6:04 p.m., the City Council adjourned the Closed Session to its Regular Meeting in the Council Chamber.

6:00 PM REGULAR SESSION**1. OPENING**

Mayor Murphy called the meeting to order at 6:15 p.m.

1.1 INVOCATION

Given by Councilmember Chip Monaco.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Kathy Tavoularis.

1.3 ROLL CALL

Present: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Absent: None

1.4 PRESENTATIONS/ANNOUNCEMENTS

Orange Public Library Foundation Presentation to the Orange Public Library.

Recognition of outgoing Board, Commission, and Committee Members.

Mayor Murphy announced the last Concert in the Park series at the Hart Park Band Shell will be held Wednesday, August 11 from 7:00 - 8:30 p.m.

2. PUBLIC COMMENTSPublic Speakers

The following spoke in support of Mary's Kitchen: Maria Elena Perales, Sydney Do, Starla Acosta, Richard Spix, Pam Presnall, James Dollins, Brooke Weitzman, Betty Valencia, Michael Sean Wright, Kat White, Robert Torres, Stan Smith, Katherine England, Nicole Gharda, Bill Scott, Marlin Collins, Kristen Maahs, Jacqueline Perez, Jeffrey Pedersen, Nancy VanValkenburgh, Jose Guevara from Congressman Lou Correa's office, Donald Barrett, and John Aguirre.

Carole Walters spoke in support of newly appointed Police Chief Dan Adams, and remarked on the circumstances at Mary's Kitchen.

Written Public Comments

Janice Brownfield emailed encouraging City efforts to reduce the effects of climate change.

Robin Ames and Richard Burns emailed regarding the memorial tribute on Walnut Bridge.

Kimberly Bottomley emailed regarding safety concerns at El Camino Park.

The following submitted emails in support of Mary's Kitchen: Sue Strozewski and Melissa Mendes.

In addition, the following recorded messages were received in support of Mary's Kitchen: Pat Davis and Anonymous.

RECESS: The City Council recessed at 7:29 p.m. and reconvened at 7:42 p.m. with all members present.

3. CONSENT CALENDAR

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any member of the City Council, staff or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.

ACTION: Approved.

3.2. Confirmation of warrant registers dated July 6, 8, 16, 20, 22, and 30.

ACTION: Approved.

3.3. Approval of meeting minutes of the City Council of the City of Orange for the July 13, 2021, Regular Meeting.

ACTION: Approved minutes as presented.

3.4. Agreement with Tesco Controls, Inc. for technical support services to the Supervisory Control and Data Acquisition (SCADA) water system.

ACTION: Approved agreement with Tesco Controls, Inc. and authorized the Mayor and City Clerk to execute on behalf of the City.

3.5. Agreement with Willdan Engineering for Interim Building Official and on-call building inspection services.

ACTION: Approved the agreement with Willdan Engineering for Interim Building Official and on-call building inspection services, and authorized the Mayor and City Clerk to execute on behalf of the City.

3.6. Agreement with Leverage Information Systems, Inc. for Point to Point Wireless to Handy Park.

ACTION: Approved the agreement with Leverage Information Systems, Inc. in the amount of \$36,151.53 for point to point wireless service between Grijalva Sports Gym and Handy Park; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.7. Agreement with Siemens Industry, Inc. for Handy Park access control and surveillance video management services.

ACTION: Approved the agreement with Siemens Industry, Inc. in the total amount of \$328,293.24, representing an original bid amount of \$298,448.40, plus a 10% contingency of \$29,844.84, for implementation of security access control and video camera management; and authorized the Mayor and City Clerk to execute on behalf of

the City.

3.8. Agreement with Tripepi, Smith & Associates, Inc. for redistricting public outreach services.

ACTION: Approved agreement with Tripepi, Smith & Associates, Inc. in the amount not to exceed \$50,000 for redistricting outreach services; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.9. Acceptance of 26 grant funded Wi-Fi hotspots with data plans for the Library's lending collection as well as three Chromebook laptops, valued at \$7,000, received from California State Library and Southern California Library Cooperative.

ACTION: 1) Accepted into the City's revenue budget \$7,000 in grant funds from California State Library and Southern California Library Cooperative into revenue account number 100.2001.45290.30183, General Fund - CARES Hotspots and Chromebooks Grant; and 2) Authorized the appropriation of \$7,000 in grant funds into expenditure account number 100.2004.55131.30183 - Furniture, Machinery, Equipment for General Fund - CARES Hotspots and Chromebooks Grant.

3.10. Appropriation of \$25,205 in designated continuing education funding received from the Rancho Santiago Community College District.

ACTION: 1) Accepted into the City's revenue budget \$25,205 in continuing education funds from Rancho Santiago Community College District into revenue account number 100.3023.48210.20234, General Fund - Santa Ana College Fire Training; and 2) Authorized the appropriation of \$25,205 into expenditure account number 100.3023.51840.20234, General Fund - Santa Ana College Fire Training.

3.11. Appropriation of \$21,000 in designated donation funding received from the Orange Public Library Foundation.

ACTION: 1) Accepted into the City's revenue budget a \$21,000 donation from Orange Public Library Foundation, into revenue account number 100.2001.48390.19322, General Fund - Orange Public Library Foundation; and 2) Authorized the appropriation of \$21,000 into expenditure account number 100.2004.55131.19322, General Fund - Orange Public Library Foundation.

3.12. Final Acceptance of Bid No. 189-22, Potable Water System SCADA & Controls Upgrades; and authorization to file Notice of Completion.

ACTION: Accepted Potable Water System SCADA & Controls Upgrades as complete; and authorized staff to file Notice of Completion with the County Recorder.

3.13. Claims for Damages.

ACTION: Denied the following claims and referred to City Attorney and Claims Adjuster:

1. Garry Steele
2. Karl Irish
3. Alondra Duran
4. Heirs and Estate of Alexander Arens
5. E.M. (minor)

3.14. Authorize purchase of two vehicles for the Orange Fire Department using a Cooperative Purchasing Agreement.

ACTION: Approved the purchase of two 2022 mid-sized utility vehicles from National Auto Fleet Group in the total amount of \$130,525.

3.15. Monthly Treasurer's Reports for April, May, and June 2021

ACTION: Received and filed.

3.16. Acceptance of electronically filed government claims to the City of Orange. Resolution No. 11347.

ACTION: Adopted Resolution No. 11347. A Resolution of the City Council of the City of Orange, authorizing the acceptance of electronically filed government claims to the City of Orange.

3.17. Resolution to approve tax exchange agreement with the City of Anaheim as part of a reorganization of city boundaries. Resolution No. 11349.

ACTION: Adopted Resolution No. 11349. A Resolution of the City Council of the City of Orange approving a property tax exchange agreement with the City of Anaheim regarding the stadium sliver reorganization No. RO 21-04 and determining said actions are exempt from the California Environmental Quality Act Pursuant to Section 15301 (Class 1, existing facilities).

Approval of the Consent Calendar

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco, to approve the Consent Calendar as presented. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

END OF CONSENT CALENDAR

4. REPORTS FROM MAYOR MURPHY

4.1. Resolution supporting the Gypsum Canyon Veterans Cemetery Location.

Public Speakers

The following spoke in support of adopting the resolution in support of the Veterans cemetery location:

Orange County Supervisor Don Wagner, Bill Cook, Bobby McDonald, Ronald Bengochea, Nick Berardino, and Jose Guevara from Congressman Lou Correa's office.

A motion was made by Councilmember Tavoularis, seconded by Councilmember Barrios, to adopt Resolution No. 11351. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Resolution No. 11351. A Resolution of the City Council of the City of Orange supporting the Orange County Veterans Cemetery in Anaheim Hills, and encouraging federal, state, and local government support for this much needed project.

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Gutierrez and Barrios)

Councilmember Gutierrez highlighted the following local businesses: Palm Market and El Presidente Market.

Councilmember Barrios highlighted the following local business: Rekindle Cafe.

5.2. League of California Cities and Southern California Association of Governments (Monaco)

Council discussed the merits of the City becoming members of the League of California Cities and Southern California Association of Governments. It was Council consensus to direct staff to pay for membership dues for both organizations.

5.3. Merrill's Marauders (Gutierrez)

Councilmember Gutierrez requested a plaque be placed at El Modena Park honoring Orange resident Private Charles Rodriguez who served in the Army's Merrill's Marauders from 1942-1945. Merrill's Marauders were awarded the Congressional Gold Medal last year. Council directed staff to bring back a report outlining appropriate suggestions for recognizing Private Rodriguez, and suggested staff solicit feedback from local Veterans organizations as well.

6. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS

6.1. Consider appointments to City Boards, Committees, and Commissions.

Mayor Murphy made the following recommendations for appointments:

Audit Committee

- o Jordan Prell with a term expiring June 30, 2023

Library Board of Trustees

- o Joseph Valencia with a term expiring June 30, 2024

Planning Commission

- o Jonathan Trapesonian with a term expiring June 30, 2023

Councilmember Barrios requested Council discuss Item 7.7 before making appointments to the Planning Commission. The majority of Council dissented; therefore, the recommendations were bifurcated into three separate motions.

A motion was made by Councilmember Dumitru, seconded by Councilmember Barrios, to appoint Jordan Prell to the Audit Committee with a term expiring June 30, 2023. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy
Noes: None
Absent: None

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Dumitru, to appoint Joseph Valencia to the Library Board of Trustees with a term expiring June 30, 2024. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy
Noes: None
Absent: None

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco, to appoint Jonathan Trapsonian to the Planning Commission to fill an unexpired term ending June 30, 2023. The motion carried by the following vote:

Ayes: Nichols, Monaco, Dumitru, Tavoularis, and Murphy
Noes: Barrios
Absent: None
Abstain: Gutierrez

7. ADMINISTRATIVE REPORTS

7.1. Orange Plaza Paseo long-term plan and Streetscape Program.

Interim Community Development Director Susan Galvan presented the staff report outlining design standards and suggested permit fees. OCTA informed staff that the initial permit for closure of Glasell St. was granted under an administrative process. Should Glasell be opened and closed again for any amount of time, the temporary permit would be terminated requiring the City to request a new permit from the OCTA Board. Therefore, City staff adopted the recommendation of OCTA staff that Glassell St. remain closed until the Council decides on a long-term plan for the Paseo.

Public Speakers

Sue Vaurs spoke in opposition of the Paseo reopening after the International Street Fair.

Adam Duberstein, Respect Orange, spoke in opposition of the Paseo reopening.

Theodor Albert spoke in opposition of the Paseo reopening.

Tony Trabucco, OTPA, spoke in support of the CEQA study; however, in opposition of the Paseo remaining open until after CEQA has been completed.

Patricia Lee spoke in opposition of the Paseo reopening.

Written Public Comments

Chris Glos emailed in support of a thorough analysis of the Paseo's potential impact on the Historic District and surrounding community.

Robert Eames emailed in opposition of the Paseo reopening.

Daniel Ortiz emailed in support of keeping the Paseo open.

Matin Sharifinejad emailed in opposition of the Paseo reopening.

Guy Hinrichs emailed in opposition of the Paseo reopening.

Richard Burns emailed alternative options for allowing the Paseo to operate while keeping Glassell open to traffic.

Bob Dischner emailed requesting changes be made to the barricades if the Paseo is to

remain open.

Ron Hoffer emailed in support of keeping the Paseo open.

Robert Sallinger emailed in opposition of the Paseo reopening.

During discussion, staff clarified the initial street closure permit was issued administratively by OCTA staff. In addition, City staff answered Council's questions regarding bus routes, the local emergency order expiring in early September, and potential code violations.

Councilmember Barrios requested taking the recommended actions separately as she does not support the temporary Paseo.

RECESS: The City Council recessed at 9:38 p.m. and reconvened at 9:48 p.m. with all members present.

Council clarified that the Paseo would come back within a week after the Street Fair instead of three weeks after the fair as voted upon at the July 13 meeting.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco to approve staff's recommendations as presented. Councilmember Barrios requested an amendment removing the temporary Paseo from the motion providing the residents a respite for a month or two before bringing the Paseo back.

Mayor pro tem Nichols declined the amendment stating that she understands by closing the Paseo and opening up Glassell St., OCTA would terminate the City's current permit. She wants the City to continue having something in place to assist local businesses, and does not wish to delay the reopening of the Paseo for a few months.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco, to: 1) Receive and file report; 2) Make a finding that the temporary Paseo, as a project, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15304 (e) of the State CEQA Guidelines; 3) Direct staff to initiate the process to perform an environmental review and provide design guidelines of a seasonal Paseo; and 4) Authorize the City Manager to approve agreements related to the Paseo study on behalf of the City Council. The motion carried by the following vote:

Ayes: Nichols, Monaco, Dumitru, Tavoularis, and Murphy

Noes: Barrios, and Gutierrez

Absent: None

After further discussion, City Manager Otto requested clarification regarding the restaurants and businesses on the 100 and 200 blocks of Chapman Avenue currently within the Paseo. Staff was directed to allow those businesses to continue operating within the temporary Paseo as is.

7.2. Agreement with Fehr and Peers to perform Old Towne Orange Parking Study.Public Speaker

Adam Duberstein asked for clarification on how the traffic study could be conducted with the current street closures.

City Traffic Engineer Larry Tay explained that staff discussed the viability of the traffic study with the consultant and determined that by looking at land use data and documented industry statistics, the consultant could still compile a reasonably accurate study.

In response to Council's questions, staff confirmed attempts have been made in the past to implement a business improvement district without consensus support from the property owners at that time. The last attempt was ten years ago.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Tavoularis, to: 1) Approve the contract with Fehr and Peers in the amount of \$92,840 for preparation of the Old Towne Parking Study; and authorize the Mayor and City Clerk to execute on behalf of the City; and 2) Authorize the transfer of \$92,840 from expenditure account number 952.9810.56020.20247, CITY TRF: NW & SW Merged 2003 Taxable Bonds- SAORA Capital Projects, to expenditure account number 952.9810.51670.20488, CITY TRF: NW & SW Merged 2003 Taxable Bonds - Old Towne Parking Study. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

(Items 7.3 and 7.4 were heard concurrently)

7.3. Resolution authorizing the CSCDA Community Improvement Authority to issue bonds to acquire the Cameo Apartments at 1055 West Town and Country Road and Garrison Apartments at 1725 West Katella Avenue to provide workforce housing.Written Public Comments

Cesar Covarrubia, The Kennedy Commission, emailed encouraging Council to prioritize needs for extremely low, very low, and low-income housing units.

A motion was made by Councilmember Monaco, seconded by Mayor pro tem Nichols, to adopt Resolution No.11345. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Resolution No.11345. A Resolution of the City Council of the City of Orange approving, authorizing and directing execution of a joint exercise of powers agreement relating to the CSCDA Community Improvement Authority, and the form of a Public Benefit Agreement, and approving the issuance of revenue bonds by said authority for the purpose of financing the acquisition, construction or improvement of projects listed herein.

7.4. Resolution authorizing the California Municipal Finance Authority Special Finance Agency XII to issue bonds to acquire the Allure Apartments at 3099 West Chapman Avenue to provide workforce housing.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Gutierrez, to adopt Resolution No.11346. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Resolution No.11346. A Resolution of the City Council of the City of Orange approving, authorizing, and directing execution of a joint exercise of powers agreement relating to the CMFA Special Finance Agency XII, and the form of a Public Benefit Agreement, and approving the issuance of revenue bonds by said agency for the purpose of financing the acquisition, construction or improvement of projects listed herein.

7.5. Resolution adopting a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way.

Written Public Comments

Sharon Myl, Verizon, emailed in support of the proposed wireless policy.

Aaron Shank, AT&T, emailed concerns with the proposed wireless policy.

Councilmember Dumitru requested a continuance to allow staff time to review the late correspondence received from AT&T.

A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to continue Item 7.5 to a date uncertain. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

7.6. Tentative timeline and hearing schedule necessary for redistricting, as a result of the 2020 U.S. Census.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco, to receive and file proposed timeline and hearing schedule for redistricting the City Council election district boundaries as a result of the 2020 U.S. Census demographic data. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

(Items 10.1 and 10.2 were re-ordered to be heard before Item 7.7)

10. PUBLIC HEARINGS

10.1. Public Hearing to consider a comprehensive Citywide Parking Code update and related administrative revisions.

Senior Planner Chad Ortlieb provided the staff report and answered Council's questions regarding tandem parking.

Mayor Murphy opened the Public Hearing at 10:36 p.m.

Public Speaker

Adrienne Gladson spoke in opposition of approving the ordinance.

Mayor Murphy closed the Public Hearing at 10:40 p.m.

A motion was made by Councilmember Dumitru, seconded by Councilmember Monaco, to Introduce and conduct First Reading of Ordinance No. 12-21. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Ordinance No. 12-21. An Ordinance of the City Council of the City of Orange amending Title 17 of the Orange Municipal Code (Zoning Code) to add definitions, update code references, and amend Chapter 17.34 relating to off-street parking and loading.

10.2. Public Hearing to consider Appeal No. 0556-21, Nexx Burger, 2940 E. Chapman Avenue.

Councilmember Gutierrez recused herself due to a potential conflict involving a personal relationship with the appellant and left the dais at 10:46 p.m.

Mayor Murphy opened the Public Hearing at 10:52 p.m.

Public Speakers

Adrienne Gladson, appellant, disclosed that she met with three of the Councilmembers; and spoke in favor of approving the appeal.

Darian Radac, Novum Architecture, representing the applicant, spoke in support of the project and in support of denying the appeal. The applicant was agreeable to a suggested added condition by Council clarifying that a Certificate of Occupancy would not be issued prior to the final adoption of a parking ordinance codifying the parking standard applied to the approval of the project.

Chip Krueger stated he lives near the proposed project and advised the Council that he is currently working with staff and the applicant to have a higher wall built adjacent to his property.

Written Public Comments

Veronica Rosales emailed in opposition of the project and in support of approving the appeal.

Dave Simpson emailed in support of denying the appeal.

In addition, correspondence from Adrienne Gladson and John Olsen was received prior to the agenda being issued.

Mayor Murphy closed the Public Hearing at 11:45 p.m.

During discussion, Council directed staff to refund the appellant's appeal fee contingent upon signing a release of liability due to the unique situation surrounding the project.

A motion was made by Mayor Murphy, seconded by Councilmember Monaco, to deny Appeal No. 0556-21. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Tavoularis, and Murphy

Noes: None

Absent: None

Recused: Gutierrez

Councilmember Gutierrez returned to the dais at 11:52 p.m.

7.7. Membership of the Planning Commission.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Gutierrez, to continue Item 7.7 to the next Regular City Council meeting on September 14, 2021. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

7.8. First Amendment to Employment Agreement with City Attorney Gary A. Sheatz.

Councilmembers Barrios and Gutierrez disclosed that they were not able to properly evaluate City Attorney Sheatz; and would abstain from voting on this item.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Monaco, to approve First Amendment to Employment Agreement with City Attorney Gary A. Sheatz; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

Ayes: Nichols, Monaco, Dumitru, Tavoularis, and Murphy

Noes: None

Absent: None

Abstain: Barrios, and Gutierrez

8. REPORTS FROM CITY MANAGER

None

9. LEGAL AFFAIRS

9.1. Introduction and First Reading of Ordinance No. 14-21 amending various sections in Title 2 of the Orange Municipal Code.

A motion was made by Mayor pro tem Nichols, seconded by Mayor Murphy, to Introduce and conduct First Reading of Ordinance No. 14-21. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Ordinance No. 14-21. An Ordinance of the City Council of the City of Orange amending various sections in Title 2 of the Orange Municipal Code related to the administration

and personnel of the City.

9.2. Second Reading and adoption of an Ordinance relating to City Council reimbursement for actual and necessary expenses incurred in the performance of their official duties. Ordinance No. 09-21.

A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to adopt Ordinance No. 09-21. The motion carried by the following vote:

Ayes: Nichols, Monaco, Dumitru, Gutierrez, and Tavoularis

Noes: Barrios, and Murphy

Absent: None

Ordinance No. 09-21. An Ordinance of the City Council of the City of Orange amending Title 2 of the Orange Municipal Code adding Chapter 2.07, relating to City Council reimbursement for actual and necessary expenses incurred in the performance of their official duties.

9.3. Second Reading and adoption of an Ordinance relating to City Council Compensation. Ordinance No. 10-21.

A motion was made by Councilmember Dumitru, seconded by Councilmember Tavoularis, to adopt Ordinance No. 10-21. The motion carried by the following vote:

Ayes: Monaco, Dumitru, Gutierrez, and Tavoularis

Noes: Nichols, Barrios, and Murphy

Absent: None

Ordinance No. 10-21. An Ordinance of the City Council of the City of Orange amending Title 2, Chapter 2.08 of the Orange Municipal Code relating to City Council compensation.

10. PUBLIC HEARINGS

10.3. Public Hearing to consider implementing state mandated solid waste, organics, and construction and demolition debris waste disposal reductions and establishing fines and fees for violations thereof.

Councilmember Monaco recused himself due to a potential conflict with employment and left the meeting at 12:03 a.m.

Mayor Murphy opened the Public Hearing at 12:04 a.m.; there being no speakers, Mayor Murphy closed the Public Hearing at 12:06 a.m.

A motion was made by Mayor pro tem Nichols, seconded by Mayor Murphy, to: 1) Introduce and conduct First Reading of Ordinance No. 13-21; and 2) Adopt Resolution No. 11350. The motion carried by the following vote:

Ayes: Nichols, Barrios, Dumitru, Gutierrez, Tavoularis, and Murphy

Noes: None

Absent: None

Recused: Monaco

Ordinance No. 13-21. An Ordinance of the City Council of the City of Orange amending Title 8 of the Orange Municipal Code (Health and Safety) to delete Chapters 8.28 and 8.29 and add new Chapters 8.28, 8.29, 8.30, and 8.31 relating to solid,

organic, and construction and demolition debris waste disposal reduction.

Resolution No. 11350. A Resolution of the City Council of the City of Orange establishing fines for violations of solid, organic and construction and demolition waste disposal reduction ordinances, establishing fees for waste management plans, and authorizing the City Manager to develop procedures implementing these provisions.

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 12:08 a.m. to an Adjourned Regular meeting on Friday, August 20, 2021, at 5:00 p.m., for Closed Session, in the Council Chamber.

The next Regular City Council meeting will be held on Tuesday, September, 14, 2021, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m. if necessary.

PAMELA COLEMAN
CITY CLERK

MARK A. MURPHY
MAYOR

MINUTES - DRAFT

City of Orange

City Council

August 20, 2021

The City Council of the City of Orange, California convened on August 20, 2021, at 5:00 p.m. in an Adjourned Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. OPENING

Mayor Murphy called the meeting to order at 5:00 p.m.

1.1 ROLL CALL

Mayor pro tem Nichols joined the meeting at 6:45 p.m.

Present: Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy

Absent: None

2. PUBLIC COMMENTS

Written Public Comments

Danett Abbott-Wicker emailed in support of Mary's Kitchen.

Kimberly Bottomley emailed regarding County owned property.

David Casselman emailed in opposition of Councilmembers receiving compensation.

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:02 p.m. with all Members present, except Mayor pro tem Nichols who joined at 6:45 p.m., to discuss the following:

a. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b).

Title: City Manager

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

The meeting was adjourned at 7:01 p.m. to Saturday, August 21, 2021 at 8:00 a.m. in the Council Chamber.

PAMELA COLEMAN
CITY CLERK

MARK A. MURPHY
MAYOR

MINUTES - DRAFT

City of Orange

City Council

August 21, 2021

The City Council of the City of Orange, California convened on August 21, 2021, at 8:00 a.m. in an Adjourned Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING

Mayor Murphy called the meeting to order at 8:02 a.m.

1.1 ROLL CALL

Mayor pro tem Nichols and Councilmember Gutierrez joined the meeting at 9:15 a.m.

Present: Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy

Absent: None

2. PUBLIC COMMENTS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 8:03 a.m. with all Members present, except for Mayor pro tem Nichols and Councilmember Gutierrez who joined at 9:15 a.m., to discuss the following:

a. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b).

Title: City Manager

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:58 a.m. to an Adjourned Regular Meeting on Tuesday, September 7, 2021, at 5:00 p.m. for Closed Session, in the Council Chamber.

PAMELA COLEMAN
CITY CLERK

MARK A. MURPHY
MAYOR

MINUTES - DRAFT

City of Orange

City Council

September 07, 2021

DRAFT MINUTES – NOT AN
OFFICIAL RECORD UNTIL
APPROVED BY THE CITY COUNCIL

The City Council of the City of Orange, California convened on Tuesday, September 7, 2021, at 5:00 p.m. in an Adjourned Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. OPENING

Mayor Murphy called the meeting to order at 5:03 p.m.

1.1 ROLL CALL

Mayor pro tem Nichols joined the meeting at 5:04 p.m.

Present: Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy

Absent: None

2. PUBLIC COMMENTS

Written Public Comment

Jessie Lopez, City of Santa Ana Councilmember, emailed in support of Mary's Kitchen.

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:04 p.m. with all Members present to discuss the following:

a. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b).

Title: City Manager

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:15 p.m. The next Regular City Council meeting will be held on Tuesday, September 14, 2021, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m. if necessary.

PAMELA COLEMAN
CITY CLERK

MARK A. MURPHY
MAYOR



Agenda Item

City Council

Item #: 3.4.

9/14/2021

File #: 21-0440

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Agreement with Iteris, Inc. for Traffic Engineering Services for Tustin Avenue/Rose Drive Corridor Regional Traffic Signal Synchronization Program Project, and associated Cooperative Agreement between the City of Orange and the cities of Anaheim, Placentia, Santa Ana, Tustin, and Yorba Linda.

2. SUMMARY

The Professional Services Agreement authorizes Iteris, Inc. to provide traffic engineering services needed to comply with and implement the requirements of Tustin Avenue/Rose Drive Corridor, a Renewed Measure M2 Regional Traffic Signal Synchronization Program Project. The associated Cooperative Agreement provides the terms of participation and cost sharing with the partner Cities.

3. RECOMMENDED ACTION

1. Approve the agreement with Iteris, Inc. in the amount of \$1,076,341 for Traffic Engineering Services for Tustin Avenue/Rose Drive Corridor Project Implementation and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize \$107,634.10 (10%) of the contract amount for contingency purposes.
3. Approve the associated Cooperative agreement between the City of Orange and the cities of Anaheim, Placentia, Santa Ana, Tustin, and Yorba Linda and authorize the City Manager to execute on behalf of the City.
4. Authorize the appropriation of \$454,070 into expenditure account number 550.5031.56510.20425.

4. FISCAL IMPACT

The total net expenditure for this agreement, including 10% contingency, is \$114,675.93 and will be funded in Tustin Street Signal Synchronization (20425) through:

TSIP Citywide (287)	\$114,675.93
Reimbursable Capital Projects (550)	
Street Light/Signal Install-Tustin	947,180.08
Other Capital Outlay-Tustin St Sig (Other Agencies)	122,119.09
Reimbursement from Renewed Measure M2	(947,180.08)
Reimbursement from Partner Agencies	<u>(122,119.09)</u>

Total: \$114,675.93

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

6. DISCUSSION AND BACKGROUND

History

Tustin Street is a major traffic artery and significant commercial corridor in the City that is often used as an alternative to the 55 Freeway, to which it runs parallel. The facility extends south into the cities of Santa Ana and Tustin (as Tustin Avenue), and north into the cities of Anaheim, Placentia, and Yorba Linda (as Tustin Avenue or Rose Drive). Together, the 11 mile stretch of roadway comprises the Tustin/Rose Corridor. The Tustin/Rose Corridor contains 55 signalized intersections, almost half of which are located within the Orange city limits.

This corridor was last improved to optimize traffic signal synchronization in 2012. Since then, local and regional traffic volumes and patterns have evolved and now contribute to worsening congestion. In addition, a new generation of traffic signal technologies have emerged that, together with signal re-timing, can positively impact traffic flow.

Because the performance of this corridor is critical for mobility in Orange, staff had recommended the City lead a corridor-wide effort to pursue Orange County Transportation Authority (OCTA) funding for the traffic signal improvements and synchronization. In November 2019, Council approved Resolution No. 11196, nominating the Tustin Avenue/Rose Drive Corridor Regional Traffic Signal Synchronization Program Project (Tustin/Rose Corridor RTSSP Project) to OCTA for competitive Measure M2 funding. The Tustin/Rose Corridor RTSSP Project proposes traffic signal and communication equipment upgrades and the development and maintenance of optimized signal synchronization plans to best accommodate prevailing traffic patterns.

OCTA's Board of Directors awarded Measure M2 funding to the Tustin/Rose Corridor RTSSP Project for Fiscal Year 2021. The estimated cost of the project is approximately \$3.5M, of which \$2.8M (80%) would be contributed by OCTA, and the remaining \$690,590 (20%) match would be provided by participating agencies. The City's fair share would be \$236,520 while the other partner agencies would contribute \$454,070. The partner agency match is split between \$419,880 cash and \$34,190 of in-kind services, which is labor and materials commitments, in lieu of cash. Should the partner agencies fail to fulfill their in-kind match, they are obligated to pay an equivalent cash contribution.

Cooperative Agreement

The Cooperative Agreement between the cities of Orange, Anaheim, Placentia, Santa Ana, Tustin and Yorba Linda describes the duties, responsibilities, and funding obligations of all the participating agencies. The City of Orange will serve as the lead and implementing agency for this project. Staff will be coordinating with other partner agencies along the corridor, serving as the point of contact with OCTA, administering project funding, procuring and managing a qualified traffic engineering consultant to design and implement the project, bidding the project for construction, and submitting all required administrative reports. The Cooperative Agreement also authorizes the City to enter into a cooperative agreement with California Department of Transportation (Caltrans) on behalf of the partner agencies to coordinate implementation of project improvements and signal timing at the ten

Caltrans-managed intersections along the corridor. Participating agencies will be responsible for coordinating the installation of their elements during the course of the project and on-going maintenance and operation after the three-year grant period. Staff recommends approving the proposed Cooperative Agreement.

Procurement

As the implementing agency, City staff issued a request for proposals (RFP) for traffic engineering services related to the project on April 29, 2021, with a submittal deadline of May 27, 2021. Four consultants submitted their proposals for consideration, all demonstrating qualified experience with similar RTSSP projects.

A four-member selection committee was assembled, comprised of three City of Orange staff members and one representative from OCTA. Each committee member evaluated the consultants' proposals based on the following criteria:

- | | |
|---|-----------------------------|
| -Project team and availability | -Experience |
| -Technical expertise and qualifications | -Understanding and approach |
| -Schedule | -Responsiveness to proposal |
| -Cost | |

After evaluation of all proposals, the selection committee interviewed and ranked the top two firms as follows:

1. Iteris, Inc.
2. ADVANTEC Consulting Engineers, Inc.

Iteris, Inc. (Iteris) consistently demonstrated their capability in executing projects similar to the Tustin/Rose Corridor through both their proposal and presentation. With their extensive experience successfully managing RTSSP projects and familiarity with OCTA's Comprehensive Transportation Funding Programs requirements, the committee determined Iteris' team would be best suited to support the City in administering the project.

If approved, the awarded contract amount would be \$1,076,341 plus a 10% contingency of \$107,634.10, totaling \$1,183,975.10. Iteris' cost proposal falls within project's estimates for traffic engineering services which include, but is not limited to: project management and administration, inter-agency coordination, data collection and traffic studies, development of signal synchronization plans and charts, design of traffic signal improvements, and preparation of comprehensive project reports for each phase of the project. Staff recommends approving the proposed agreement with the top-ranked Iteris.

7. ATTACHMENTS

- Professional Services Agreement
- Cooperative Agreement



Agenda Item

City Council

Item #: 3.4.

9/14/2021

File #: 21-0440

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THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

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7. ATTACHMENTS

- Professional Services Agreement
- Cooperative Agreement

PROFESSIONAL SERVICES AGREEMENT
[Traffic Engineering Services – RFP 20-21.40]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ITERIS, INC., a Delaware corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE MILLION SEVENTY-SIX THOUSAND THREE HUNDRED FORTY-ONE DOLLARS and 00/100 (\$1,076,341.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City’s Project Manager. In anticipation of such contingencies, the sum of ONE HUNDRED SEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS and 10/100 (\$107,634.10) has been

added to the total compensation of this Agreement. City's Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City's Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed ONE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS and 10/100 (\$1,183,975.10).

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred as set forth in Exhibit "A."

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work as agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **[Reserved]**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the

length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents

and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers’ compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability

insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City and its partner cities for the Tustin Avenue/Rose Drive Corridor Traffic Signal Synchronization Project (Cities of Anaheim, Placentia, Santa Ana, Tustin and Yorba Linda, collectively "Partner Cities"). No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City and Partner Cities, their officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City and Partner Cities are additional insureds. The minimum coverage required by Subsection 18.b and c, above, shall apply to City and Partner Cities as additional insureds. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City and Partner Cities shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Agreement, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not

change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
Attn.: Braulio Ramirez
Project Manager

Telephone: 949-270-9663
E-Mail: bxr@iteris.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: Larry Tay,
City Traffic Engineer

Telephone: 714-744-5534
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

ITERIS INC., a Delaware corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

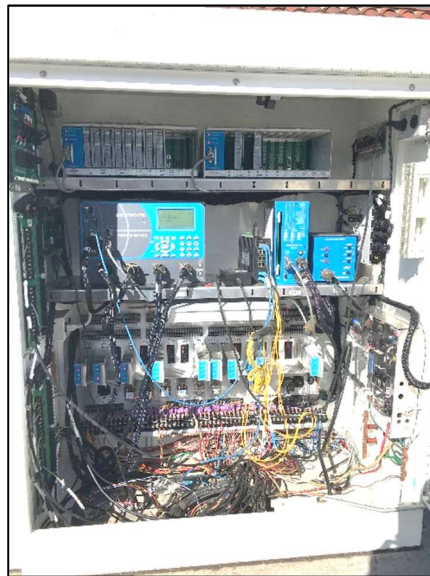
EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



REQUEST FOR PROPOSAL for TRAFFIC ENGINEERING SERVICES



**Regional Traffic Signal Synchronization Program Project
for Tustin Avenue – Rose Drive
from First Street, Tustin to Wabash Avenue, Yorba Linda**

CIP No. 20425

RFP 20-21.40

Request for Clarifications Due: May 13, 2021 by 2:00 P.M.

Proposal Due: May 27, 2021 by 2:00 P.M.

ADDENDUM 1: Issued May 19, 2021

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ATTACHMENTS

Insurance Checklist

Sample Contract Agreement

APPENDIX A

Map and List of Signalized Intersections included in the Tustin Avenue – Rose Drive Traffic Signal Synchronization Project

APPENDIX B

OCTA’s Fiscal Year 2020 Call for Projects: Regional Traffic Signal Synchronization Program/Project P for Tustin Avenue – Rose Drive Corridor Application

REQUEST FOR PROPOSAL FOR TRAFFIC ENGINEERING SERVICES

1. INTRODUCTION:

The Orange County Transportation Authority (OCTA) has awarded the City of Orange (City) and other participating agencies with Regional Traffic Signal Synchronization Program (RTSSP) Project P funding under the Measure M2 competitive program. This funding will provide improvements along the Tustin Avenue (known as Tustin Street in the City) – Rose Drive corridor from First Street in the City of Tustin to Wabash Avenue in the City of Yorba Linda (Project). The Project includes 54 signals over 11.4 miles.

The City of Orange will be the lead and implementing agency for the design and implementation of traffic signal and communication improvements and optimized traffic signal synchronization timing through the Project corridor. Other Partner Agencies on this Project include the cities of Tustin, Santa Ana, Anaheim, Placentia, and Yorba Linda. The California Department of Transportation (Caltrans) is not a fiscal participant but has offered support of the Project. A map and list of all intersections included in this Project is included in Appendix A.

The Project will consist of the Primary Implementation Phase and the Ongoing Monitoring and Maintenance Phase. The Primary Implementation Phase is anticipated to be completed within a period of one year and will consist of signal synchronization, signal infrastructure improvements, and a “Before” and “After” study report. The Ongoing Operation and Maintenance Phase is anticipated to be completed within a period of two years and will consist of monitoring, improving signal timing, addressing resident concerns, providing communications and detection support, and preparing a final Project report.

The City is requesting proposals for consulting services to develop and manage implementation of signal synchronization timing along the Project corridor. The professional services include any and all services required, to successfully deliver this Project in accordance with OCTA requirements. Related services include but are not limited to: Project management and coordination, traffic engineering design, traffic signal operations, traffic signal timing and coordination, “Before” and “After” studies, construction management, and providing ongoing monitoring and maintenance support services.

CIP No. 20425 – Tustin Avenue - Rose Drive Traffic Signal Synchronization Project

Prospective consultants are requested to read all sections of this proposal carefully. Proposers should note critical items such as minimum requirements, scope of services, proposal submittal dates and formats, and submittal instructions. Only the Request for Proposal document (RFP) received directly from the City shall be considered official, as the City must track RFP holders in the event an addendum is issued. To be eligible to submit for proposal, prospective consultants must email Ms. Gabrielle Hayes, ghayes@cityoforange.org, Senior Civil Engineer at the City of Orange, requesting to be added to the Proposer List. Any addendum issued will be provided to prospective consultants on the Proposer List. All proposers must acknowledge receipt of any addenda in the Cover Letter of their proposal. Failure to submit a Proposer List request to the City and/or acknowledge receipt of addenda in the submitted proposal will result in disqualification of the proposal. Hard copies are not available.

2. PROJECT BACKGROUND:

The Tustin Avenue – Rose Drive RTSSP Project is a rejuvenated project originally performed and funded by Measure M2 RTSSP in 2011. Since then, land uses along the corridor have changed, new developments have

sprouted and the original timing has decayed. The original project limits has been expanded, resulting in a total of six partnering agencies, plus the cooperation and support of Caltrans.

The Project limits follows the length of the Tustin Avenue to Rose Drive corridor, starting at the intersection of First Street in Tustin and ending at the intersection of Wabash Avenue in Yorba Linda. There are two intersections in the City of Tustin, six intersections within the City of Santa Ana, twenty intersections within the City of Orange, five intersections within the City of Anaheim, seven intersections within the City of Placentia, four intersections in the City of Yorba Linda and ten intersections maintained and operated by Caltrans.

SCOPE OF SERVICES

Consultant will perform budget analysis and scope refinement, as appropriate, over the course of the Project. The City developed conservative cost estimates for this Project, therefore, the expectation is there are opportunities for Project scope enhancement. The Consultant, in concurrence with all Participating Agencies, will identify opportunities for scope enhancement to maximize features and benefits the Project can deliver. This includes looking for Project cost savings and converting those savings to additional Project features.

3. PRIMARY IMPLEMENTATION SERVICES:

Task 1: Project Management

Project management will be ongoing throughout the duration of the Project in both the Primary Implementation Phase (Task 1A) and Ongoing Monitoring and Maintenance Phase (Task 1B). This task includes day-to-day Project management, such as meetings, progress reports, tracking of schedules, invoicing and overall administration of the Project. The Project management team will be comprised of City personnel, Partner Agency representatives and the selected Proposer.

Project management costs shall be split between the two Project phases. Project management for the Primary Implementation Phase is Task 1A and for Ongoing Monitoring and Maintenance Phase is Task 1B.

The following lists a minimum of what is required of Project management:

1. The selected Consultant for the Project shall prepare a detailed budget, schedule and estimates for all tasks, providing specific Project milestones for review and approval by the City. These items shall be detailed and include expected meetings, activities (by work task, whether performed by Consultant team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed Gantt chart for the Project tasks, and float time.
2. Consultant shall lead two Project Kick-Off Meetings with all applicable parties.
 - a. The first meeting will be to kick-off the Project with the City: establish communication channels and protocols, discuss the scope of work, schedule, and budget, gather available information, and obtain a thorough understanding of the goals for the Project. Specific topics to discuss include data collection needs, Traffic Signal Timing Optimization software programs, and construction considerations and required/optional procurement methodologies, intent of the original application and allowances or variants in design engineering, and Project schedule. Administrative items to be discussed will include contact persons and secondary contacts for different functions of the Project. Invoicing and reporting with explanations on how to provide monthly information on prime, sub-consultant, and vendor expenses on the invoice submittal will be discussed.
 - b. The second meeting will be with the Consultant, City, and Partner Agencies that have signaled intersections along the Project. The focus of this meeting shall be to identify specific goals and develop effective strategy to accomplish them. Consultant shall prepare an agenda to discuss critical tasks and schedule of work and a memorandum to document the Project goals and strategy. Data collection needs and requirements shall be outlined to the Partner Agencies. Consultant shall notify each agency of the type of work, and when the work is to be performed within that agency. Consultant shall notify each Partner Agency of any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates (PS&E) for new construction related to this Project, intersection timing charts, existing Synchro models, aerial photos, Average Daily Traffic (ADT) and Turning Movement Counts (TMC) data, etc.

3. Consultant shall organize and lead Project meetings as directed by City to include Consultant staff, City, Partner Agencies and other Project-related participants. The purpose of these meetings will be to ensure that proper input is being received and included in the work effort by Consultant and City.
 - a. Consultant shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by City to all relevant parties. These meetings will also serve to provide regarding specific issues of the effort, including facilitating the development of measures of effectiveness, and constructability reviews.
 - b. At a minimum, one meeting per month for the Primary Implementation Phase (Task 1A) should be scheduled and budgeted. Consultant shall evaluate Project needs and propose the appropriate discussion sessions to properly facilitate the Project. During the Ongoing Monitoring and Maintenance Phase (Task 1B), meetings shall be on an as-needed basis. Consultant shall anticipate at least one kick-off meeting for the Ongoing Monitoring and Maintenance phase to discuss scope and schedule.
 - c. Consultant will be responsible for documentation of all Project meetings with the City. Meeting minutes with action items shall be distributed within five (5) working days to all attendees.
4. Consultant shall attend and be an active presenter, as requested, at the OCTA-led OCTA Traffic Forum, updating the group on the effort, and its status. The Traffic Forum is a semi-annual forum envisioned to further communication and information exchange between OCTA and the local agencies regarding traffic signal synchronization and intelligent traffic system.
5. Consultant may be requested to prepare and present the Project at two public forum meetings for the City of Orange: City Council and/or Traffic Commission.
6. Consultant shall create and maintain a file-sharing portal that shall be used for all Project correspondence, file transfer, and schedule management. Platform shall be approved by the City prior to implementation. All email correspondence shall include the City as a recipient.
7. Consultant shall keep a running record of Project cost broken down by task and sub-task. Project costs attributed to each Partner Agency shall be identified, tracked and included in this cost record. This information may be requested by the City at any time. The Project cost record shall be actively maintained on the file-sharing portal for Project files.
8. Consultant shall also keep a running record of all scope changes and/or any deviations from awarded contract. This information will be used by the City to request for Scope Changes at the Semi-Annual Review (SAR). This information may be requested by the City at any time. The record of Project changes shall be actively maintained on the file-sharing portal for Project files.
9. Consultant shall submit monthly invoices in an acceptable format. Each invoice shall include a detailed progress report for the reporting month, all third-party invoices, schedule, and other backup documentation as requested by the City. Each invoice shall clearly identify the tasks worked on and percent complete. All costs accrued shall be broken down by task. All supporting documents for costs accrued shall be submitted as back-up. When applicable, the task, associated progress and costs shall be broken out and tracked by Partner Agency.
10. Consultant shall be familiar with all relevant OCTA Project delivery and documentation requirements, including, but not limited to Comprehensive Transportation Funding Programs (CTFP) Guidelines, Project P, and Measure M2. Consultant shall develop Project schedule to ensure satisfying Project delivery timelines; and advise City of all applicable OCTA requirements. Consultant shall prepare, coordinate, and submit all necessary reporting and close-out documentations in compliance with OCTA requirements on behalf of the City. The Consultant shall manage the Project to ensure the CTFP Guidelines and funding deadlines are met.

11. Consultant shall perform required coordination, including between Project team, lead agency, participating agencies, Caltrans and OCTA.
12. Consultant shall coordinate with Caltrans for execution of cooperative agreements with Partner Agencies for implementation of Project improvements and signal synchronization at Caltrans operated intersections. Consultant shall refine scope and responsibility and coordinate Project efforts in the Caltrans operated intersections. Caltrans cooperative agreement fees will be paid by the City with proper documentation.
13. Consultant shall coordinate with City and Partner Agencies to verify all software preferences being used in the various tasks and deliverables, including software versions and compatibility for each agency.

Task 1 Deliverables:

1. Organize and lead Project Kick-off Meetings and prepare agendas and meeting materials.
2. Draft and Final Detailed budget and schedule.
3. Monthly progress reports, including detailed status of the work effort, outlook, issues/ solutions, and updated schedule shall be e-mailed to the City and Partner Agencies.
4. Attend all coordination meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes/minutes.
5. Attend OCTA Traffic Forum meetings (as requested) and prepare meeting materials, graphics, presentation aides, and notes.
6. Retain and provide electronic versions of all data files as directed by the City.
7. Prepare graphics and presentation aides required for all meetings.
8. All documents provided in electronic form should be those currently used by the City: Microsoft Office and PDF files.
9. All electronic data produced for the Project shall be provided on a flash drive.
10. Monthly invoices in a format acceptable to the City, shall include all third-party invoices and other supporting documentation as requested by the City.
11. All reporting and close-out documentations in compliance with OCTA requirements and any applicable regulatory agency.

Task 2: Data Collection

Consultant will collect data necessary to thoroughly understand existing traffic conditions in the study area, develop a concept of operations and develop optimal time-of-day traffic signal coordination plans for specific zones and traffic generators as applicable. At a minimum, Consultant shall collect the following data:

1. Consultant shall collect any existing timing charts/sheets, existing coordination plans, as-built/record drawings, aerial photos, maps, traffic collision data, and collision diagrams for the study intersections, if available. Consultant shall be responsible for any and all documentation reproduction, as necessary.
2. Consultant shall consult with the City and Partner Agencies on signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, change in clearance intervals, coordination preferred phase re-service, and ring-barrier logic, as well as the timing optimization software preference.
3. Consultant shall conduct seven-day 24-hour Average Daily Traffic (ADT) counts with vehicle classification

counts to determine heavy vehicle (Buses and Trucks) percentage information. The vehicle classification categories shall correspond to the latest Federal Highway Administration (FHWA) vehicle class categories. Include proposed peak period and durations for AM peak, mid-day peak, PM peak, and weekend peak. All count locations will be approved by the City and Partner Agencies prior to collection.

4. Consultant shall conduct weekday and weekend peak period intersection turning movement (ITM) counts at each and every one of the Project signalized intersections, including pedestrian and bicycle counts. ITM counts shall be conducted, with approval of City and Partner Agencies for week day and weekend peak periods. Peak periods can be estimated to last for two hours of each weekday peak period (AM, mid-day, and PM) and a single four-hour Saturday mid-day peak period. Consultant shall consult with Project team to determine if additional ITMs are necessary to account for special events and/or special generators.
5. All counts shall be summarized in Microsoft Excel format. Counts shall also be summarized in a Comma Separated Values (CSV) file in the Universal Traffic Data Format (UTDF) for direct volume import into Synchro (latest version) by peak period. Copies of the raw data count sheets shall also be provided.
6. Consultant shall field measure all advanced loops to the stop bar and compare to the latest California Manual of Uniform Traffic Control Devices (MUTCD) guidelines to calculate appropriate extension time. Submit all measurements and calculations in Microsoft Excel format to the City and Partner Agencies for review.
7. Consultant shall use the latest California MUTCD guidelines to field measure all crosswalks for all intersections. Submit all measurements and calculations in Microsoft Excel format to the City and Partner Agencies for review.
8. Consultant shall use the latest California MUTCD guidelines to measure and calculate bicycle timing for all movements. Submit all measurements in AutoCAD format and calculations in Microsoft Excel format to City and Partner Agencies for review.
9. Consultant shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the Project corridor or on intersecting corridors or streets that might affect the Project. The identification of these projects should be at minimum a list summarizing all improvements.
10. Consultant shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns; etc.

Task 2 Deliverables:

1. Prepare a report summarizing the findings of the data collection completed in Task 2. This report is to be incorporated in the Primary Implementation Project Report (Task 8).
2. Electronic versions of all data files, organized and compiled in a logical manner.

Task 3: Field Review and Plans, Specification and Estimates

Consultant shall identify and attribute Task 3 costs to each Partner Agency. For duration of Task 3, all costs shall be tracked accordingly. ~~City of Anaheim cost and scope for Task 3 are deletable.~~ **City of Anaheim Sub-Task 3.1**

ADD. 1

Field Review cost and scope shall be split between A) all field review tasks necessary to develop signal timing and B) all field review tasks necessary to design and implement equipment or infrastructure upgrades and improvements. Sub-Task 3.1B and Sub-Task 3.2 Plans, Specification and Estimates are deletable scope and costs. Sub-Task 3.1A will be required of Consultant in the event that Sub-Tasks 3.1B and 3.2 are deleted. See cost proposal instructions in Section 9 for more information.

Sub-Task 3.1 Field Review

Consultant will review any and all relevant information related to traffic signal operations and equipment, including the geometric layout, existing traffic signal equipment, and signal synchronization related infrastructure to identify any deficiencies for each intersection and along the Project corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, traffic signal control equipment, and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local agencies, and supplied aerial photos. Based on the initial assessment by the Partner Agencies and with their respective permission, Consultant shall inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. Key components of the Project corridor review shall include, at a minimum, the following:

1. Corridor lane configurations;
2. Existing street and lane geometries, curbs, bus turnouts, and medians;
3. Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, protective-permissive, etc.;
4. Crossing arterial coordination operations;
5. Crossing arterial or street with adjacent intersections;
6. All traffic control devices related to traffic signal operations at all Project intersections, approaches to cross streets, and along the Project corridor;
7. Traffic signal control device information, such as type of device, brand and make, and condition of equipment. Open each controller cabinet and take digital photos of all existing equipment. Intersection photographic documentation log of existing equipment condition shall be required;
8. Necessary configuration and parameters, such as advanced loop distances and detector channel assignments, for Automated Traffic Signal Performance Measures (ATSPM);
9. Existing controller and telemetry/interconnect equipment, if any. Note if to be reused;
10. Existing time-referencing setup, if any;
11. Existing Central Master Equipment;
12. Existing Field Master equipment or peer-to-peer operation, if any. Note if to be reused and modified, salvaged and/or new;
13. Note any deficiencies of traffic control equipment at each intersection; and
14. Note the maintenance condition or existence of the traffic signal equipment, controllers and synchronization related infrastructure.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, Consultant shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure and geometric layout, and provide recommendations towards solutions that may be implemented to correct such deficiencies.

Sub-Task 3.1 Deliverables:

1. Prepare a report summarizing the findings and recommendations of the field review completed in Sub-Task 3.1. This report is to be incorporated in the Primary Implementation Project Report (Task 8).
2. Electronic versions of all data files, organized and compiled in a logical manner.

Sub-Task 3.2 Plans, Specification and Estimate

Consultant shall prepare a set of plans, specification and estimate (PS&E) for the implementation of Project improvements to be accomplished through a competitive bid process. The specific improvements required as a part of this Project are outlined in the Project application to OCTA (Attachment B). The improvements include but are

not limited to: traffic signal controllers, controller cabinets, traffic signal improvements, communication equipment, Traffic Management Center (TMC) upgrades, Closed Circuit Television Cameras (CCTV) and Intelligent Transportation System (ITS) equipment and elements.

Consultant shall prepare one PS&E package, containing improvements for all Partner Agencies. The bid package shall be organized such that each agency's requirements, standards and specifications are incorporated. The bid package will be advertised by the City for construction. Consultant will ensure timely coordination and preparation of PS&E package to ensure City and Partner Agency review. A proposed construction timeline is provided in the next section, Tentative Project Schedule.

The Final Design PS&E package shall be completed on or before December 10, 2021.

As described in Task 7, Synchronization System Construction, Consultant shall provide Bid Support and Construction Engineering and Management services for the Project. Consultant shall produce final As-Built record drawings.

At a minimum, Consultant shall:

- Conduct all required utility research and coordination for Project, including ownership, information requests, preliminary notices and final notices. Consultant shall identify any required relocations.
- Survey existing conditions to locate existing improvements. Survey data collection should extend outside Project limits sufficiently to plot joins to existing improvements, verification of unimpeded intersection sight distance triangles, and others. All survey data shall be located in the California state plane horizontal coordinate system, North American Datum 1983 and North American Vertical Datum 1988 and their latest adjustments/epochs.
- Existing right-of-way limits and easements shall be identified and shown. Any required temporary construction easements shall be identified.
- Prepare and submit permit applications to each regulatory agency required for plan approvals. Permit application fees will be paid by the City with proper documentation.

Anticipated permits:

- Encroachment permit from Caltrans
- No-fee encroachment permits for work within each Partner Agency's right-of-way.

ADD. 1

- Coordinate with Southern California Edison (SCE) for design of new or upgraded services. SCE design and installation fees shall be paid **by the Consultant and reimbursed** by the City with proper documentation. Consultant shall coordinate to ensure any required fees have been paid in time for relevant construction activities to begin.
- Prepare PS&E package for 60%, 90% and Final level of design.
- Plans shall be prepared using owning Agency CAD standards and in the latest version of AutoCAD and Microstation software.
- Coordinate review of PS&E with each Partner Agency, within jurisdiction, at each level of design. All comments shall be tracked and addressed at each subsequent level of design.
- Comply with all laws, rules and regulations concerning environmental permitting.

Sub-Task 3.2 Deliverables

1. Utility coordination documents and records, including all letters of requests, responses, as-built drawings, utility logs, Preliminary and Final Notices.
2. All permit application submittals and final issued permits.
3. Plans, specifications and estimates for 60% and 90% level design, in both hard copy and electronic copy format. Copies of each level of design shall be provided to each Partner Agency.

4. SCE approved final plans for new or upgraded services and relevant invoices.
5. Review Comment and Resolution tracking log, in Excel format.
6. Original files of the PS&E for each level of design (60%, 90% and Final), including AutoCAD and Microstation files, Word and Excel files.
7. Any design and quantity calculations.
8. Final PS&E package, signed and stamped by a California Licensed Professional Engineer. Final PS&E package shall be in both electronic and hard copy. Electronic file shall be in PDF format. Hard copy shall include one full size (36"x24") set of plans, on mylar for City records. Hard copy specifications shall be GBC bound. Copies of Final design shall be provided to each Partner Agency.

Task 4: Corridor “Before” Study

Consultant shall conduct “Before” floating car travel runs prior to timing implementation. Between three (3) to five (5) runs shall be completed in each direction for each of the peak periods. For weekday timing plans, this includes AM, mid-day, and PM peak periods. For weekend timing plan, this includes Saturday mid-day peak period. The number of runs shall be consistent for both directions and time periods. Consultant shall notify and receive approval from City and Partner Agencies on number of runs to be accomplished prior to commencement of data collection.

Consultant will prepare a “Before” field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOEs shall include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) per the OCTA MOE, Corridor Synchronization Performance Index (CSPI). Other MOEs shall include fuel consumption reduction, pollution reduction, and other pertinent items. Consultant shall collect data or analytics from Partner Agencies with Automated Traffic Signal Performance Measures (ATSPM) as part of the “Before” study.

Consultant shall prepare two (2) synchronized videos of “Before” and “After” (Task 6) condition, one for AM peak and one for PM peak. The videos shall be synchronized to show side by side of the “Before” and “After” run. The videos are to be used by City and Partner Agencies for presentation purposes.

Task 4 Deliverables:

1. “Before” Study report. This report is to be incorporated in the Primary Implementation Project Report (Task 8).
2. Electronic versions of all data files, organized and compiled in a logical manner.

Task 5: Signal Timing Optimization and Implementation

Consultant shall develop synchronized timing for the AM peak, PM peak, mid-day peak, and weekend peak periods. Special generators such as schools and businesses along with cross street traffic, will be considered. Crossing arterial projects that have recently been timed shall be considered as part of the Project.

Sub-Task 5.1: Proposed Network Modeling

Consultant shall develop signal timing based on field observation of existing conditions and the data obtained from previous tasks. Synchro will be utilized to perform timing analysis and generate the network model. Existing coordination parameters will also be observed in network modeling to provide smooth progression at crossing arterial intersections.

Consultant shall develop network modeling timing plans for each period – AM peak period, midday peak period, PM peak period, and weekend peak period for City of Orange and Partner Agencies intersections. Evaluate the possibility of partitioning network into sub- systems. Provide cycle evaluation analysis for each time period and sub-system. Attempt to minimize impact to progression across sub-systems. Pedestrian and bicycle timings should be included in the optimized model. Consultant shall implement appropriate Macro/Micro search optimization steps based on the practices of each Participating Agency.

Consultant shall evaluate the signal timing and coordination parameters to optimize coordination timing using:

- Modified Phase Sequence Rotation
 - Lead/Lead
 - Lead/Lag
 - Leading and lagging the same phase within a given cycle (re-servicing)
- Harmonic cycling – double or half
- Other innovative techniques upon approval of the owning agency

The submittal will include electronic version for the City's and Partner Agencies' review and approval. Submit Draft Network Model and Cycle Evaluation three weeks after turning counts are approved by the relevant Partner Agency. Cycle Evaluation should be presented in table format for each peak period and sub-system. A re-submittal will be required within two weeks of the receipt of the relevant Partner Agency comments. Each Partner Agency will provide existing phasing configuration and timing parameters. For City of Orange and Partner Agencies locations, all time-space diagrams shall be optimized using Tru-Traffic.

Upon final approval of the network model, the timing plans shall be converted and organized in tables in accordance with NEMA phase and sequence. Submit two weeks after each Partner Agency approves the optimal cycle. A re-submittal with corrections will be required within two weeks of the receipt of Partner Agency's comments.

Consultant shall determine the versions of Synchro and Tru-Traffic that is compatible with all Partner Agencies.

Sub-Task 5.1 Deliverables:

1. Proposed Synchro with optimized timing parameters.
2. Proposed Tru-Traffic with optimized timing parameters.
3. Draft Network Modeling Technical Memorandum.
4. Final Network Modeling Technical Memorandum.

Sub-Task 5.2: New Timing Implementation

Consultant shall implement signal timing plans to coordinate the traffic signals on the Project corridor.

For all Project intersections, Consultant shall coordinate with each owning agency in the development and implementation of new timing plans.

For Caltrans locations, Consultant shall coordinate with Caltrans in the implementation of optimized timing plans.

Consultant shall implement approved timing plans at each Partner Agency's Traffic Management Center or at the local controller. Timing plan development should consider optimization of delay, progression saturation flow rate and lost time.

Consultant will contact and work with other Partner Agencies affected by the Project and will coordinate efforts with concurrent cross street projects to achieve mutually acceptable results.

Sub-Task 5.2 Deliverables:

1. Implementation-ready timing sheets summarizing optimized timing parameters and plans.

Sub-Task 5.3: Optimize Signal Timing

Consultant shall implement and fine-tune the timing plans. Consultant shall verify the implemented timing plans by performing field checks and keep City and Partner Agency staff informed in writing of the implementation progress.

Upon completion of Implementation Phase, Consultant shall incorporate all changes and re-submit Synchro files, Tru-Traffic files, timing plans and tables with final implemented data.

Sub-Task 5.3 Deliverables:

1. Final optimized Synchro files
2. Final optimized Tru-Traffic files

Task 6: Corridor “After” Study

Consultant shall conduct “After” floating car travel runs after timing implementation. Between three (3) to five (5) runs shall be completed in each direction for each of the peak periods. For weekday timing plans, this includes AM, mid-day, and PM peak periods. For weekend timing plan, this includes Saturday mid-day peak period. The number of runs shall be consistent for both directions and time periods. Consultant shall notify and receive approval from City and Partner Agencies on number of runs to be accomplished prior to commencement of data collection.

Consultant will conduct an “After” field study representative of the times and days for which synchronization plans will be developed. The “After” study must be conducted in the same manner and contain the same MOEs as the “Before” study described in Task 4 in order to evaluate the improvements of the synchronization plans. MOEs should be compiled for the optimized corridor using the floating car method. Consultant shall collect data or analytics from Partner Agencies with Automated Traffic Signal Performance Measures to complement both the before and after studies.

Consultant shall prepare two synchronized videos of “Before” (Task 4) and “After” condition, one for AM peak and one for PM peak. The videos shall be synchronized to show side by side of the “Before” and “After” run. The videos are to be used by City and Partner agencies for presentation purposes.

Task 6 Deliverables:

1. “After” Study report. This report is to be incorporated in the Primary Implementation Project Report (Task 8).
2. Electronic versions of all data files, organized and compiled in a logical manner.
3. Two (2) synchronized videos showing “Before” and “After” runs for AM and PM peaks.

Task 7: Synchronization System Construction

The timeline for Project construction is outlined in the following section, Tentative Project Schedule. Consultant is expected to provide bidding and construction management services. Such services include, but are not limited to, responding to Contractor questions and requests for information, redesign of Project plans due to unforeseen conditions, traffic control plans that may be required, and system integration support services. Task 7 costs shall be attributed to each Partner Agency and tracked accordingly. City of Anaheim cost and scope for Task 7 are deletable. See cost proposal instructions in Section 9 for more information.

Sub-Task 7.1: Bid Support

The Consultant shall provide assistance during the bidding phase, including, but not limited to, pre-proposal meetings, responding to requests for clarifications (RFCs), issuing addenda, and bid analyses.

Sub-Task 7.2: Construction Engineering and Management

Consultant shall provide professional construction management services, including inspection coordination, quality control, Critical Path Method (CPM) schedule management, utility coordination, and administration services during construction. Work shall be performed in accordance with City of Orange standards of practice.

Consultant shall respond to all requests for information (RFIs), review shop drawing and material submittals, plans, and any other Project related documents. Consultant shall assist the City with reviewing and negotiating proposed Construction Change Orders.

Consultant is expected to support the Project Construction Contractor with system integration (including, but not limited to installing/implementing and integrating all hardware and software) during the construction phase of the Project. Consultant is expected to coordinate with the Construction Contractor for installing and/or integrating new traffic signal controllers and cabinets, communication hardware, communication equipment, ITS equipment, etc.

During construction, each Partner Agency will provide construction inspection services for those components subject to that agency's inspection. Construction management services, at a minimum, include the following:

Construction Phase:

1. Arrange and conduct Pre-Construction meeting, inviting the Project Manager, Inspector, public utilities, private entities, general contractor and other Project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Coordinate construction inspection.
6. Investigate field problems affecting property owners and contractors.
7. Process, review and coordinate with City and Partner Agencies to approve contractor's submittals
8. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions.
9. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Conduct negotiations with contractors and resolve problems.
10. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
11. Review contractor submittals for extra or unforeseen work. Review potential Construction Change Orders (CCO) for accuracy and provide recommendation(s) to City staff for proper course of action and processing of CCOs.
12. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.
13. Assist City in coordinating services of other consultants that may be hired or selected for the Project.
14. Respond to contractor's requests for interpretation or clarification of meaning and intent of Project plans and specifications.

15. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
16. Track quantities of work completed for progress payments. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
17. Establish procedures and monitor contractor compliance with state prevailing wage regulations and requirements.
18. Assist City in preparing and processing reimbursements.
19. Maintain a complete Project filing system, including records of all changes and field notes. Filing system shall be in accordance with City procedures.

Post-Construction Phase:

1. Evaluate completion of work and recommend to City and Partner Agencies when work is ready for final inspection.
2. Conduct final inspection/walk through with agency staff.
3. Coordinate with Inspector final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Secure and provide neat and orderly material sheets, inspection reports,
6. Review and process contractor's request for final payment and release of retention.

Sub-Task 7.3: As-Built Records

At the conclusion of construction contract, produce As-Built record drawings in both electronic and hard copy format of all improvements. The electronic copy shall include both original file format (AutoCAD) and PDF. Hard copy shall include one full size (36"x24") set of plans, on mylar for City records and one set on bond paper. A copy of both formats (electronic and hard copy) shall be provided to each Partner Agency.

Task 7 Deliverables:

1. Response to RFCs, Addenda and Bid Analyses as a result of Bid Support.
2. Construction engineering and management records and files, including, but not limited to:
 - a. Pre-Construction meeting agenda and notes
 - b. Construction progress meeting minutes and notes
 - c. Submitted shop drawings and materials submittals and subsequent reviews and responses
 - d. Contractor correspondence
 - e. Contract change order requests, calculations, estimates and documentation
 - f. Compilation of all relevant inspection reports and photos
 - g. Tracking of quantities of work completed and progress payments records and calculations
 - h. Guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents
 - i. Electronic versions of all files, organized and compiled in a logical manner.
3. Final As-Built record drawings in both hard copy and electronic format; provided to each Partner Agency.

Task 8: Primary Implementation Project Report

Using the data, information and analyses gathered in the previous tasks, Consultant will develop a Primary Implementation Project Report. This report will provide an analysis of the "Before" and "After" studies for the

Project identifying signal coordination benefits. The report will be completed after the Primary Implementation is completed and will include the following:

- **Introduction/Project description:** a summary of the Project including the purpose, background, and objectives of the Project.
- **Data collection:** a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- **Traffic signal systems improvements:** a summary of the implemented traffic signal systems improvements by the Project.
- **Signal timing optimization:** a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- **Results:** the study will contain directional morning, mid-day, evening, and weekend peak periods using travel times, average speeds, green lights to red lights, stops per mile, and the derived Corridor Synchronization Performance Index (CSPI) metric. This information shall be collected both before and after any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- **Benefits to cost analysis:** Project benefits resulting from signal synchronization will be evaluated based on the “Before” and “After” study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, Greenhouse Gas (GHG) reduction, and a final benefit cost ratio.
- **Future signal corridor improvements:** recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.
- **Conclusion:** a summary of the “Before” and “After” study and its findings.

Task 8 Deliverables:

1. Primary Implementation Project Report.

4. ONGOING MONITORING AND MAINTENANCE SERVICES:

Task 1B: Ongoing Monitoring and Maintenance Project Management

Consultant shall provide continuous Project management for the duration of the Ongoing Monitoring and Maintenance Phase. Project management during this Phase, at a minimum, includes monthly status reports, tracking of schedules, invoicing, coordination between agencies and overall administration of the Project. Consultant shall provide Project close-out documentation, as needed, for completion of the project. See Task 1 Project Management in Section 3 of this RFP for additional description of Project management activities.

Task 9: Ongoing Monitoring and Maintenance

Consultant shall provide “on-call” signal timing support services for a period of 24 months following the complete closeout and all payments made for the Primary Implementation phase, to address any future adjustments that may be needed during this period. During this 24-month period, Consultant will be prepared to review any Project intersection requested within 24 hours of written notice, including observing and fine-tuning the signal timing. Consultant will also assist with resolving communications and detection issues along the corridor.

Sub-Task 9.1: Monitoring and Improving Optimized Signal Timing

Consultant will drive the length of the Project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. All drives shall be documented. Consultant shall collect data or analytics from Partner Agencies with ATSPM as part of monitoring and improving optimized signal timing.

Sub-Task 9.2: Communication and Detection Support

Consultant will coordinate with respective agencies to monitor, maintain, and repair communication and detection along for 54 signals for 24 months after signal timing is implemented along Project corridor.

Sub-Task 9.3: Ongoing Monitoring and Maintenance Memo

Consultant will prepare an Ongoing Monitoring and Maintenance (OMM) memorandum to summarize the Ongoing Monitoring and Maintenance phase, including details on when travel runs were conducted; issues and solutions throughout the phase; and recommendations for future improvements.

Task 9 Deliverables

1. Summary of drives completed and ATSPM data collected in Sub-Task 9.1 and resulting findings and adjustments on a monthly basis. A copy, limited to jurisdictional boundaries, shall also be sent to each Partner Agency.
2. Draft and final OMM memorandum.
3. Electronic versions of all files, organized and compiled in a logical manner.

5. MISCELLANEOUS

Selected Consultant shall provide insurance documents per the attached checklist prior to contract award. Consultant shall ensure insurance companies used are admitted to conduct insurance business along the lines of insurance supplied in the State of California and have a Best Guide rating of Grade A or better and Class VII or better.

ADD. 1 The City shall coordinate, prepare and execute a cooperative agreement with Caltrans for the ten Caltrans operated signals along the Project corridor. Consultant shall **assist the City with execution of Caltrans cooperative agreement, including but not limited to coordination and scope refinement.**

The City recognizes that the Consultant in their preparation of a response to this RFP may have other ideas to improve the efficiency, safety, cost effectiveness or resiliency of the project beyond what is outlined in this RFP. Based on the Project understanding and goals, the Consultant may provide optional tasks that will enhance the performance and delivery of the project in the most efficient and effective manner. Optional tasks presented by the Consultant shall be cognizant of the overall project schedule and budget. For every optional task, the Consultant shall provide an explanation of additional enhancement, efficiency or cost savings to the Project along with a detailed scope of work, timeline, estimated not-to-exceed cost for each item, and deliverables.

Additional work items are not required, and thus a Consultant will not be penalized for not proposing any optional tasks.

TENTATIVE PROJECT SCHEDULE

Project Start Date: August 16, 2021

Project End Date: December 31, 2024

Primary Implementation*

Task	Start Date	End Date
Task 1: Project Administration	August 16, 2021	December 31, 2024
Task 2: Data Collection	September 1, 2021	October 31, 2021
Task 3: Field Review and Plans, Specifications, and Estimates	August 16, 2021	December 10, 2021
Task 7: Synchronization System Construction	January 1, 2022	September 30, 2022
Task 4: Corridor "Before" Study	October 1, 2022	October 14, 2022
Task 5: Signal Timing Optimization and Implementation	October 14, 2021	November 14, 2022
Task 6: Corridor "After" Study	November 14, 2022	November 30, 2022
Task 8: Primary Implementation Project Report	December 16, 2022	December 16, 2022

*Primary Implementation schedule accounts for a six month administrative delay.

Task 7: Synchronization System Construction Schedule

Task	Date
Council Authorize Bid	January 11 2022
City Advertise Project (3 Weeks)	January 13, 2022
Bid Opening	February 3, 2022
Contract Award and Execution	March 8, 2022
Pre-Construction Meeting	March 28, 2022
Construction Completion	September 30, 2022

Ongoing Monitoring and Maintenance

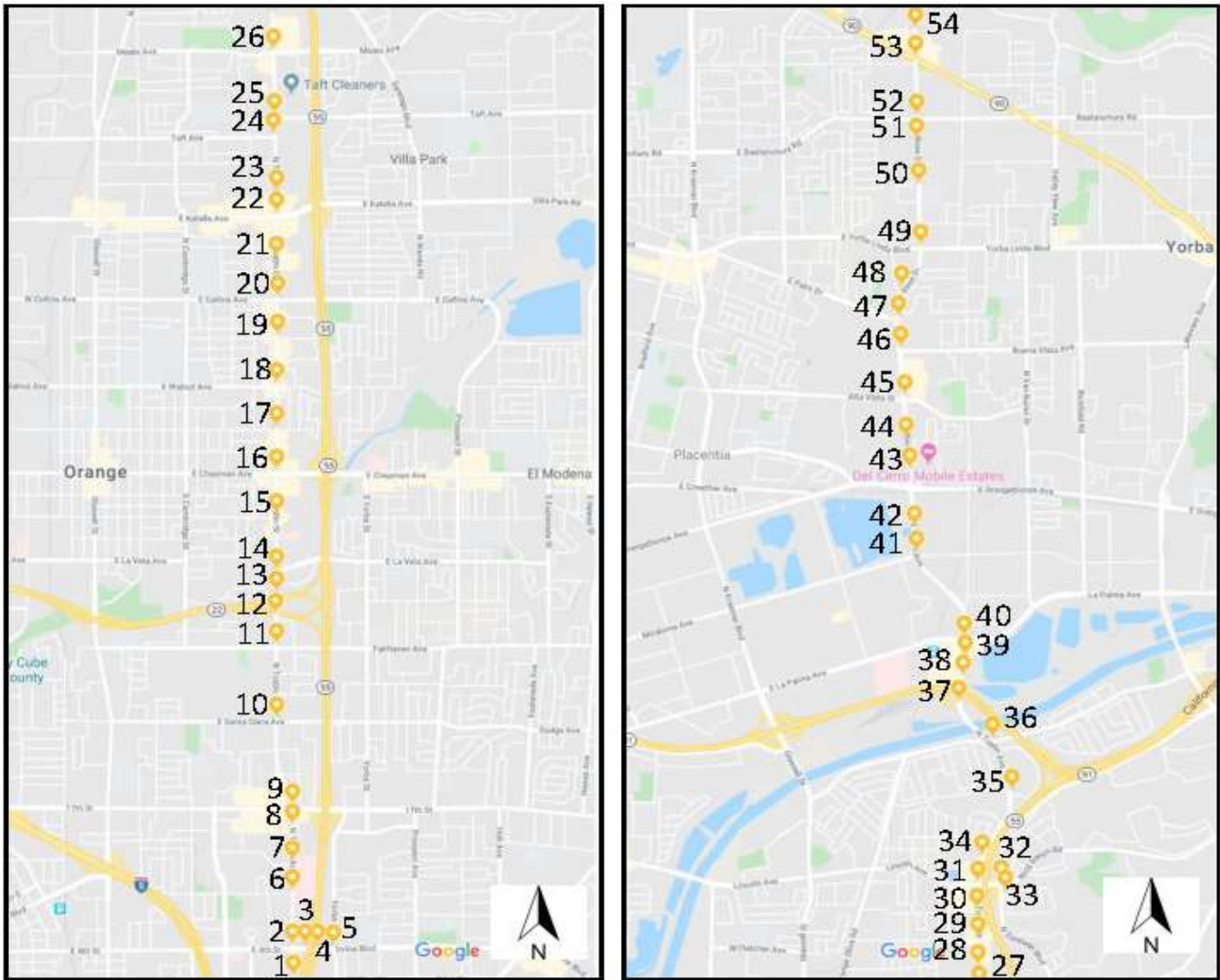
Task	Start Date	End Date
Sub-Task 9.1: Monitoring and Improving Optimized Signal Timing	January 1, 2023	December 31, 2024
Sub-Task 9.2: Communications and Detection Support	January 1, 2023	December 31, 2024
Sub-Task 9.3: OMM Memo	January 1, 2023	December 31, 2024

APPENDIX A

Map and List of Signalized Intersections included in the
Tustin Avenue – Rose Drive Traffic Signal Synchronization Project

Map of Project Corridor

The proposed Project will synchronize Tustin Avenue/Rose Drive corridor from First Street in Santa Ana to Wabash Avenue in Yorba Linda. The Project includes 54 signals over 11.4 miles.



List of Signalized Intersections included in Project

No.	Agency	Intersection on Tustin Avenue@	No.	Agency	Intersection on Tustin Avenue@
1	Tustin	First Street	30	Orange	SR-55 S/B On Ramp
2	Santa Ana	Fourth Street	31	Orange	Lincoln Avenue/Nohl Ranch Road
3	Caltrans	Fourth Street SR-55 S/B Ramps	32	Caltrans	Nohl Ranch Road @ Santiago Blvd
4	Caltrans	Fourth Street SR-55 N/B Ramps	33	Caltrans	Santiago Blvd @ N/B SR-55 Ramp Vista Park
5	Tustin	Irvine Boulevard @ Yorba Street	No.	Agency	Intersection on Tustin Avenue@
6	Santa Ana	Fruit Street	34	Caltrans	SR-55 S/B Off Ramp
7	Santa Ana	Wellington Avenue	35	Orange	Santa Ana Canyon Road
8	Santa Ana	entre on Seventeenth/Tustin Centr	36	Anaheim	Riverdale Avenue
9	Santa Ana	Seventeenth Street	37	Anaheim	SR-91 E/B Ramps
10	Santa Ana	Santa Clara Avenue	38	Anaheim	SR-91 W/B Ramps
11	Orange	Fairhaven Avenue	39	Anaheim	Pacificcenter Drive
12	Caltrans	SR-22 E/B Ramp - Seba Avenue	40	Anaheim	La Palma Avenue
13	Caltrans	SR-22 W/B Ramp	41	Anaheim	Mira Loma Avenue
14	Orange	La Veta Avenue/Rock Creek	42	Anaheim	Auto Exchange
15	Orange	Palmyra Avenue	No.	Agency	Intersection on Rose Drive @
16	Orange	Chapman Avenue	43	Placentia	Del Cerro (Orangethorpe Grade Sep)
17	Orange	Palm Avenue	44	Placentia	Castner Drive
18	Orange	Walnut Avenue	45	Placentia	Alta Vista Street
19	Orange	Mayfair Avenue	46	Placentia	Buena Vista Avenue
20	Orange	Collins Avenue	47	Placentia	Palm Drive
21	Orange	Quincy Avenue	48	Placentia	Linda Vista Street/Valpariso Way
22	Orange	Katella Avenue	49	Placentia	Yorba Linda Boulevard
23	Orange	Van Owen Avenue/Toyota Way	50	Yorba Linda	School Ped Signal
24	Orange	Taft Avenue	51	Yorba Linda	Equestrian Signal/Ped Signal
25	Orange	Taft Avenue/Briardale	52	Yorba Linda	Bastanchury Road
26	Orange	Meats Avenue	53	Caltrans	Imperial Highway
27	Orange	East Village Way	54	Yorba Linda	Wabash Avenue
28	Orange	Village Town Center			
29	Orange	Heim Avenue			

*
*

*SR-91 ramp intersections in Anaheim maintained and operated by Caltrans

APPENDIX B

OCTA's Fiscal Year 2020 Call for Projects: Regional Traffic Signal Synchronization Program/Project P for
Tustin Avenue – Rose Drive Corridor Application

FY 2020 Call for Projects

Regional Traffic Signal Synchronization Program

Project P

Supplemental Application

Tustin Avenue/Rose Drive

10/27/2019

Revision 2: 4/15/2021

Project Overview

Length of Corridor (mi): 11.4

Number of signals: 54

Total Project Cost: **\$3,452,950.00**

M2 funds requested: **\$2,762,360.00**

Total Match: **\$690,590.00**

Cash Match: **\$656,400.00**

In-kind Match: **\$34,190.00**

Participating agencies: Anaheim, Orange (City), Placentia,
Santa Ana, Tustin, Yorba Linda

Applicant Agency: City of Orange

Contact Name: Larry Tay

Contact Number: 714-744-5534

Contact Email: ltay@cityoforange.org

TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019

Project P Regional Traffic Signal Synchronization Program Application Checklist

Project P Application Checklist		Page	Rev2 Page:
RTSSP Online Application – submitted through OCFundTracker			
1. Vehicle Miles Traveled			
2. Benefic Cost Ratio			
3. Project Characteristics			
4. Transportation Significance			
5. Maintenance of Effort			
6. Project Scale			
7. Number of Jurisdictions			
8. Current Project Readiness			
9. Funding Over-Match			
10. Cabinet photos, equipment specifications, as-built drawings, cabinet drawings, etc. (if OCTA-Led)			
Section 1: Key Technical Information			
a. Project Corridor Limits		1	1
b. Designation of the corridor to synchronize: Signal Synchronization Network corridor or Master Plan of Arterial Highways corridor		1	2
c. Project start date and end date, including any commitment to operate signal synchronization beyond the three year grant period		1	2
d. Signalized intersections that are part of the project		1	2
e. Traffic Forum members		1	2
Section 2: Lead agency		2	3
Section 3: Resolutions of support from the project’s Traffic Forum members		3	4
Section 4: Preliminary plans for the proposed project by task (detail below)			
The plans shall include details about both phases of the project: <u>Primary Implementation (PI)</u> and the <u>Ongoing Maintenance and Operations (O & M)</u> . The plan should be organized using the following setup.			
Primary Implementation shall include details about the following:			
Task 1: Project Administration (required)		Pg. 4-5	5-6
Task 2: Data Collection (required)			
Task 3: Field Review and Plans Specifications and Estimates (required)			
Task 4: Corridor "Before" Study (required)			
Task 5: Signal Timing Optimization and Implementation (required)			
Task 6: Corridor "After" Study (required)			
Task 7: Synchronization System Construction (required)			
Task 8: Project Report (required)			
Task 9: On-going Operations and Maintenance (required)			
Ongoing Maintenance and Operations (O&M) will begin after the <u>Primary Implementation</u> of the project is completed. It shall include details about the following:			
a. Monitoring and improving optimized signal timing (required)		Pg. 6	6
b. Communications and detection support (optional)			
c. O&M Final Memorandum (required)			
Section 5: Funding Needs/Costs for Proposed Project by Task		Pg. 6	7-8
a. Table I: Summary of Improvements		Pg. 7	9
b. Table II: Detailed Improvement Breakdown		Pg. 8	10-15
Section 6: Project schedule for the 3 year grant period by task		Pg. 9	16
Section 7: Matching funds		Pg. 10	17-18
Section 8: Environmental clearances and other permits		Pg. 11	19
Section 9: Calculations used to develop selection criteria inputs		Pg. 11-12	19-20
Section 10: Any additional information deemed relevant by the applicant		Pg. 13	21-23
Appendices		Pg. 14	

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

SECTION 1: KEY TECHNICAL INFORMATION

- a. The proposed project will synchronize Tustin Avenue/Rose Drive corridor from First Street in Santa Ana to Wabash Avenue in Yorba Linda. The project includes fifty-four (54) signals over eleven and four tenths (11.4) miles. **Figure 1** shows a map of the project area.

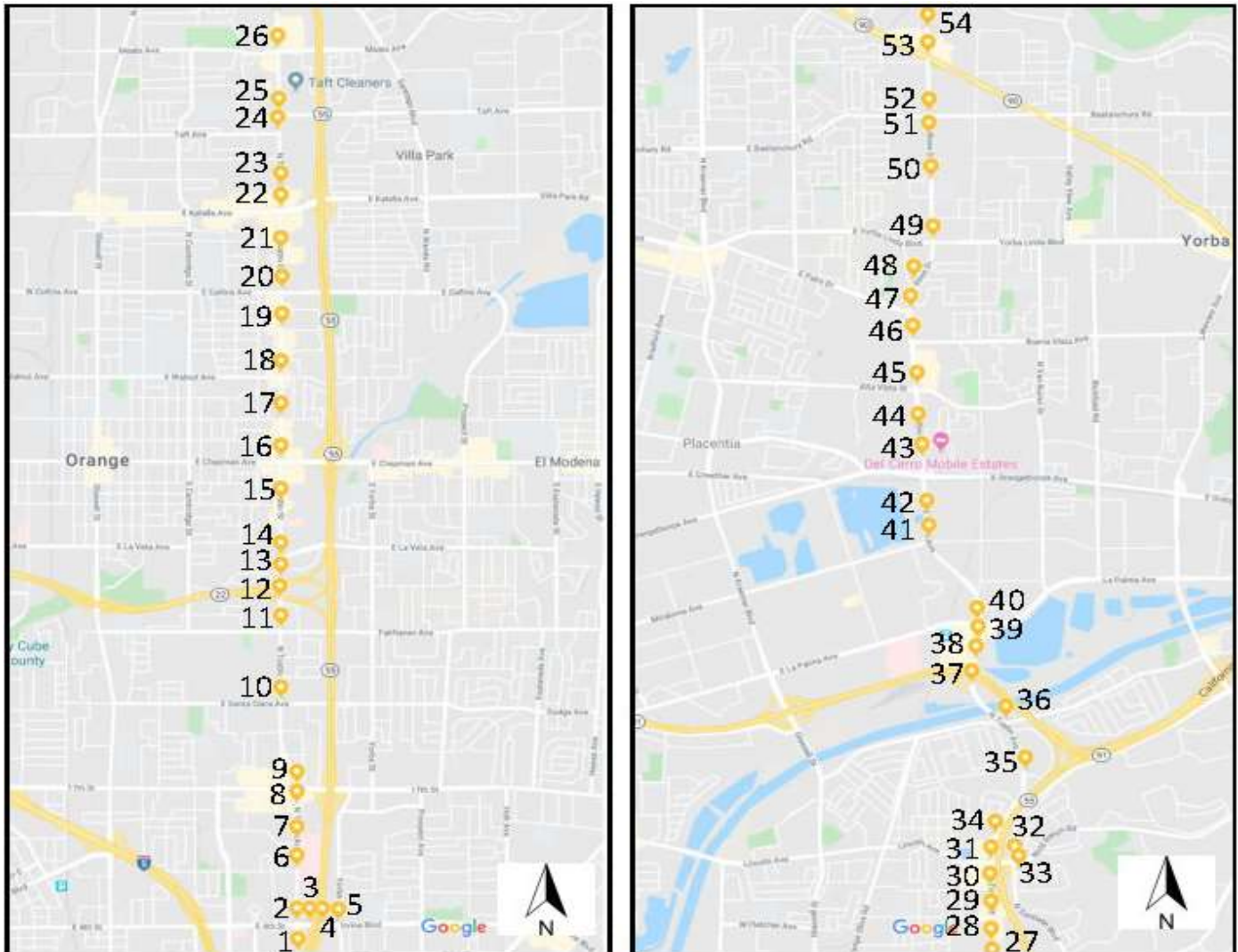


Figure 1: Signalized intersection and proposed project limits.

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

b. Designation of the corridor to synchronize:

- ☒ Master Plan of Arterial Highways Corridor
☒ Signal Synchronization Network Corridor

c. Project Start Date: August 1, 2020 Project End Date: July 31, 2023

All agencies commit to operate signal synchronization **BEYOND** the three year grant period for:

- ☒ Zero Years ☐ One Year ☐ Two Years ☐ Three Years ☐ Other

d. Signalized intersections that are part of the project:

No.	Agency	Intersection on Tustin Avenue@	No.	Agency	Intersection on Tustin Avenue@
1	Tustin	First Street	30	Orange	SR-55 S/B On Ramp
2	Santa Ana	Fourth Street	31	Orange	Lincoln Avenue/Nohl Ranch Road
3	Caltrans	Fourth Street SR-55 S/B Ramps	32	Caltrans	Nohl Ranch Road @ Santiago Blvd
4	Caltrans	Fourth Street SR-55 N/B Ramps	33	Caltrans	Santiago Blvd @ N/B SR-55 Ramp Vista Park
5	Tustin	Irvine Boulevard @ Yorba Street	No. Agency Intersection on Tustin Avenue@		
6	Santa Ana	Fruit Street	34	Caltrans	SR-55 S/B Off Ramp
7	Santa Ana	Wellington Avenue	35	Orange	Santa Ana Canyon Road
8	Santa Ana	Centre on Seventeenth/Tustin Centre	36	Anaheim	Riverdale Avenue
9	Santa Ana	Seventeenth Street	37	Anaheim	SR-91 E/B Ramps
10	Santa Ana	Santa Clara Avenue	38	Anaheim	SR-91 W/B Ramps
11	Orange	Fairhaven Avenue	39	Anaheim	Pacificcenter Drive
12	Caltrans	SR-22 E/B Ramp - Seba Avenue	40	Anaheim	La Palma Avenue
13	Caltrans	SR-22 W/B Ramp	41	Anaheim	Mira Loma Avenue
14	Orange	La Veta Avenue/Rock Creek	42	Anaheim	Auto Exchange
15	Orange	Palmyra Avenue	No. Agency Intersection on Rose Drive @		
16	Orange	Chapman Avenue	43	Placentia	Del Cerro (Orangethorpe Grade Sep)
17	Orange	Palm Avenue	44	Placentia	Castner Drive
18	Orange	Walnut Avenue	45	Placentia	Alta Vista Street
19	Orange	Mayfair Avenue	46	Placentia	Buena Vista Avenue
20	Orange	Collins Avenue	47	Placentia	Palm Drive
21	Orange	Quincy Avenue	48	Placentia	Linda Vista Street/Valpariso Way
22	Orange	Katella Avenue	49	Placentia	Yorba Linda Boulevard
23	Orange	Van Owen Avenue/Toyota Way	50	Yorba Linda	School Ped Signal
24	Orange	Taft Avenue	51	Yorba Linda	Equestrian Signal/Ped Signal
25	Orange	Taft Avenue/Briardale	52	Yorba Linda	Bastanchury Road
26	Orange	Meats Avenue	53	Caltrans	Imperial Highway
27	Orange	East Village Way	54	Yorba Linda	Wabash Avenue
28	Orange	Village Town Center			
29	Orange	Heim Avenue			

e. Traffic Forum members:

Anaheim
Orange
Placentia
Santa Ana
Tustin
Yorba Linda

SECTION 2: LEAD AGENCY

☒ City of Orange will be the lead agency

☐ County of Orange will be the lead agency

Please note OCTA will not be leading projects for this Call for Projects.

The Tustin Avenue Rose Drive RTSSP corridor is a rejuvenated project originally performed and funded by M2 RTSSP in 2011 and was from the original Call for Projects. The project for FY 20/21 has been expanded to include the City of Yorba Linda making the total number of participating agencies now 6 plus Caltrans. The corridor length is close to 12 miles in length and will have 54 intersections retimed including some crossing arterial segments and interfacing abutting agency intersections to two crossing corridors with the SR-55 Freeway. All signal and ITS equipment need to be updated to the latest ATC standards to promote Automated Traffic Signal Performance Measures and to embrace Connected Vehicle technologies.

Land uses along the corridor have changed over the course of time. The Mall of Orange is now changed over to an individually owned small retail store situation with many fast food restaurants, etc. Major brick and mortar anchor stores have all left this type of development because of on line purchasing applications. Other types of entertainment and retail development has increased all across the length of the Tustin Avenue area. The Pacificcenter complex in Anaheim has also recently developed and is influencing operations on both Tustin Avenue and La Palma Avenue. The Orangethorpe Grade Separation project has eliminated a full eight phase intersection impacted by the BNSF rail crossing. All conflicts and queueing issues have been resolved.

The original timing has decayed and needs to be revisited. Therefore, it is imperative that this very important corridor be considered for the 2020 Call for Projects from OCTA

SECTION 3: RESOLUTIONS OF SUPPORT

Draft resolutions and letters of support from the partnering Traffic Forum members are provided in the Appendix A to E.

1. City of Yorba Linda Resolution will be approved at the City Council Meeting on November 5, 2019.
2. A letter of support from Caltrans District 12 was sent to the City of Orange on October 19, 2019
3. A letter of intent from the City of Orange was sent to OCTA on October 16, 2019. A Resolution will be approved by the City Council on November 12, 2019
4. A Letter of support from the City of Placentia was sent to the City of Orange on October 16, 2019. A Resolution
5. A letter of intent from the City of Tustin was sent to the City of Orange on October 19, 2019. A Resolution will be approved by the City Council on November 19, 2019
6. A letter of intent from the City of Santa Ana was sent to the City of Orange on October 16, 2019. A Resolution will be approved by the City Council on November 19, 2019
7. A letter of intent from the City of Anaheim was sent to the City of Orange on October 23, 2019. A Resolution will be approved by the City Council in December of 2019
8. A sample Resolution is supplied for the City of Anaheim. A full resolution will be approved by the City Council in December of 2019

SECTION 4: PRELIMINARY PLANS FOR THE PROJECT

Primary Implementation (PI)

The Primary Implementation phase will last approximately one year and include the following elements:

Task 1: Project Administration

The City of Orange will lead the project using contracted consultant staff to optimize signal synchronization timing along the Tustin Avenue/Rose Drive corridor. Orange shall perform normal day to day project administration duties. Local agency staff will perform local project administration duties. Project budget shall include time and funding for agency outreach and coordination. Orange will be responsible for all fiduciary elements of the project including dissemination of any funds and/or collection of funds from the partnering agencies. Project Administration services by Orange will include but not be limited to administration, engineering and design, coordination, presentation and other related responsibilities to ensure a timely project delivery. The budget shall include time and funding for outreach and cooperative agreement development and matching funds required by the partners.

Task 2: Data Collection

The Consultant contracted by the City of Orange will collect data necessary to thoroughly understand existing traffic conditions in the study area, develop a concept of operations, and be able to develop optimal time-of-day traffic signal coordination plans for specific zones and traffic generators as applicable.

Task 3: Field Review and Plans Specifications, and Estimates

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to complete the engineering design of the fiber upgrade and communications for the project. The Consultant will review the geometric layout, existing traffic signal equipment, and signal synchronization related infrastructure to identify any deficiencies for each intersection and along the whole corridor/route. The review shall include an assessment of the existing intersection geometry, traffic conditions, traffic signal control equipment, and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and Party supplied aerial photos. Based on the initial assessment by the partnering agencies and with their respective permission, the CONSULTANT shall inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. The project scope shall encourage innovative solutions and also account for unforeseen conditions.

Task 4: Corridor "Before" Study

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to conduct "before" floating car travel runs prior to timing implementation. The Consultant will conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)), fuel consumption reduction, pollution reduction, and other pertinent items. Agencies with Automated Signal Performance Measures should provide any data or analytics as part of the Before Study.

Task 5: Signal Timing Optimization and Implementation

Synchronization or coordination will be inter-jurisdictional in nature. All existing special generators such as schools or attractive businesses, traffic patterns, flows, and conditions will be taken into account. Synchronized timing will be developed for the AM Peak, PM Peak, Mid-day Peak and Weekend Peak. Crossing Arterial projects that have recently been timed will be considered as part of the project. Timing plans will be developed that assist traffic in getting to its destination without regard to physical or jurisdictional boundaries.

Task 6: Corridor "After" Study

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to conduct "after" floating car travel runs after timing implementation. The Consultant will

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conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method. Agencies with ATSPM shall provide any data and analytics to complement both the before and after studies.

Task 7: Synchronization System Construction

The City of Orange will use qualified traffic engineering consultants to design all infrastructure and equipment upgrades based on Section 5. All installations and upgrades will be per the owning agencies' standards. Details of equipment upgrades are tabulated in Tables I and II. Since the agencies have requested Orange to be the lead on this project, Orange will enlist a qualified contractor on a standard procurement basis to construct the facilities based on State and local agencies standards, specifications, and special provisions as developed by the consultant.

Task 8: Primary Implementation Project Report

The contracted consultant will develop a before and after study for the project. This report will be completed after the Primary Implementation is completed and will include the following:

- Introduction/project description: a summary of the project including the purpose, background, and objectives of the project.
- Data collection: a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- Traffic signal systems improvements: a summary of the implemented traffic signal systems improvements by city.
- Signal timing optimization: a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- Results: the study will contain directional morning, mid-day, evening, and weekend peak periods using travel times, average speeds, green lights to red lights, stops per mile, and the derived corridor synchronization performance index (CSPI) metric. This information shall be collected both before and after any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- Benefits to cost analysis: project benefits resulting from signal synchronization will be evaluated based on the before and after study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, Greenhouse Gas (GHG) reduction, and a final benefit cost ratio.
- Future signal corridor improvements: recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.
- Conclusion: a summary of the before and after study and its findings.

The City of Orange shall be responsible for submission of this document along with relevant backup information to OCTA Programs for close out of the PI Phase.

Task 9: On-going Maintenance & Operations

The City of Orange's contracted consultant shall provide "on-call" signal timing support services for a period of two years or 24 months following the complete closeout and all payments made for the Primary Implementation phase, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, the Consultant may accomplish the fine-tuning adjustments remotely from the office through the traffic management systems. During this 24-month period the Consultant will be prepared to review any project intersection requested within (24) hours of written notice, including observing and fine-tuning the signal timing. The Consultant will also assist with resolving communications and detection issues along the corridor.

The Consultant will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. All drives shall be documented. A copy, limited to jurisdictional boundaries, shall also be sent to each agency.

At the end of the 2-year O&M phase, the Consultant shall prepare a memorandum to summarize the O&M phase. It should, at the minimum, include when travel runs were conducted, issues and solutions throughout the phase, and recommendations for future improvements.

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SECTION 5: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK

Primary Implementation

The Primary Implementation will last one year and include the following elements (See Table I and Table II).

Project Tasks	Cost / Int	Total Cost	Match	
			Cash	In-Kind
Task 1: Project Administration	\$ 2,000.00	\$ 108,000.00	\$ 20,600.00	\$ 1,000.00
Task 2: Data Collection	\$ 850.00	\$ 45,900.00	\$ 9,180.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 7,350.00	\$ 396,900.00	\$ 72,440.00	\$ 6,940.00
Task 4: Corridor "Before" Study	\$ 600.00	\$ 32,400.00	\$ 6,480.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 5,150.00	\$ 278,100.00	\$ 51,620.00	\$ 4,000.00
Task 6: Corridor "After" Study	\$ 600.00	\$ 32,400.00	\$ 6,480.00	\$ -
Task 7: Synchronization System Construction (See Table II)	-	\$2,375,650.00	\$ 457,240.00	\$ 17,890.00
Task 8: Primary Implementation Project Report	\$ 1,000.00	\$ 54,000.00	\$ 10,800.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 2,400.00	\$ 129,600.00	\$ 21,560.00	\$ 4,360.00
Total Project Cost:		\$ 3,452,950.00	\$ 656,400.00	\$ 34,190.00

Ongoing Operations & Maintenance

Ongoing Operations and Maintenance will last two years and include the following elements. (See **Task 9 Details**):

Task 9 Details:

Task	Description of Work	Unit Price / Intersection	# of signals	Cost
Project Administration	Day to day administrative duties during O&M			included
Monitoring and improving optimized signal timing	Drive monthly and improve timing parameters along 54 signals for 24 months after signal timing and implemented along Tustin Avenue/Rose Drive from 1st Street to Wabash Avenue (@\$70/signal/month)	\$1,680.00	54	\$90,720
Communications and detection support	Monitor, maintain, and repair communication and detection along for 54 signals for 24 months after signal timing is implemented along Tustin Avenue/Rose Drive. (@ \$30/signal/month)	\$720.00	54	\$38,880
OMM Memorandum	A memorandum to summarize the O&M phase, including details on when travel runs were conducted; issues and solutions throughout the phase; and recommendations for future improvements.			included
Proposed Ongoing Operations & Maintenance:				\$129,600

Total Project Cost (Including PI and O&M for a total of 3 years):

Total M2 Request:
Total Agency Match:
Total Project Cost:

Total	
	\$2,762,360.00
	\$690,590.00
	\$3,452,950.00

TABLE I: SUMMARY OF IMPROVEMENTS

Location	Agency	Project Intersections at:	Description of Work																								
			INTERSECTION						CONTROLLERS		CONTROLLER CABINET						COMMUNICATION UPGRADE								ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)		
			EVP (all directions)	Video Detection System	UPS	ATSPM including O & M AI Applied Cell Site	ADA Pushbutton Assembly	Pedestrian Countdown Heads	New Controller	SDLC Cable	New Cabinet with New Foundation	New Cabinet (Reuse existing foundation)	System Detector (DLC)	Advance Detection Loop with New Conduit	Bluetooth Travel Time Unit	CCTV Camera	6E Pull box and Splice Enclosure	Fiber In New Conduit	Fiber In Existing Conduit	Fiber Distribution Unit (FDU)	Fiber Switch/Ethernet Switch	Patch Panel and Fiber Splicing	Ethernet Switch and/or Cell Modem	CENTRACS Integration + System Graphics	CENTRACS System License or CENTRACS System Modules	TMC Workstation	
Rose Drive @																											
1	Yorba Linda	Wabash Avenue				X			X	X		X				X	X	X		X	X	X	X	X	X		
2	Caltrans	Imperial Highway															X	X		X	X	X	X				
3	Yorba Linda	Bastanchury Road				X			X	X		X				X	X	X		X	X	X	X	X	X		
4	Yorba Linda	Equestrian/Ped Signal				X			X	X		X				X	X	X		X	X	X	X	X	X		
5	Yorba Linda	School Ped Signal				X			X	X		X				X	X	X		X	X	X	X	X	X		
6	Placentia	Yorba Linda Boulevard				X	X	X	X	X						X		X		X	X	X	X				
7	Placentia	Linda Vista Street/Valpariso Way				X			X	X						X				X	X	X	X		X		
8	Placentia	Palm Drive				X			X	X						X				X	X	X	X		X		
9	Placentia	Buena Vista Avenue				X	X	X	X	X						X				X	X	X	X		X		
10	Placentia	Alta Vista Street				X	X	X	X	X						X				X	X	X	X		X		
11	Placentia	Castner Avenue				X			X	X						X				X	X	X	X		X		
12	Placentia	Del Cerro (Orange Thorpe Grade Separation							X	X										X	X	X	X		X		
Tustin Avenue @																											
13	Anaheim	Auto Exchange	X	X			X	X	X	X					X					X	X	X					
14	Anaheim	Mira Loma Avenue	X	X			X	X	X	X					X	X				X	X	X					
15	Anaheim	La Palma Avenue	X	X			X	X	X	X	X				X	X				X	X	X					
16	Anaheim	Pacificcenter Drive																									
17	Caltrans	SR-91 W/B Ramps																									
18	Caltrans	SR-91 E/B Ramps																									
19	Anaheim	Riverdale Avenue	X	X			X	X	X	X						X					X						
20	Orange	Santa Ana Canyon Road	X			X	X		X	X		X										X					
21	Caltrans	SR-55 S/B Off Ramp				X																					
22	Caltrans	Santiago Boulevard @ SR-55 N/B - Vista Park																									
23	Caltrans	Nohl Ranch Road at Santiago Boulevard																									
24	Orange	Lincoln Avenue/Nohl Ranch Road				X			X																		
25	Orange	SR-55 S/B On Ramp	X	X		X			X	X																	
26	Orange	Heim Avenue	X			X	X		X																		
27	Orange	Village Town Center	X						X							X											
28	Orange	East Village Way	X			X	X		X			X															
29	Orange	Meats Avenue	X			X	X		X			X															
30	Orange	Taft Avenue/Briardale	X			X			X																		
31	Orange	Taft Avenue	X			X			X			X				X											
32	Orange	Van Owen Avenue/Toyota Way				X			X	X																	
33	Orange	Katella Avenue	X	X		X			X																		
34	Orange	Quincy Avenue	X	X		X			X																		
35	Orange	Collins Avenue	X	X		X			X																		
36	Orange	Mayfair Avenue				X			X																		
37	Orange	Walnut Avenue	X			X			X			X				X											
38	Orange	Palm Avenue				X			X																		
39	Orange	Chapman Avenue		X		X																					
40	Orange	Palmyra Avenue	X			X			X	X						X											
41	Orange	La Veta./Rock Creek				X																					
42	Caltrans	SR-22 W/B																									
43	Caltrans	SR-22 E/B - Seba																									
44	Orange	Fairhaven	X	X		X			X																		
45	Santa Ana	Santa Clara Avenue							X							X	X		X		X	X					
46	Santa Ana	Seventeenth Street																			X	X	X				
47	Santa Ana	Centre on Seventeenth/Tustin Centre							X																		
48	Santa Ana	Wellington Avenue							X																		
49	Santa Ana	Fruit Street							X			X															
50	Caltrans	SR-55 N/B																									
51	Caltrans	SR-55 S/B																									
52	Santa Ana	Fourth Street				X	X		X			X				X	X	X	X	X	X		X	X			
53	Tustin	Irvine Boulevard at Yorba				X			X	X																	
54	Tustin	First Street				X	X		X																		

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TABLE II: DETAILED IMPROVEMENTS BREAKDOWN

Item No.	Rose Drive @	Item Description	Unit	Qty	Labor to Install	Equipment Cost	Total	Cash Match	In-Kind Match	Agency
1	Wabash Avenue	Furnish and Install TS2 Cabinet Type "P", Cobalt ATC Controller & Appurtenances on Existing Foundation	EA	1	\$ 4,000.00	\$ 23,000.00	\$ 27,000.00	\$ 5,400.00		Yorba Linda
2		Furnish and Install BBS System and Cabinet on New Type "P" cabinet	EA	1	\$ 1,000.00	\$ 6,500.00	\$ 7,500.00	\$ 1,500.00		Yorba Linda
3		Re-establish Existing Type II service	EA	1	\$ 800.00		\$ 800.00	\$ 160.00		Yorba Linda
4		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
5		Furnish and Install 2" Conduit with 72 SFO I/C South to Imperial Hwy. (900-ft)	LF	900	\$ 35.00	\$ 10.00	\$ 40,500.00	\$ 8,100.00		Yorba Linda
6		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	4	\$ 2,500.00	\$ 1,000.00	\$ 14,000.00	\$ 2,800.00		Yorba Linda
7		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
8	Imperial Highway	Furnish and Install 2" Conduit with 72 SFO I/C South to Bastanchury Rd. (1,900-ft)	LF	1900	\$ 35.00	\$ 10.00	\$ 85,500.00	\$ 17,100.00		Yorba Linda
9		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	4	\$ 2,500.00	\$ 1,000.00	\$ 14,000.00	\$ 2,800.00		Yorba Linda
10	Bastanchury Road	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
11		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
12		Furnish and Install Duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
13		Furnish and Install 2" Conduit with 72 SFO I/C South to Equestrian Xing. (850-ft)	LF	850	\$ 35.00	\$ 10.00	\$ 38,250.00	\$ 7,650.00		Yorba Linda
14		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	3	\$ 2,500.00	\$ 1,000.00	\$ 10,500.00	\$ 2,100.00		Yorba Linda
15		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
16		Remove Twisted Pair Copper and Furnish and Install 72 SFO East to Grey Rock (550-ft)	LF	550	\$ 5.00	\$ -	\$ 2,750.00	\$ 550.00		Yorba Linda
17	Equestrian Xing	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
18		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
19		Furnish and Install Duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
20		Furnish and Install 2" Conduit with 72 SFO I/C South to Pedestrian Xing. (1,500-ft)	LF	1500	\$ 35.00	\$ 10.00	\$ 67,500.00	\$ 13,500.00		Yorba Linda
21		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	5	\$ 2,500.00	\$ 1,000.00	\$ 17,500.00	\$ 3,500.00		Yorba Linda
22		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
23	Pedestrian Xing (SCHOOL)	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
24		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
25		Furnish and Install duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
26		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	1	\$ 2,500.00	\$ 1,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
27		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
28	Yorba Linda TMC Upgrades	F&I Server to Server Module to Centracs ATMS	EA	1	\$ 500.00	\$ 20,000.00	\$ 20,500.00	\$ 4,100.00		Yorba Linda
29		Develop Graphics and Integrate intersections to Centracs ATMS	EA	5	\$ 1,000.00	\$ -	\$ 5,000.00	\$ 1,000.00		Yorba Linda
30	Yorba Linda On Call Consultant Services	Various items involved with Construction Engineering, Design Review, etc. See various tables for expansion.	LS	1	\$ 14,490.00		\$ -	\$ -	\$ 14,490.00	Yorba Linda
31	Yorba Linda Blvd.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
32		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
33		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
34		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
35		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (4-ways) Includes Cabinet System Module	LS	1	\$ 2,160.00	\$ 6,100.00	\$ 8,260.00	\$ 1,652.00		Placentia
36		Furnish & install Countdown Ped Head System	EA	8	\$ 75.00	\$ 250.00	\$ 2,600.00	\$ 520.00		Placentia

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37	Linda Vista St.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
38		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
39		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
40		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
41	Palm Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
42		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
43		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
44		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
45	Buena Vista Ave.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
46		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
47		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
48		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
49		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (3-ways) Includes Cabinet System Module	LS	1	\$ 1,420.00	\$ 5,200.00	\$ 6,620.00	\$ 1,324.00		Placentia
50		Furnish & install Countdown Ped Head System	EA	6	\$ 75.00	\$ 250.00	\$ 1,950.00	\$ 390.00		Placentia
51	Alta Vista St.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
52		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
53		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
54		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
55		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (4-ways) Includes Cabinet System Module	LS	1	\$ 2,160.00	\$ 6,100.00	\$ 8,260.00	\$ 1,652.00		Placentia
56		Furnish & install Countdown Ped Head System	EA	8	\$ 75.00	\$ 250.00	\$ 2,600.00	\$ 520.00		Placentia
57	Castner Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
58		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
59		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
60	Del Cerro Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
61		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
62		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
63		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
64	From Rose/Yorba Linda to Orangethorpe/Del Cerro	Furnish & install 72 SMFO Trunk Cable in existing conduit (Rose/Yorba Linda to Orangethorpe/Del Cerro)	LF	8400	\$ 3.00	\$ 2.00	\$ 42,000.00	\$ 8,400.00		Placentia
65		Furnish & install 12 SMFO Drop Cable in existing conduit at each intersection	LF	800	\$ 6.00	\$ 10.00	\$ 12,800.00	\$ 2,560.00		Placentia
66		Furnish & install 2" Sch. 80 PVC conduit between Rose/Del Cerro and Orangethorpe/Del Cerro	LF	700	\$ 25.00	\$ 10.00	\$ 24,500.00	\$ 4,900.00		Placentia
67		Furnish & install Fiber Splice Enclosure. Splice proposed 72 SFMO fiber to existing 72 SMFO Fiber at Orangethorpe/Del Cerro	LS	1	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 900.00		Placentia
68		Add intersections to Centracs with graphics	LS	6	\$ 1,500.00		\$ 9,000.00	\$ 1,800.00		Placentia

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69	Auto Exchange	Furnish and install controller	EA	1	\$ 150.00	\$ 3,200.00	\$ 3,350.00	\$ 670.00	Anaheim
70		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	Anaheim
71		Furnish and install armored 120 SMFO cable	LF	1000	\$ 6.00	\$ -	\$ 6,000.00	\$ 1,200.00	Anaheim
72		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
73		Furnish and install loops, video detection	EA	LS	\$ 720.00	\$ 18,000.00	\$ 18,720.00	\$ 3,744.00	Anaheim
74	Mira Loma	Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
75		Furnish and install controller	EA	1	\$ 150.00	\$ 3,200.00	\$ 3,350.00	\$ 670.00	Anaheim
76		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	Anaheim
77		Furnish and install armored 120 SMFO cable	LF	3200	\$ 6.00	\$ -	\$ 19,200.00	\$ 3,840.00	Anaheim
78		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
79	La Palma	Furnish and install CCTV	EA	1	\$ 400.00	\$ 10,000.00	\$ 10,400.00	\$ 2,080.00	Anaheim
80		Furnish and install loops, video detection	EA	LS	\$ 720.00	\$ 18,000.00	\$ 18,720.00	\$ 3,744.00	Anaheim
81		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 8,000.00	\$ 8,500.00	\$ 1,700.00	Anaheim
82		Furnish & install accessible ped pushbutton	EA	8	\$ 100.00	\$ 1,000.00	\$ 8,800.00	\$ 1,760.00	Anaheim
83		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
84	La Palma	Furnish and install cabinet	EA	1	\$ 550.00	\$ 20,000.00	\$ 20,550.00	\$ 4,110.00	Anaheim
85		Furnish and install controller	EA	1	\$ 150.00	\$ 3,200.00	\$ 3,350.00	\$ 670.00	Anaheim
86		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	Anaheim
87		Furnish and install armored 120 SMFO cable	LF	610	\$ 7.00	\$ -	\$ 4,270.00	\$ 854.00	Anaheim
88		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
89		Furnish and install CCTV	EA	1	\$ 400.00	\$ 10,000.00	\$ 10,400.00	\$ 2,080.00	Anaheim
90		Furnish and install loops, video detection	EA	LS	\$ 720.00	\$ 18,000.00	\$ 18,720.00	\$ 3,744.00	Anaheim
91		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 8,000.00	\$ 8,500.00	\$ 1,700.00	Anaheim
92	Pacificcenter	Furnish & install accessible ped pushbutton	EA	8	\$ 100.00	\$ 1,000.00	\$ 8,800.00	\$ 1,760.00	Anaheim
93		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
94		Furnish and install controller	EA	1	\$ 150.00	\$ 3,200.00	\$ 3,350.00	\$ 670.00	Anaheim
95		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	Anaheim
96		Furnish and install armored 120 SMFO cable	LF	800	\$ 6.00	\$ -	\$ 4,800.00	\$ 960.00	Anaheim
97	Pacificcenter	Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
98		Furnish and install CCTV	EA	1	\$ 400.00	\$ 10,000.00	\$ 10,400.00	\$ 2,080.00	Anaheim
99		Furnish and install loops, video detection	EA	LS	\$ 720.00	\$ 18,000.00	\$ 18,720.00	\$ 3,744.00	Anaheim
100		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 8,000.00	\$ 8,500.00	\$ 1,700.00	Anaheim
101		Furnish & install accessible ped pushbutton	EA	8	\$ 100.00	\$ 1,000.00	\$ 8,800.00	\$ 1,760.00	Anaheim
102	Caltrans Ramps SR-91	Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
103		Caltrans Encroachment Permit (Synchronize with SR-91 Ramp E)	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Anaheim
104		Caltrans Encroachment Permit (Synchronize with SR-91 Ramp W)	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Anaheim
105	Riverdale	Furnish and install controller	EA	1	\$ 150.00	\$ 3,200.00	\$ 3,350.00	\$ 670.00	Anaheim
106		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	Anaheim
107		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	1	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
108		Furnish and install CCTV	EA	1	\$ 400.00	\$ 10,000.00	\$ 10,400.00	\$ 2,080.00	Anaheim
109		Furnish and install loops, video detection	EA	LS	\$ 720.00	\$ 18,000.00	\$ 18,720.00	\$ 3,744.00	Anaheim
110		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 8,000.00	\$ 8,500.00	\$ 1,700.00	Anaheim
111		Furnish & install accessible ped pushbutton	EA	8	\$ 100.00	\$ 1,000.00	\$ 8,800.00	\$ 1,760.00	Anaheim
112	TMC Improvements	Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
112A		Software and Hardware Additions and/or Upgrades to TMC	LS	1	\$ 2,000.00	\$ 38,000.00	\$ 40,000.00	\$ 8,000.00	Anaheim
113		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00	Orange City
114	Santa Ana Cyn Road	Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00	Orange City
115		Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00	Orange City
116		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00	Orange City
117		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00	Orange City
118		SPM O & M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00	Orange City
119	Caltrans Ramps SR-55	Furnish & install AI Applied Cell Site	EA	1	\$ 1,100.00	\$ 5,000.00	\$ 6,100.00	\$ 1,220.00	Orange City
120		S/B SR-55 Off Ramp	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City
121		Nohl Ranch Road at Santiago Boulevard	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City
122		N/B SR-55 Ramp at Santiago Boulevard	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City

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123	Lincoln Avenue	Furnish and install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
124		SPM O & M per year for 3 years	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
125		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
126	SR-55 FRWY S/B On Ramp	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
127		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
128		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
129		SPM O & M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
130		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
131	Heim Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
132		Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00		Orange City
133		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
134		SPM O & M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
135		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
136	Village Town Center	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
137		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
138		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
139		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
140		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
141	East Village Way	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
142		Furnish & install P44 Cabinet on New Foundation	EA	1	\$ 6,000.00	\$ 19,400.00	\$ 25,400.00	\$ 5,080.00		Orange City
143		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
144		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
145		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
146		Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00		Orange City
147		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,400.00	\$ 3,950.00	\$ 790.00		Orange City
148	Meats Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
149		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
150		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
151		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
152		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
153	Briardale Avenue	Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
154		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
155		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
156	Taft Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
157		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City
158		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
159		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
160		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
161		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
162		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
163	Van Owen Avenue	SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
164		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
165		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
166	Katella Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
167		Furnish & install Iteris SPM	EA	1	\$ 199.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
168		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
169		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
170	Quincy Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
171		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
172		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
173		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
174		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City

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175	Collins Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
176		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
177		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
178		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
179	Mayfair Avenue	Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
180		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
181		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
182		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
183	Walnut Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
184		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City
185		Furnish & install GTT EVP System	EA	1	\$ 135.00	\$ 145.00	\$ 280.00	\$ 56.00		Orange City
186		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
187	Palm Avenue	SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
188		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
189		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
190		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
191	Chapman Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
192		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
193		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
194		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
195	Palmyra Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
196		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
197		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
198		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
199	LaVeta Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
200		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
201		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
202		W/B On Ramp	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Orange City
203	Fairhaven Drive	E/B Off Ramp/Seba	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Orange City
204		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
205		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
206		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
207	Santa Clara Avenue	SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
208		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
209		Econolite 2070-1C CPU w/ latest Econolite software	EA	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00		Santa Ana
210		CCTV Camera System (Axis Q6055-E)	EA	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
211	17th Street	Install 144-SMFO from Santa Clara to 17th (in existing conduit)	LF	4000	\$ 1.00	\$ 4.00	\$ 20,000.00	\$ 4,000.00	\$ 600.00	Santa Ana
212		Etherwan Fiber Optic Ethernet Switch (EX78921-0VB)	EA	1	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00	\$ 800.00		Santa Ana
213		Fiber Splicing (including Fiber Distribution Unit)	LS	1	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ 1,000.00		Santa Ana
214		Econolite Autoscope Vision or Iteris Vantage Edge2 Video Detection System	LS	1	\$ 30,000.00	\$ 5,000.00	\$ 35,000.00	\$ 7,000.00		Santa Ana
215	Tustin Center	Fiber Splicing (including Fiber Distribution Unit)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	Santa Ana
216		Econolite 2070-1C CPU w/ latest Econolite software	LS	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	Santa Ana
217		Econolite 2070-1C CPU w/ latest Econolite software	LS	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	Santa Ana
218		Replace existing cabinet w/ Type 332L cabinet, Type II Dual Service, Foundation, Conduits and Pull Boxes	LS	1	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	\$ 8,000.00	\$ 600.00	Santa Ana
219	Fruit Street	Econolite ATC 2070C controller w/ latest Econolite software	LS	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
220		Southern California Edison New Service Fee	LS	1	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 1,400.00		Santa Ana
221		Southern California Edison Conduit and Pull Box	LS	1	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 3,000.00		Santa Ana
222		4th Street On-Off ramp N/B SR-55	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Tustin
223	Caltrans Ramps SR-55	4th Street On-Off ramp S/B SR-55	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Santa Ana

**TUSTIN AVENUE/ROSE DRIVE
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224	4th Street	Replace existing cabinet w/ Type 332L cabinet, Type II Dual Service, Foundation, Conduits and Pull Boxes	LS	1	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	\$ 8,000.00	\$ 600.00	Santa Ana
225		Econolite ATC 2070C controller w/ latest Econolite software	LS	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
226		Southern California Edison New Service Fee	LS	1	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 1,400.00		Santa Ana
227		Southern California Edison Conduit and Pull Box	LS	1	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 3,000.00		Santa Ana
228		Caltrans Encroachment Permit (Synchronize with SR-55 Ramps)	LS	1	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 4,000.00		Santa Ana
229	Tustin Ave/First St	Cobalt ATC TS2 Type 2 Controller & Appurtenances	EA	1	\$ 500.00	\$ 5,000.00	\$ 5,500.00	\$ 1,100.00		Tustin
230		Polara Navigator iN2 APS W/ 5x7 R10-3B Braille Signs	EA	6	\$ 170.00	\$ 450.00	\$ 3,720.00	\$ 744.00		Tustin
231		Polara Navigator iN2 APS Controller Assembly	EA	1	\$ 800.00	\$ 2,000.00	\$ 2,800.00	\$ 560.00		Tustin
232		Radar Detection	LS	1	\$ 5,000.00	\$ 18,000.00	\$ 23,000.00	\$ 4,600.00		Tustin
232A		Integration	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Tustin
233	Yorba St/Irvine Blvd	Cobalt ATC TS2 Type 2 Controller & Appurtenances	EA	1	\$ 500.00	\$ 5,000.00	\$ 5,500.00	\$ 1,100.00		Tustin
234		Polara Navigator iN2 APS W/ 5x7 R10-3B Braille Signs	EA	8	\$ 170.00	\$ 450.00	\$ 4,960.00	\$ 992.00		Tustin
235		Polara Navigator iN2 APS Controller Assembly	EA	1	\$ 800.00	\$ 2,000.00	\$ 2,800.00	\$ 560.00		Tustin
236		Radar Detection	LS	1	\$ 5,000.00	\$ 18,000.00	\$ 23,000.00	\$ 4,600.00		Tustin
236A		Integration	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Tustin
Subtotal:							\$ 1,900,520.00	\$ 380,104.00	\$ 17,890.00	
Contingency (10%):							\$ 190,052.00	\$ 38,010.40	\$ -	
Construction Management (15%):							\$ 285,078.00	\$ 57,015.60	\$ -	
In-Kind Match							\$ -	\$ (17,890.00)		
SYSTEM IMPROVEMENT TOTAL:							\$ 2,375,650.00	\$ 457,240.00	\$ 17,890.00	

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

SECTION 6: PROJECT SCHEDULE BY TASK

Project start date: August 1, 2020

Project end date: July 31, 2023

Primary Implementation

Task	Starting Date	Ending Date
Task 1: Project Administration	August 1, 2020	June 30, 2023
Task 2: Data Collection	August 1, 2020	September 30, 2020
Task 3: Field Review and Plans Specifications, and Estimates	August 1, 2020	October 31, 2020
Task 4: Corridor "Before" Study	November 1, 2020	November 7, 2020
Task 5: Signal Timing Optimization and Implementation	August 1, 2020	May 1, 2021
Task 6: Corridor "After" Study	May 5, 2021	May 12, 2021
Task 7: Synchronization System Construction	December 1, 2020	May 31, 2021
Task 8: Primary Implementation Project Report	June 15, 2021	June 15, 2021
Task 9: Ongoing Operations & Maintenance	August 1, 2021	June 30, 2023

Ongoing Monitoring and Maintenance

Task	Starting Date	Ending Date
a. Monitoring and improving optimized signal timing	August 1, 2021	June 30, 2023
b. Communications and detection support	August 1, 2021	June 30, 2023
c. OMM Memo	August 1, 2021	June 30, 2023

SECTION 7: DETAILED LOCAL MATCH COMMITMENT

Input Only
Auto-Fill

PART 1: AGENCY TOTAL MATCH SUMMARY

Agency	CASH		IN-KIND		TOTAL MATCH	
	PI	OMM	PI	OMM	PI	OMM
City of Anaheim	118,412.50	0.00	0.00	3,360.00	118,412.50	3,360.00
	118,412.50		3,360.00		121,772.50	
City of Orange	224,520.00	12,000.00	0.00	0.00	224,520.00	12,000.00
	236,520.00		0.00		236,520.00	
City of Placentia	82,917.50	3,360.00	0.00	0.00	82,917.50	3,360.00
	86,277.50		0.00		86,277.50	
City of Santa Ana	73,545.00	2,360.00	12,400.00	1,000.00	85,945.00	3,360.00
	75,905.00		13,400.00		89,305.00	
City of Tustin	30,225.00	1,440.00	0.00	0.00	30,225.00	1,440.00
	31,665.00		0.00		31,665.00	
City of Yorba Linda	105,220.00	2,400.00	17,430.00	0.00	122,650.00	2,400.00
	107,620.00		17,430.00		125,050.00	
TOTAL MATCH	634,840.00	21,560.00	29,830.00	4,360.00	664,670.00	25,920.00
	656,400.00		34,190.00		690,590.00	

PART 2: MATCH BREAKDOWN (CASH vs IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
City of Anaheim	Local Funds	\$118,412.50
City of Orange	Local Funds	\$236,520.00
City of Placentia	Road Funds	\$86,277.50
City of Tustin	Local Funds	\$31,665.00
City of Santa Ana	Local Funds	\$75,905.00
City of Yorba Linda	Local Funds	\$107,620.00
TOTAL CASH MATCH:		\$656,400.00

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Description	Expenditure
Total Specific Improvements (i):		\$0.00

ii. Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Santa Ana	Senior Civil Engineer	Project Administration, Quality Assurance & Signal Timing	50.0	\$86.93	\$4,346.50
	Assistant Engineer	Design PS&E	58.0	\$76.41	\$4,431.78
	Construction Inspector	Construction Inspection	60.0	\$58.21	\$3,492.60
	Engineering Intern	Design PS&E	61.70	\$18.30	\$1,129.12
Total for City of Santa Ana:					\$13,400.00
	Project Manager	PS&E, Traffic Signal Timing, Timing Implementation and System Integration Review, QA	18	\$165.00	\$2,970.00

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

City of Yorba Linda	Senior Engineer	PS&E, Traffic Signal Timing, Timing Implimentation and Ststem integration Review, QA	22	\$150.00	\$3,300.00
	Traffic Signal System Supervisor	PS&E, Traffic Signal Timing, Timing Implimentation and Ststem integration Review, QA	33	\$135.00	\$4,455.00
	Traffic Signal System Specialist	Construction Observation	54	\$125.00	\$6,705.00
<i>Total for City of Yorba Linda:</i>					\$17,430.00
City of Anaheim	Engineering Intern	Drive Corridor and reports	168	\$20.00	\$3,360.00
<i>Total for City of Anaheim:</i>					\$3,360.00
Total Staffing Commitment (ii):					\$34,190.00
TOTAL IN-KIND MATCH* (i + ii):					\$34,190.00

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

**TUSTIN AVENUE/ROSE DRIVE
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SECTION 8: ENVIRONMENTAL CLEARANCE AND OTHER PERMITS

Environmental clearance and other permits (if needed) will be obtained for this project.

SECTION 9: SELECTION CRITERIA CALCULATIONS

Vehicle Miles Traveled (VMT):

	Segment	ADTs	Distance	VMT
1	1st to 4th Street	18,033	0.17	3,066
2	4th Street to Fruit Street	25,521	0.32	8,167
3	Fruit Street to Wellington Avenue	24,518	0.17	4,168
4	Wellington Avenue to Centre on Seventeenth	24,518	0.21	5,149
5	Centre on Seventeenth to 17th Street	24,518	0.12	2,942
6	17th Street to Santa Clara Avenue	35,618	0.52	18,521
7	Santa Clara Avenue to Fairhaven Avenue	33,810	0.42	14,200
8	Fairhaven Avenue to SR-22 E/B Ramps at Seba	35,700	0.18	6,426
9	SR-22 E/B Ramps at Seba to SR-22 W/B Ramps	35,700	0.13	4,641
10	SR-22 W/B Ramps to La Veta/Rock Creek	35,700	0.13	4,641
11	La Veta Rock Creek to Palmyra Avenue	32,100	0.32	10,272
12	Palmyra Avenue to Chapman Avenue	32,100	0.25	8,025
13	Chapman Avenue to Palm Avenue	38,800	0.25	9,700
14	Palm Avenue to Walnut Avenue	38,800	0.25	9,700
15	Walnut Avenue to Mayfair Avenue	33,900	0.28	9,492
16	Mayfair Avenue to Collins Avenue	33,900	0.22	7,458
17	Collins Avenue to Katella Avenue	33,800	0.48	16,224
18	Katella Avenue to Van Owen Avenue/Toyota Way	41,000	0.13	5,330
19	Van Owen Avenue/Toyota Way to Taft Avenue	41,000	0.33	13,530
20	Taft Avenue to Taft Avenue/Briardale	41,000	0.11	4,510
21	Taft Avenue/Briardale to Meats Avenue	43,300	0.38	16,454
22	Meats Avenue to Lincoln Avenue/Nohl Ranch Road	31,400	0.83	26,062
23	Lincoln Avenue/Nohl Ranch Road to Santa Ana Canyon Road	27,400	0.58	15,892
24	Santa Ana Canyon Road to Riverdale Avenue	27,400	0.32	8,768
25	Riverdale Avenue to SR-91 E/B Ramps	17,630	0.28	4,936
26	SR-91 E/B Ramps to SR-91 W/B Ramps	63,258	0.12	7,591
27	SR-91 W/B Ramps to Pacificcenter Drive	62,501	0.15	9,375

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

29	Pacificcenter Drive to La Palma Avenue	61,791	0.12	7,415
30	La Palma Avenue to Mira Loma Avenue	25,484	0.59	15,036
31	Miraloma Avenue to Auto Exchange	23,000	0.19	4,370
32	Auto Exchange to Del Cerro	26,399	0.29	7,656
33	Del Cerro to Castner Drive	29,291	0.19	5,565
34	Castner Drive to Alta Vista Street	29,291	0.25	7,323
35	Alta Vista Street to Buena Vista Avenue	27,290	0.28	7,641
36	Buena Vista Avenue to Palm Drive	27,290	0.18	4,912
37	Palm Drive to Linda Vista Street/Valpariso Way	22,484	0.18	4,047
38	Linda Vista Street/Valpariso Way to Yorba Linda Boulevard	22,484	0.27	6,071
39	Yorba Linda Boulevard to School Ped Xing	18,200	0.35	6,370
40	School Ped Xing to Equestrian Signal/Ped Signal	18,200	0.27	4,914
41	Equestrian Signal/Ped Signal to Bastanchury Road	18,200	0.14	2,548
42	Bastanchury Road to Imperial Highway	16,700	0.35	5,845
43	Imperial Highway to Wabash Avenue	22,800	0.16	3,648

Total Project VMT:		11.46	348,601
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Source: 2016 - 2019 All Agency ADT Counts

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

SECTION 10: DETAILED BREAKDOWN OF COSTS BY AGENCIES

City of Tustin

Number of Signals: 2

3

Project Tasks (Tustin)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 6,000.00	\$ 1,200.00	\$ -
Task 2: Data Collection	\$ 2,550.00	\$ 510.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 22,050.00	\$ 4,410.00	\$ -
Task 4: Corridor "Before" Study	\$ 1,800.00	\$ 360.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 15,450.00	\$ 3,090.00	\$ -
Task 6: Corridor "After" Study	\$ 1,800.00	\$ 360.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 98,475.00	\$ 19,695.00	\$ -
Task 8: Primary Implementation Project Report	\$ 3,000.00	\$ 600.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 7,200.00	\$ 1,440.00	\$ -
Total Project Cost:	\$ 158,325.00	\$ 31,665.00	\$ -

City of Santa Ana

Number of Signals: 6

7

Project Tasks (Santa Ana)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 1,800.00	\$ 1,000.00
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 6,290.00	\$ 4,000.00
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 3,210.00	\$ 4,000.00
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 306,875.00	\$ 57,975.00	\$ 3,400.00
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 16,800.00	\$ 2,360.00	\$ 1,000.00
Total Project Cost:	\$ 446,525.00	\$ 75,905.00	\$ 13,400.00

City of Anaheim

Number of Signals: 5

7

Project Tasks (Anaheim)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 2,800.00	\$ -
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 10,290.00	\$ -
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 7,210.00	\$ -
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 469,212.50	\$ 93,842.50	\$ -
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 16,800.00	\$ -	\$ 3,360.00
Total Project Cost:	\$ 608,862.50	\$ 118,412.50	\$ 3,360.00

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

City of Orange

Number of Signals: 20

25

Project Tasks (Orange)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 50,000.00	\$ 10,000.00	\$ -
Task 2: Data Collection	\$ 21,250.00	\$ 4,250.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 183,750.00	\$ 36,750.00	\$ -
Task 4: Corridor "Before" Study	\$ 15,000.00	\$ 3,000.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 128,750.00	\$ 25,750.00	\$ -
Task 6: Corridor "After" Study	\$ 15,000.00	\$ 3,000.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 683,850.00	\$ 136,770.00	\$ -
Task 8: Primary Implementation Project Report	\$ 25,000.00	\$ 5,000.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 60,000.00	\$ 12,000.00	\$ -
Total Project Cost:	\$ 1,182,600.00	\$ 236,520.00	\$ -

City of Placentia

Number of Signals: 7

7

Project Tasks (Placentia)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 2,800.00	\$ -
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 10,290.00	\$ -
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 7,210.00	\$ -
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 291,737.50	\$ 58,347.50	\$ -
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 16,800.00	\$ 3,360.00	\$ -
Total Project Cost:	\$ 431,387.50	\$ 86,277.50	\$ -

City of Yorba Linda

Number of Signals: 4

5

Project Tasks (Yorba Linda)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 10,000.00	\$ 2,000.00	\$ -
Task 2: Data Collection	\$ 4,250.00	\$ 850.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 36,750.00	\$ 4,410.00	\$ 2,940.00
Task 4: Corridor "Before" Study	\$ 3,000.00	\$ 600.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 25,750.00	\$ 5,150.00	\$ -
Task 6: Corridor "After" Study	\$ 3,000.00	\$ 600.00	\$ -
Task 7: Synchronization System Construction (<i>See Table II</i>)	\$ 525,500.00	\$ 90,610.00	\$ 14,490.00
Task 8: Primary Implementation Project Report	\$ 5,000.00	\$ 1,000.00	\$ -
Task 9: Ongoing Operations & Maintenance (<i>See Task 9 Details</i>)	\$ 12,000.00	\$ 2,400.00	\$ -
Total Project Cost:	\$ 625,250.00	\$ 107,620.00	\$ 17,430.00

Note: Rose Drive at Imperial Highway is in PI on another project.

Note: Cities with Caltrans intersections are included within their totals

Project Summary

X All guidelines were met for this project.

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

LIST OF CONTACTS

Agency	Phone	Email	Street Address
City of Orange Larry Tay Traffic Engineer	714-744-5534	ltay@cityoforange.org	City of Orange 300 E. Chapman Avenue Orange, CA 92866
City of Anaheim John Thai Principal Traffic Engineer	714-765-5202	jthai@anaheim.net	City of Anaheim Traffic Management Center 200 South Anaheim Boulevard Anaheim, CA 92805
City of Placentia Luis Estevez Director of Public Works	714-993-8120	lestevez@placentia.org	City of Placentia 401 E. Chapman Avenue Placentia, CA 92870
City of Santa Ana Cesar Rodriguez Senior Civil Engineer	714-647-5626	crodriguez5@santa-ana.org	City of Santa Ana 20 Civic Center Plaza Traffic Engineering Section/M-43 Santa Ana, CA 92702
City of Tustin Krys Saldivar Public Works Manager- Traffic/Transportation	714-573-3172	ksaldivar@tustinca.org	City of Tustin 300 Centennial Way Tustin, CA 92780
City of Yorba Linda Tony Wang Traffic Engineering Manager	714-961-7184	twang@yorba-linda.org	City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92885-8714
Caltrans District 12 Shivinderjit Singh Branch Chief Electrical	949-936-3464	shivinderjit.singh@dot.ca.gov	Caltrans District 12 - TMC 6681 Marine Way Irvine, CA 92618



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Proposal for
RFP 20-21.40
TUSTIN -ROSE TSSP
Public Works - Traffic



ELECTRONIC COPY
May 27, 2021

Submitted to:



08063 - 119.22

1) COVER LETTER

May 27, 2021

Ms. Gabrielle Hayes
Senior Civil Engineer
Public Works – Traffic
City of Orange
300 E. Chapman Ave.
Orange CA 92866

Re: Proposal for RFP 20-21.40 Regional Traffic Signal Synchronization Program Project (RTSSP) for Tustin Avenue – Rose Drive

08063-119.22

Dear Ms. Hayes:

The **City of Orange** (City) has built a modern and robust traffic system throughout the City and continues the process making good use of the Orange County Transportation Authority (OCTA) Traffic Signal Synchronization (TSS) program for the benefit of the community. This approach has allowed the City to maximize budgets by utilizing industry leaders to provide the City with best practices and solutions on arterial corridors throughout the City. It is important that the City's consultants deliver up-to-date solutions to ensure the implementations satisfy the current needs of the City while ensuring the City is ready for future technologies and the advantages these can bring.

This contract provides the perfect opportunity for the City to build on the past success by modernizing processes to take advantage of technology and improved communications to result in efficient and cost-effective delivery of traffic operations services for Tustin Avenue-Rose Drive.

Iteris, Inc. (Iteris) is pleased to submit this proposal to the City of Orange to provide services for the Regional Traffic Signal Synchronization Program Project for Tustin Avenue – Rose Drive project. Iteris is confident that we are the right firm to successfully manage this regional traffic signal synchronization project to design and integrate traffic system upgrades and update traffic signal timing in the Cities of Orange, Tustin, Santa Ana, Anaheim, Placentia, and Yorba Linda. Iteris staff know the corridor firsthand being residents of the City of Orange and drive the corridor nearly daily to and from work as well as for daily errands. **This constant use of the corridor directly benefits the project because this will result in nearly daily surveillance of the corridor by experienced traffic operation engineers during primary implementation as well as during the operation and maintenance period.**

Iteris has helped more cities in Orange County modernize their traffic signal systems than any other firm over the past 30 years. These Orange County cities, with expertise provided by Iteris, are now well-positioned to leverage the latest technologies, including connected vehicles and autonomous mobility, in an environment that also requires increased cybersecurity. Iteris is committed to helping the project stakeholders on this project achieve these same successes in traffic management to improve mobility and safety on this regional arterial.

Iteris' keys to working with the City to achieve its goals include:



EXPERTISE: The success of any project begins with the expertise of the people. Iteris staff are leaders in the industry at all levels of our organization. Our executive team coordinates with industry leaders from all over the world to help define and promote best practices in transportation. This interaction can vary from vendors that are developing connected vehicle technologies to access to Congressional bills being drafted **(including one bill currently being drafted by Senator Romney related to Smart Signals)** that could aid our clients in the pursuit of Federal Funding.

Our project delivery team, such as the staff in Orange County, delivers on some of the most demanding projects, including the I-405 Design-Build job and over 20 traffic signal synchronization projects for every city in Orange County.



FOCUS ON SAFETY AND MOBILITY: Iteris' mission is to help our clients improve safety and mobility for the smart transport of people, goods, and services. While technology and cloud solutions are providing agencies with more tools to achieve a Vision Zero roadway network, it is the expertise of firms like Iteris who implement the benefits of technology for agencies to achieve the goals of safer and more efficient mobility. Iteris is unique in the industry by offering a combination of transportation planners, traffic engineers, data scientists, software engineers, signal technicians, and traffic sensor developers, all with a focus on smart transportation. Iteris' ability to apply all these resources to aid the City of Orange and the project stakeholders to modernize and manage its traffic signal system makes Iteris the best choice to help the City achieve its project goals.



LEADERS IN TECHNOLOGY-BASED SOLUTIONS THAT IMPROVE AGENCY

EFFICIENCY: The past few years have seen a shift in the industry away from labor-intensive activities to leveraging data and technology to work smarter and more efficiently. Gone are the days of having to wait for a public complaint to know there is an issue with signal timing. Gone are the days of having to drive to the field to inventory hardware to determine what needs to be replaced. Iteris' ClearMobility™ platform includes software solutions that offer SPM and Asset Management in a cloud environment that can be accessed in the office on a PC or in the field on a phone.

For the City, the results are safer intersections for the public, fewer trips to the field to troubleshoot, and a team of experts from Iteris who can develop the optimal solutions and leverage technology so that advanced system features are employed, such as traffic responsive, so that optimal timing is operating during surges in traffic or in the middle of a pandemic.



TRAVEL PATTERN SHIFTS BEYOND COVID-19 AND ECONOMIC CHANGES:

Unprecedented changes due to COVID-19 have affected our communities and traffic patterns. Iteris has utilized our ClearGuide™ corridor performance measurement and traffic monitoring system to understand changes in travel behavior in Orange County and along the Tustin Avenue - Rose Drive corridor. This data driven, dynamic approach will be an input in the proposal for any new timing patterns during the life of this project.

Iteris acknowledges receipt of Addendum No. 1 (5/19/21). Iteris has review the Insurance requirements outlined within checklist and find them acceptable. This proposal is submitted subject to the successful negotiation of a mutually agreeable contract between Iteris and the City of Orange. This proposal and cost/rate schedule are valid for 90 days from date of submission.

I, Scott Carlson, PE, have the authority to bind and negotiate on behalf of firm. Thank you for the opportunity to submit our proposal. Iteris looks forward to assisting the City on this important project. Please contact me at (714) 724-7089 or sec@iteris.com, or the designated Project Manager (PM), Mr. Braulio Ramirez at (949) 270-9663 or BRamirez@iteris.com, should you have any questions.

Sincerely,
Iteris, Inc.

Scott Carlson, PE
Regional Vice President, Consulting Solutions

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3) PROJECT TEAM

Iteris strives to help clients solve the problems that are the focus of the project by providing solutions that work, solutions that innovate, and solutions that are smart. These are reasons why clients know Iteris as a firm that goes above and beyond expectations to make client projects successful. One method to achieve these goals is by offering solutions and quality control (QA/QC). **Leading the Iteris Team as Project Manager (PM) is Mr. Braulio Ramirez and Mr. Gabriel Murillo as Principal-In-Charge.** Braulio will oversee the project development process, meetings of all the client's needs, and making any presentations as necessary. Gabriel will support quality assurance/ quality control (QA/QC) and will work with the team to ensure the areas of the corridor that need extra attention are administered. This includes in North Orange the Lincoln Avenue intersection which is split phase east and west which results in delay for Tustin Avenue. Also, the driveways for In-n-Out Burger and Chick-Fil-A near Lincoln Avenue as well as the Car Wash driveway which all experience overflow onto Tustin Avenue blocking the curb lane essentially reducing the capacity of Tustin Avenue during peak high business demand. La Veta Avenue and the SR-22 freeway ramps also pose a challenge and experience significant delay that will be another focus area for QA/QC.

iteris®

Iteris has helped more cities in Orange County modernize their traffic signal systems than any other firm over the past 30 years.

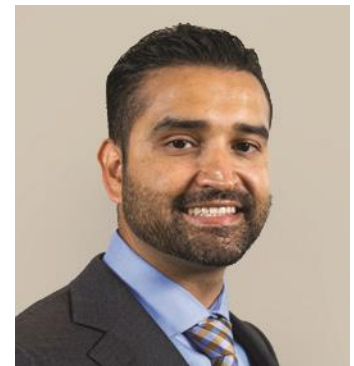
Iteris has identified **7 task leaders and 6 project engineers** who will provide innovative engineering solutions on this **Regional Traffic Signal Synchronization Program (RTSSP)** project. These experts are the right team with the knowledge and engineering creativity to not only analyze the current conditions, but also to prepare this critical corridor for the traffic growth that is being experienced weekly as the County is opening more capacity to businesses as the Covid shutdowns are curtailing. Experience summaries for key staff are provided below. With the offices in Santa Ana (headquarters) and Los Angeles, Iteris has the resources of over **125 staff members** in California dedicated to Traffic Engineering & Operations, ITS and Transportation Engineering, available to meet all the needs of the City. Iteris' staffing plan is represented in the staff identified in the Iteris organization chart (**Figure 1**) for each of the categories in accordance with the RFP. Based upon the specific task order to be issued, Iteris has the experienced local staff as required to meet the scope and schedule.

Project Management and Team Organization

Braulio has over **16 years of experience** in providing professional services in planning, design and implementation of traffic engineering and ITS. He has served as PM and Deputy PM for OCTA and various agencies in Southern California on numerous outstanding ITS Design and Traffic Engineering experience. He will utilize this experience and the lessons learned from these past projects to ensure this project runs smoothly meeting all the project objectives. Some of his **relevant** projects include:

- City of Santa Ana, Harbor Blvd Traffic Signal Synchronization (TSS)
- OCTA, Brookhurst Regional Traffic Signal Synchronization (RTSSP)
- OCTA, Bristol Street Traffic Signal Synchronization Project (TSSP)
 - Iteris has provided a letter of reference for Iteris project team as proof of our success in delivery projects on time and on schedule in **Appendix A**.
- City of Corona, ATMS Master Plan Update, Grant Services, Engineering Design Services and Project Management Services
- City of Rancho Cucamonga, Professional Design and Construction Support for the TSS for ATMS

His expertise includes Intelligent Transportation Systems (ITS) Design and Traffic Engineering. He has served as Project Lead Engineer on numerous ITS, Transit Signal Priority (TSP), and traffic engineering projects. Additionally, Mr. Ramirez has had developed effective work relationship with the Cities of Orange, Laguna Niguel, Anaheim, Irvine and Buena Park by providing on-call traffic engineering services.



Braulio Ramirez, PE
Project Manager

Availability 60%

Current Position
Senior Engineer

Education & Registrations
BS, Civil Engineering
PE, CA #85189

Years with Iteris 14 years



To support the Traffic Counts task, Iteris is pleased to offer the services of AimTD LLC (AimTD). Iteris has teamed with AimTD on numerous projects in southern California and has always been pleased with their work. AimTD has over ten years of experience providing accurate traffic data collection and is both a certified Women Business Enterprise (WBE), and a certified Small Business Enterprise (SBE) Micro by the State of California. AimTD has experience and resources to perform all tasks under this contract within the required time frame professionally and accurately. They are known for reliable and cost-effective services and a high level of customer support.

Iteris’ proposed team organization is provided in Figure 1. Resumes are included in Appendix B.

Figure 1 – Project Team Organization

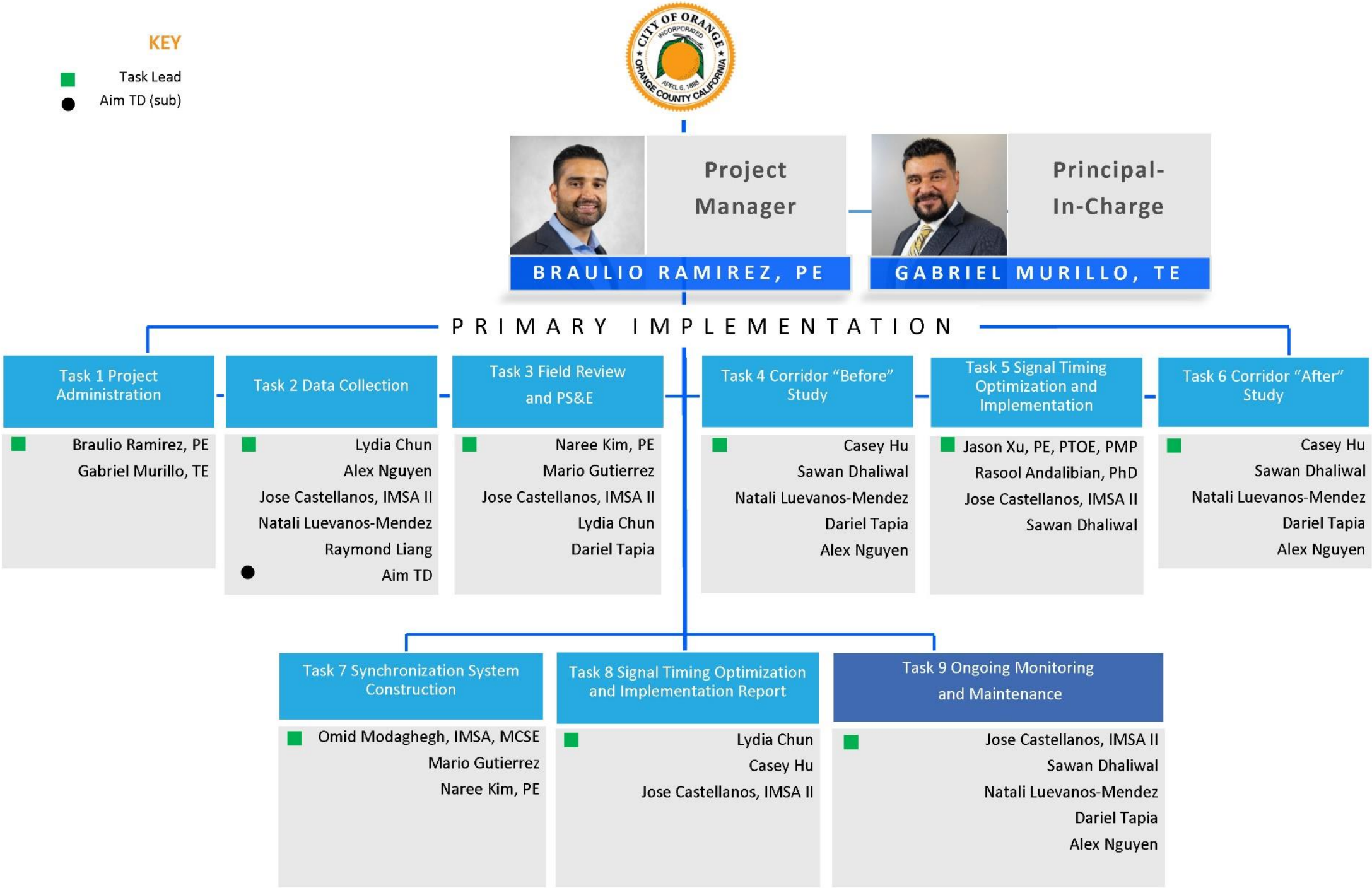


Table 1 summarizes the Iteris Team’s key staff member roles, relevant qualifications and availability.

Table 1 –Staff Roles, TSS Experience and Availability

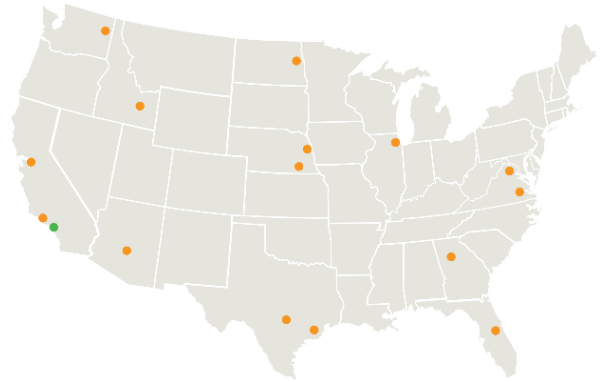
STAFF	ROLE	TRAFFIC SIGNAL SYNCHRONIZATION EXPERIENCE	AVAILABILITY
Iteris			
Braulio Ramirez, PE	Project Manager	<ul style="list-style-type: none"> Santa Ana, Harbor Blvd RTSSP OCTA, Bristol St RTSSP OCTA, Main St RTSSP 	60%
Gabriel Murillo, TE	Principal-In-Charge	<ul style="list-style-type: none"> Lincoln Blvd RTSSP OCTA, Pacific Coast Highway RTSSP Anaheim, Orangewood RTSSP Project 	40%
Naree Kim, PE	Task Leader - Field Review / PS&E	<ul style="list-style-type: none"> Irvine, Irvine Center Drive-Edinger Avenue RTSSP Irvine, MacArthur Ave RTSSP OCTA, Katella Ave RTSSP 	40%
Jason Xu, PE, PTOE, PMP	Task Leader – Signal Timing	<ul style="list-style-type: none"> OCTA, Brookhurst RTSSP SBCTA, San Bernardino Valley Coordinated TSS Ventura Main St. TSS 	40%
Jose Castellanos, IMSA II	Task Leader – O&M	<ul style="list-style-type: none"> OCTA, Katella Ave RTSSP OCTA, Pacific Coast Highway RTSSP SBCTA, San Bernardino Valley Coordinated TSS 	40%
Lydia Chun	Task Leader - Data Collection/Project Report	<ul style="list-style-type: none"> Laguna Woods, El Toro Road TSS and O&M Irvine, MacArthur Ave RTSSP Irvine, Irvine Center Drive-Edinger Ave RTSSP SBCTA, San Bernardino Valley Coordinated TSS 	40%
Omid Modaghegh, MCSE, IMSA	Task Leader - Synchronization System Construction	<ul style="list-style-type: none"> SBCTA, San Bernardino Valley Coordinated TSS Anaheim, Orangewood TSS Project OCTA, Pacific Coast Highway RTSSP 	40%
Casey Hu	Task Leader - Before & After Studies	<ul style="list-style-type: none"> SBCTA, San Bernardino Valley Coordinated TSS Irvine, MacArthur Boulevard RTSSP Irvine, Von Karmen RTSSP 	60%
Rasool Andalibian, PhD	Project Engineer	<ul style="list-style-type: none"> OCTA, Brookhurst RTSSP SBCTA, San Bernardino Valley Coordinated TSS OCTA, Pacific Coast Highway RTSSP 	50%
Mario Gutierrez	Project Engineer	<ul style="list-style-type: none"> OCTA, Brookhurst RTSSP Irvine, MacArthur Ave RTSS South Gate, Tweedy Blvd Signal Synchronization 	50%
Sawanpreet Dhaliwal	Project Engineer	<ul style="list-style-type: none"> OCTA, Main Street RTSSP Irvine, MacArthur Boulevard RTSSP OCTA, Katella Ave RTSSP 	50%
Alex Nguyen	Project Engineer	<ul style="list-style-type: none"> Irvine, Walnut Avenue/The Mall Traffic Signal Improvements Irvine, Irvine Center Drive/Edinger Avenue RTSSP LADOT, East San Fernando Valley Transit Corridor Project 	50%
Natali Luevanos-Mendez	Project Engineer	<ul style="list-style-type: none"> Irvine, Irvine Center Drive-Edinger Ave RTSSP OCTA, Main St RTSSP Laguna Woods, Moulton Parkway TSS 	60%
Raymond Liang	Project Engineer	<ul style="list-style-type: none"> OCTA, Katella Ave RTSSP Rancho Cucamonga, Professional Design and Construction Support for the TSS for ATMS 	60%

STAFF	ROLE	TRAFFIC SIGNAL SYNCHRONIZATION EXPERIENCE	AVAILABILITY
		<ul style="list-style-type: none"> OCTA, Main St RTSSP 	
Dariel Tapia	Project Engineer	<ul style="list-style-type: none"> OCTA, Main Street RTSSP Garden Grove, Traffic Signal Modifications for various intersections 	70%
AimTD			
Edward Polunin	Traffic Data Collection - Project Manager	<ul style="list-style-type: none"> Port of Long City of Pasadena LADOT City of Santa Monica 	40%
Olga Polunin, MBA	Traffic Data Collection - Project Director	<ul style="list-style-type: none"> LADOT City of Santa Monica City of Pasadena City of Torrance 	30%
Manuel Espinoza	Traffic Data Collection - Field Technician	<ul style="list-style-type: none"> City of Santa Monica Port of Long Beach City of Pasadena LADOT 	45%

4) EXPERIENCE AND QUALIFICATIONS

Iteris Background

Iteris is the market leader in smart mobility infrastructure management solutions to the transportation industry since 1987. Iteris' 425 staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion and improve safety; and empower Iteris clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana, CA with nationwide coverage.



Iteris team members are experts in the fields of transportation planning, traffic engineering and ITS. Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation, performance monitoring and systems management. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies improve safety, reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information. Iteris was founded based on the principle of providing quality solutions on time and within budget. Committed to the transportation industry, Iteris applies in depth knowledge to solve the most challenging problems associated with the movement of people and goods to enhance a growing economy. Iteris delivers precise solutions that meet customer needs and expectations.

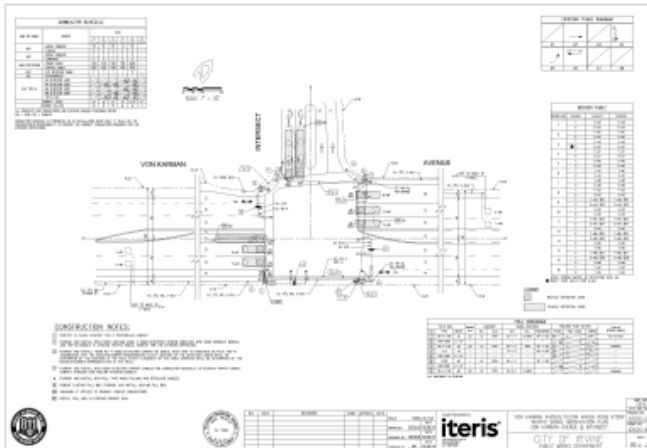
Iteris has extensive, relevant experience in Traffic Engineering, ITS Design and Traffic Signal Synchronization, and has worked with numerous agencies throughout California. Iteris' project experience ranges from planning and design to the implementation of multimodal transportation systems and signal synchronization plans which includes the following highlighted projects.

Technical Expertise and Staff Qualifications

Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris has co-authored the industry standard [FHWA Traffic Control Systems Handbook](#) and has assisted multiple agencies throughout the U.S. in the development of signal operation standards.

TRAFFIC SIGNAL DESIGN

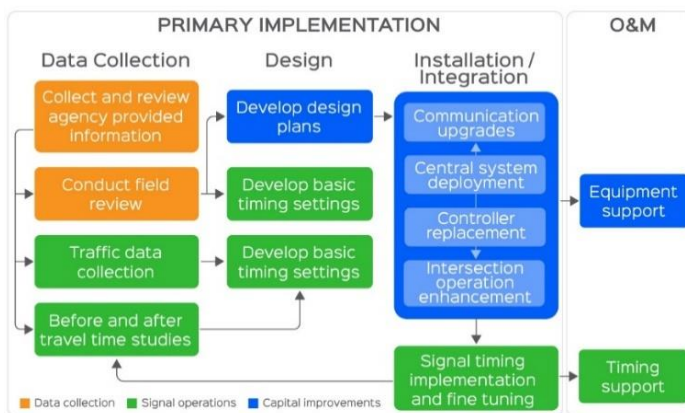
As a leader in traffic engineering, Iteris has extensive experience providing planning and design of traffic signals and associated systems to improve safety and efficiency, extend capital investment life, and modify and improve operations, including for transit and emergency vehicles, pedestrians, and bicyclists. **Iteris has been an integral part of design and deployment of thousands of signals nationwide.** Our approach stems from a comprehensive understanding of traffic operations, and our engineers strive to provide cost-effective and problem-solving solutions within our signal planning and design. Iteris has extensive experiences in all stages of design development from signal system analysis, evaluation, and master planning to detailed Plans, Specifications, and Estimates (PS&E), hardware selection, and integration of hardware in the field. We utilize our extensive equipment knowledge and experience to help municipalities implement the right solution for their needs.



- Traffic signal design and modification
- TSP and EVP implementation
- Signage and striping
- Detection selection and implementation
- Signal Performance Measures (ATSPM) modifications
- Traffic signal phasing
- Standard development
- Construction Assistance
- Testing and training

TRAFFIC SIGNAL TIMING AND SYNCHRONIZATION

Iteris excels in the assessment of existing traffic signal timing operations to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations and bicycle traffic. **Iteris has designed, deployed or equipped over 1/3 of the signalized intersections in the United States. This expertise and relevant experience acquired from projects throughout the country and the solutions that are required for unique challenges in various parts of the country will guarantee all signal timing projects have the best solution implemented.** Iteris continues to innovate in developing advanced solutions to complex problems with traffic operations. Iteris has extensive experience successfully completing numerous signal timing optimization projects throughout the country.



- Signal timing/coordination analysis
- Inter-jurisdictional and regional traffic signal coordination optimizations
- Traffic signal phasing
- Development of arterial traffic calming measures
- Transit Signal Priority (TSP) timing
- Before and after studies
- Area-wide street network analysis
- Vehicular and pedestrian safety
- Ongoing Operations and Maintenance (O&M)
- Construction assistance
- Training

TRAFFIC SIGNAL SYSTEM UPGRADE

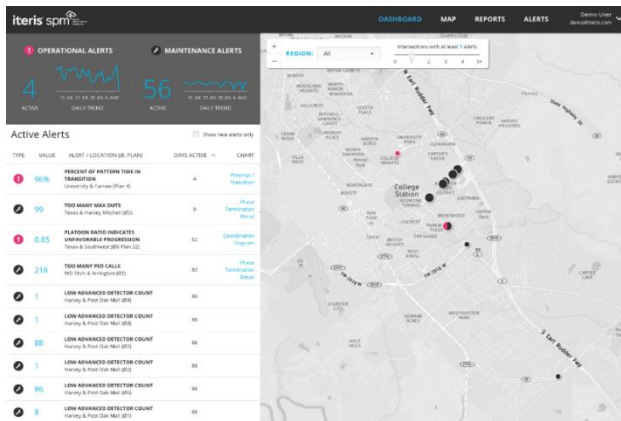
Iteris understands the importance of following the Systems Engineering (SE) approach when selecting a new or upgraded traffic signal system. Recommendations for such upgrades are based on the City's needs, available resources, and desired future growth. Iteris leverages Iteris' extensive experience with every signal controller and central system in the market to best guide Iteris clients when selecting a system. Iteris provides signal O&M support through physical or remote access to many agency central systems throughout Southern California. As users of various systems, from day-to-day operation to special event management, Iteris understands the features that have been, or will be implemented by each vendor/manufacture. Furthermore, Iteris has provided troubleshooting and beta testing support of central systems that has resulted in numerous improvement modifications to these systems.

- System Evaluation and Selection
- Signal System Upgrade and Migration
- Intersection Configuration
- Intersection Graphics
- Signal System Alerts
- Operations and Maintenance (O&M)
- Special Event Operations
- Training

Proper and detailed documentation has been critical in Iteris' success in traffic signal system upgrades. This begins from identifying a standard, to providing the appropriate training and material to ensure every client is able to operate and maintain his/her specific system.

ADVANCED TRAFFIC SIGNAL PERFORMANCE MEASURES (ATSPM)

SPM is an emerging solution designed by Traffic Engineers for Traffic Engineers that will revolutionize the way agencies manage signal timing and safety at signalized intersections in the coming years. Iteris' SPM solution provides a proactive understanding of your arterial and intersection operations with clearer insights and actionable information, and is used by agencies across the Country to improve mobility and safety.



With Iteris' SPM, you can:

- Evaluate detailed, per movement/phase information at the intersection level, such as volumes, delay, and Level of Service
- Understand causes of intersection congestion/ delay
- Provides a feedback loop to improve real time signal/arterial operations
- Access transportation network effectiveness and system delay
- Before/after studies, including comparison of real-time to historical data
- Volume at the intersection level

ITS INTEGRATION

Integration – Systems integration is a key component of successful multimodal, regional multi-agency, and complex operating environments. Specialized engineering expertise and skillsets are necessary to overcome all institutional challenges, whether deploying a new system, expanding a legacy system, or aggregating subsystems. Iteris utilizes its extensive experience in complex system engineering, design, product development, systems integration, implementation, system acceptance testing and continued operational maintenance, to integrate all necessary aspects of a complete system including but not limited to hardware, software, and the user-interface into a fully-functional, cost-effective, and turnkey solution. Iteris is committed to providing high-quality products, integrated solutions, and around-the-clock support to meet the client's needs during the entire lifecycle of the program and keep them up and running well into the future.

Integration

- Systems Design, Engineering, Management, Installation, Integration, Implementation
- Hardware and Software Development

Iteris understands customer relationships and what it takes to facilitate agreements among stakeholders, as well as implement and operate multi-jurisdictional or intermodal systems. When it comes to understanding the connection between subsystems, program phasing, interagency communications, and integration, Iteris has the experience to deliver superior results time and again. With backgrounds in systems engineering, in-house testing of all customer hardware/software, object-oriented development, and hardware/software development, Iteris provides integrated solutions which solve current and future transportation challenges before they arise. Additionally, Iteris develops and documents system requirements as well as performs system acceptance testing to ensure results meet system requirements. Iteris understands its client's needs and provides cost-effective system solutions to complete the most complex tasks on-time and within budget. At the conclusion of a project, Iteris ensures that the client has a fully-functional system they understand and can utilize for years to come.

CONSTRUCTION SUPPORT/INSPECTION

Iteris keeps traffic moving during project construction. The firm's ITS, traffic engineering, and transportation planning experts provide a dynamic combination of skills to anticipate traffic management challenges, implement traffic control plans, and design during the different phases of development. Iteris has significant experience in building consensus on construction period traffic patterns among public agencies, business owners, and the public. Iteris also designs temporary installations of traffic control devices such as video/radar detectors, Dynamic Message Signs (DMS), and ramp meters that can be relocated during various stages of construction. Traffic Management Plans (TMP) frequently utilize portable DMS and highway advisory radio. Iteris prepares plans for temporary parking, temporary access to adjoining properties, and transit service and mitigation measures on detour routes. Iteris is fully acquainted with many local agency and Department of Transportation guidelines and requirements for TMP. Iteris also provides program and project management assistance during construction by serving as an extension of agency staff, directly interfacing with adjacent cities, Caltrans, utility companies, and third-party contractors. Iteris will ensure projects are deployed according to plans and specifications, on schedule, and within budget. Iteris staff can be available to support the activities listed below:

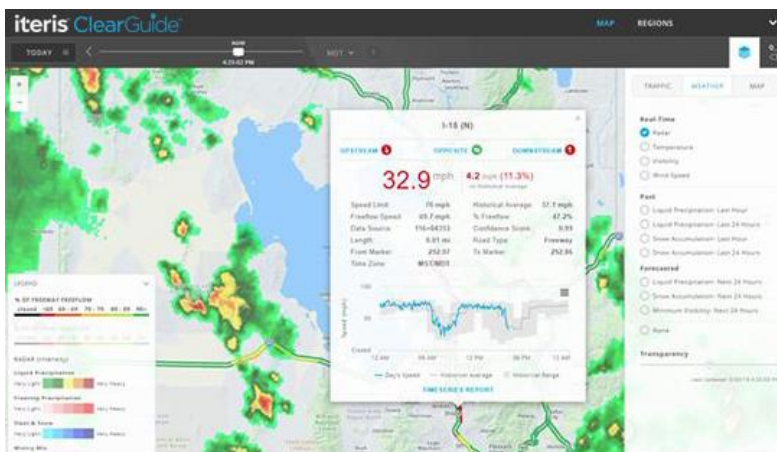
- Communications Infrastructure
- Community Outreach
- Detour Plans
- ITS Surveillance Elements
- Pre-construction Planning
- Signing and Striping Plans
- Staged Construction Analysis
- Traffic Maintenance
- Traffic Management Centers
- Traffic Management Planning
- Traffic Signal Systems

- Attendance at pre-bid meeting
- On-site construction support
- Assistance with bid process, selection and award
- Communicating through agency staff, respond via phone and email to requests for information by contractor or agency staff
- Support approval process of submittals and shop drawings by contractor

CLEARGUIDE™

Iteris' ClearGuide software solution measures and manages transportation networks, providing actionable information to optimize the flow of entire networks and to ensure the effectiveness of signal timing deployments are maintained throughout the project duration.

Moving Ahead for Progress in the 21st Century (MAP-21) emphasizes performance management and monitoring across multiple transportation modes, and in particular identifies reducing congestion and improving reliability of the transportation system among the priority performance goals. Supporting annual traffic management and operations performance reporting by actively identifying key measures to help inform how agencies can better operate the regional systems to improve efficiency.

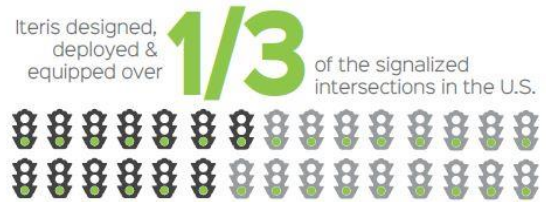


Iteris' ClearGuide provides:

- Reliability measurement of the transportation on network
- Benefit/cost analysis of delay and congestion on to your entire transportation on network
- Project evaluation on using before and after analytics
- Weather visualization in conjunction with traffic
- Predictive and actionable information
- 3rd party traffic data ingestion and processing
- Bottleneck reporting and visualization

Relevant Traffic Signal Synchronization Project Experience

Iteris has extensive, relevant experience in Traffic Engineering, ITS Design and Traffic Signal Synchronization, and has worked with numerous agencies throughout California. Iteris' project experience ranges from planning and design to the implementation of multimodal transportation systems and signal synchronization plans which includes the following highlighted projects.



ITERIS, INC.

OCTA TRAFFIC SIGNAL SYNCHRONIZATION (TSS) PROGRAM

ORANGE COUNTY, CA

Key Staff Gabriel Murillo, Jason Xu, Jose Castellanos, Braulio Ramirez, Naree Kim

Duration 1/2015 – Ongoing

Project Outcome and Relevance: Cross-jurisdictional signal synchronization involving different TMC central systems and multiple Caltrans intersections.

Iteris has been retained by the Orange County Transportation Authority (OCTA) and local agencies since 2008. As part of the on-call contracts, Iteris has been tasked with providing the following services:

- Design and installation of communication system (Ethernet-over-copper, fiber optics, and/or wireless)
- Traffic signal controller hardware and software implementation
- Central traffic signal system installation and integration
- Traffic Management Center (TMC) upgrade
- Installation of GPS units at State-owned intersections
- Detailed vehicular, pedestrian, and bicycle data collection
- Signal synchronization analysis to provide weekday (AM, MD, PM) and weekend coordination timing plans
- Signal timing implementation at agencies' TMC
- Observations of new timings in the field and fine-tuning of timings at agencies' TMCs
- Operation and maintenance support



Iteris has been re-selected as the highest ranked firm in 2012 and then again in 2015) for a multi-year on-call contract to provide traffic signal engineering and regional synchronization services throughout the County.

To date, Iteris has either completed or is currently working on the following projects as part of our on-call services with OCTA:

- Katella Avenue (9 agencies; 68 signals, 17 miles. Fee= \$674,000)
- Warner Avenue (5 agencies; 43 signals, 13 miles. Fee= \$703,630)
- Pacific Park / Oso (6 agencies; 32 signals, 8 miles. Fee= \$557,770)
- Trabuco Road (2 agencies; 14 signals, 5 miles. Fee=\$319,000)
- Newport Boulevard (3 agencies; 33 signals, 7 miles. Fee= \$1,406,270)
- Bristol Avenue (4 agencies; 42 signals, 8 miles. Fee= \$2,160,360)
- Pacific Coast Highway (1 agency, 27 signals, 11 miles, Fee=\$2,016,238)
- Brookhurst Avenue (6 agencies, 59 signals, 16.5 miles, Fee= \$3,534,110)
- Main Street (3 agencies, 67 signals, 12 miles, Fee= \$3,640,000) [SEE FULL PROJECT DESCRIPTION BELOW](#)
- Katella Avenue (7 agencies, 73 signals, 20 miles, Fee= \$4,800,000) [SEE FULL PROJECT DESCRIPTION BELOW](#)
- Warner Avenue (3 agencies, 42 signals, 14 miles, Fee= \$5,000,000)

OCTA MAIN STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS (RTSP) – ORANGE COUNTY, CA

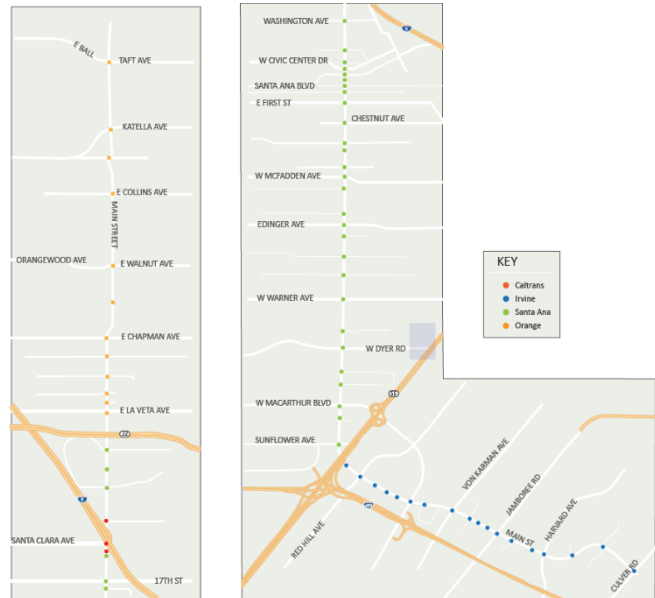
Key Staff	Bernard Li (PM), Braulio Ramirez (PS&E and Integration Lead), Casey Hu, Sawan Singh Dhaliwal, Jose Castellanos, Raymond Liang, Lydia Chun (Project Engineers)
Duration	12/2019 – Ongoing

Project Outcome and Relevance: Signal synchronization along major arterials and synchronization with Caltrans intersections.

Iteris was selected by OCTA for a \$3.6 million regional traffic signal synchronization project along 12 miles of the Main Street corridor extending through the Cities of Orange, Santa Ana, and Irvine in Orange County, California. The three-year project includes signal coordination and timing improvements, with the aim of improving traffic flow, enhancing public safety and decreasing stops. Under the project agreement, Iteris will provide services that will upgrade traffic signal electronics and communications equipment, and optimize signal timing along Main Street, a major north-south corridor that comprises 67 major signalized intersections.

As part of the project, Iteris' Intersection-as-a-Service™ end-to-end solution offering will deliver proactive monitoring of traffic signal operations at all project intersections. The primary goal of this project is to deploy new Intelligent Transportation System (ITS) equipment and communication infrastructure to support the management of the cities' transportation network, implement optimized coordination timing plans to achieve optimal traffic flow, and improve safety for all road users, including vehicles, buses, bicycles and pedestrians.

Iteris is proud to support OCTA's goal of improving the safety and mobility of road users by embarking on this traffic signal synchronization project. This initiative will ultimately help increase the value and effectiveness of the region's existing transportation infrastructure, while improving air quality and reducing fuel consumption.

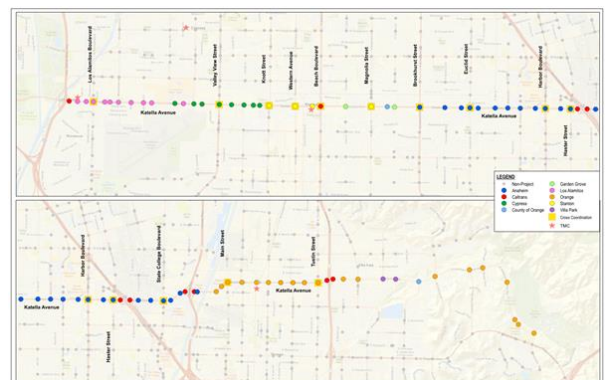


OCTA KATELLA AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS (RTSP) – ORANGE COUNTY, CA

Key Staff	Gabriel Murillo (PM), Jason Xu (Signal Timing Lead), Omid Modaghegh (Integration Lead), Naree Kim (Data Collection Lead), Jose Castellanos, Mario Gutierrez (Project Engineers), Casey Hu, Sawan Singh Dhaliwal, Lydia Chun
Duration	2/2020 – Ongoing

Project Outcome and Relevance: Signal synchronization along major arterials and synchronization with Caltrans intersections.

Iteris was selected by OCTA for a \$4.7 million regional traffic signal synchronization project along approximately 20 miles of the Katella Avenue corridor extending through the Cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, Villa Park and the County of Orange jurisdictions in Orange County, California. The three-year project includes signal coordination and timing improvements, with the aim of improving traffic flow, enhancing public safety and decreasing stops. Under the project agreement,



Iteris will provide services that will upgrade traffic signal electronics and communications equipment, and optimize signal timing along Katella Avenue / Villa Park Road / Santiago Canyon Road, a major east-west corridor that comprises 73 major signalized intersections.

As part of the project, Iteris' Intersection-as-a-Service™ end-to-end solution offering will deliver proactive monitoring of traffic signal operations at all project intersections. The primary goal of this project is to deploy new Intelligent Transportation System (ITS) equipment and communication infrastructure to support the management of the cities' transportation network, implement optimized coordination timing plans to achieve optimal traffic flow, and improve safety for all road users, including vehicles, buses, bicycles and pedestrians. Iteris is proud to support OCTA's goal of improving the safety and mobility of road users by embarking on this traffic signal synchronization project. This initiative will ultimately help increase the value and effectiveness of the region's existing transportation infrastructure, while improving air quality and reducing fuel consumption.

ON CALL TRAFFIC ENGINEERING/PLAN CHECKING/DESIGN/PUBLIC WORKS INSPECTION SERVICES – CITY OF ORANGE, CA

Key Staff	Gabriel Murillo (PM), Naree Kim (Construction Support/Inspection Task Lead), Braulio Ramirez (Design/Plan Check Task Lead), Jason Xu (Signal Synchronization Task Lead)
Duration	9/2017 – Ongoing

Project Outcome and Relevance: Provided traffic engineering design and planning services per request base including plan checking.

Iteris has been providing traffic engineering and transportation planning services on an on-call basis to the City of Orange for several years. As part of this contract, Iteris staff has executed task orders such as the review of traffic control plans as well as the City's annual pavement plan. Iteris developed new signal timing plans for the new signal at the Santiago Canyon Road/Holy Sepulcher Cemetery Driveway intersection, including generating new basic timing parameters to match the latest state and City standards. In addition, Iteris prepared a peer review of an existing TIA for Sunrise Assisted Living at Lincoln/Oceanview, which included a high level review of an existing TIA and identifying whether implementing a signal would be feasible even if the study showed that no signal was warranted. Other measures to alleviate resident complaints were considered as well. Iteris evaluated the option of implemented a mini-roundabout at Palmyra Avenue and Glassell Street, which included alternatives and potential costs. Iteris also prepared a simulation to identify potential operational issues was also completed along Palm Avenue between Cypress Street and Glassell Street with a pedestrian scramble intersection. Lastly, Iteris' services included preparing traffic control plans per the City's preference (on aerial background) for events in the City, such as the Orange May Parade and an event on July 3rd.

ARTERIAL REHABILITATION PROJECT (TRAFFIC SIGNAL MODIFICATION)

CITY OF PLACENTIA, CA

Key Staff	Naree Kim (PM), Mario Gutierrez (Design Lead), Casey Hu (Project Engineers)
Duration	7/2019 – 1/2021

Project Outcome and Relevance: Provide traffic engineering design services for three locations for traffic modification including communication and ITS upgrades and extended the service during construction phase. Iteris is the project traffic engineer on a consultant team that provides full PS&E design and signal timing review services to the City of Placentia for the Arterial Rehabilitation Project. For the PS&E phase, Iteris is responsible for the signal modification design of three (3) project intersections. Iteris was also responsible for updating the basic timing parameters for all project intersections. Two (2) of the project intersections include upgrading the phasing and necessary signal equipment to provide flashing yellow operations. Other key improvements included new poles and mast arms, video detection system installation, full signal re-wiring, and CCTV camera relocation.

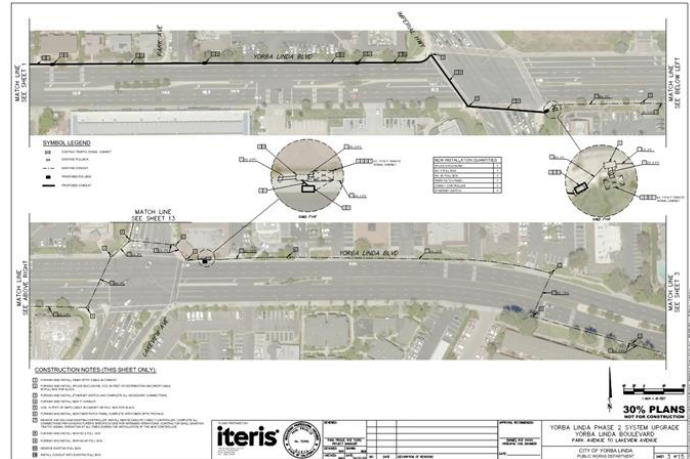
ITS PHASE 2 CONCEPTS COMMUNICATION UPGRADE PROJECT

CITY OF YORBA LINDA, CA

Key Staff Paul Frislie (PM), Naree Kim (Design Lead)

Duration 2/2019 – 12/2019

Project Outcome and Relevance: Provided traffic engineering design and ITS services to develop City-wide ITS phase 2 concept plans and estimates. Iteris was the lead design firm to provide concept fiber optic design plans for the City of Yorba Linda's ITS Phase 2 program. The concept plans will provide the City with details to pursue funding for detailed design and construction. The project limits are along Yorba Linda Boulevard between Casa Loma Avenue, Casa Loma between Yorba Linda Blvd and City Hall, Lakeview Avenue between Yorba Linda Blvd and Lemon, and Lemon Avenue and Main Street. The project also includes the concept design for a changeable message sign (CMS) along Imperial Highway south of Kellogg. Including the conceptual plans, Iteris provided a baseline construction cost estimate.



AIMTD LLC.

ON-CALL TRAFFIC DATA COLLECTION - YORBA LINDA, CA

Reference Tony L. Wang, P.E, TE, PTOE, Traffic Engineering Manager, (714) 961-7170, twang@yorbalindaca.gov

Duration 2018 - Ongoing

AimTD was selected to conduct 2018 citywide average daily traffic counts at 147 locations. In 2019, AimTD collected citywide speed study measurements for use in Engineering and Traffic Survey at 125 locations as a sub-consultant to Lin Consulting. Currently, AimTD provides Intersection Turning Movement Counts, Bicycle and Pedestrian Counts, Average Daily Traffic Counts and Speed Surveys on as needed basis and as a part of the On-Call Contract with the City of Yorba Linda.

OCTA CMP TRAFFIC DATA COLLECTION – ORANGE COUNTY, CA

Reference Archie Tan, TE, OCTA, Senior Transportation Modeling Analyst, (714) 560-5845, atan@octa.net

Duration 2018 - 2019

OCTA is the designated Congestion Management Agency (CMA) for Orange County. To ensure local jurisdictions' continued eligibility for state gas tax funds made available through Proposition 111, local jurisdictions must meet certain roadway Level of Service (LOS) standards. As the CMA, OCTA collects and compiles the traffic data needed to monitor local jurisdiction compliance with the LOS standards. AimTD was selected to collect data that provided traffic data input for the 2019 Congestion Management Program (CMP). The tasks included:

- Intersection Turning Movement Counts, at 101 intersections, 3 days, Tuesday, Wednesday and Thursday, AM and PM peak hours
- 48- hour Pedestrian /Bicycle ADT counts at 20 locations
- 24- hour Mid-Block ADT Counts at 50 locations
- Supplemental Intersection Turning Movement Counts at 13 locations
- Supplemental Travel Time Runs for SR-91 between SR-57 and I-15 for AM Peak period and PM Peak period. (32 runs)

5) PROJECT UNDERSTANDING AND APPROACH

Project Understanding

Tustin Avenue-Rose Drive is one of the primary north-south arterials with a mix of residential, retail business, light industrial, and highway-oriented commercial land uses which is parallel to SR-55. This project will provide ITS upgrades, new traffic signal control equipment, communication improvements, and traffic signal synchronization for 54 signalized intersections along a 11.4-mile segment of Tustin Avenue-Rose Drive in the Cities of Yorba Linda, Placentia, Orange, Anaheim, Santa Ana, Tustin, and Caltrans jurisdictions. We view this project as a critical way to have a high level of integrated signal operation to enhance mobility and safety for all roadway users and to reduce congestion and traffic impacts within local communities.

The main goals of this project are:

- Implementing traffic operations improvements that enhance public safety for all modes of transportation
- Improving traffic progression and operations
- Reducing traffic delays and decreasing stops
- Cultivating proactive traffic management by leveraging technologies like SPM through improved ITS / communication infrastructure

To achieve these goals, Iteris will closely work with project stakeholders to undertake all the activities as summarized in the scope of work of the RFP. To demonstrate Iteris' commitment to delivering the City of Orange and the Stakeholders the best results for safe and efficient mobility along the corridor, our staff has conducted considerable field work along the project corridor in support of our proposal. **Figure 2** provides a map of the corridor, its characteristics and key observations made through our field reconnaissance and per the RFP.

Iteris also understands that we are in an unprecedented time due to the COVID-19 pandemic that changes our lifestyles and traveling behavior, which also presents challenges to transportation that we have never seen before. **Iteris is the only firm that can offer comprehensive analytics provided by ClearGuide™ platform to achieve real-time monitoring of the changing traffic patterns that will contribute to the most suitable signal timing.**

Table 2 summarizes the impacts due to COVID-19 and potential changes in traffic patterns in the post COVID-19 era. While these changes significantly reduced traffic levels, the improvements experienced with reduced Covid infections are allowing for more opening of businesses and after a year of "lockdown" people are ready to get out and based on recent traffic levels, Orange County residents are going out. Thus, traffic levels are growing but not quite fully restored to the levels pre-covid.

Iteris is aware of the impacts due to COVID-19 which presents challenges to transportation. Iteris will utilize analytics tools to provide real-time monitoring of the changing traffic patterns

TRAFFIC SIGNAL SYSTEM UPGRADES AND INTERSECTION ITS IMPROVEMENTS

This project intends to modernize each City's traffic signal system along Tustin Avenue-Rose Drive to take full advantage of the opportunities and benefits offered by new ATC standard controllers and central system software. All participating cities also intend to utilize new smart camera technology, which will provide state of the art detection for traffic signal operation and will be used in conjunction with the City's fiber optic communication network to provide CCTV images and traffic data to a central system user. There are specific needs for each City that the following improvements will address as shown in **Table 3**.

Figure 2 – Project Map Improvements

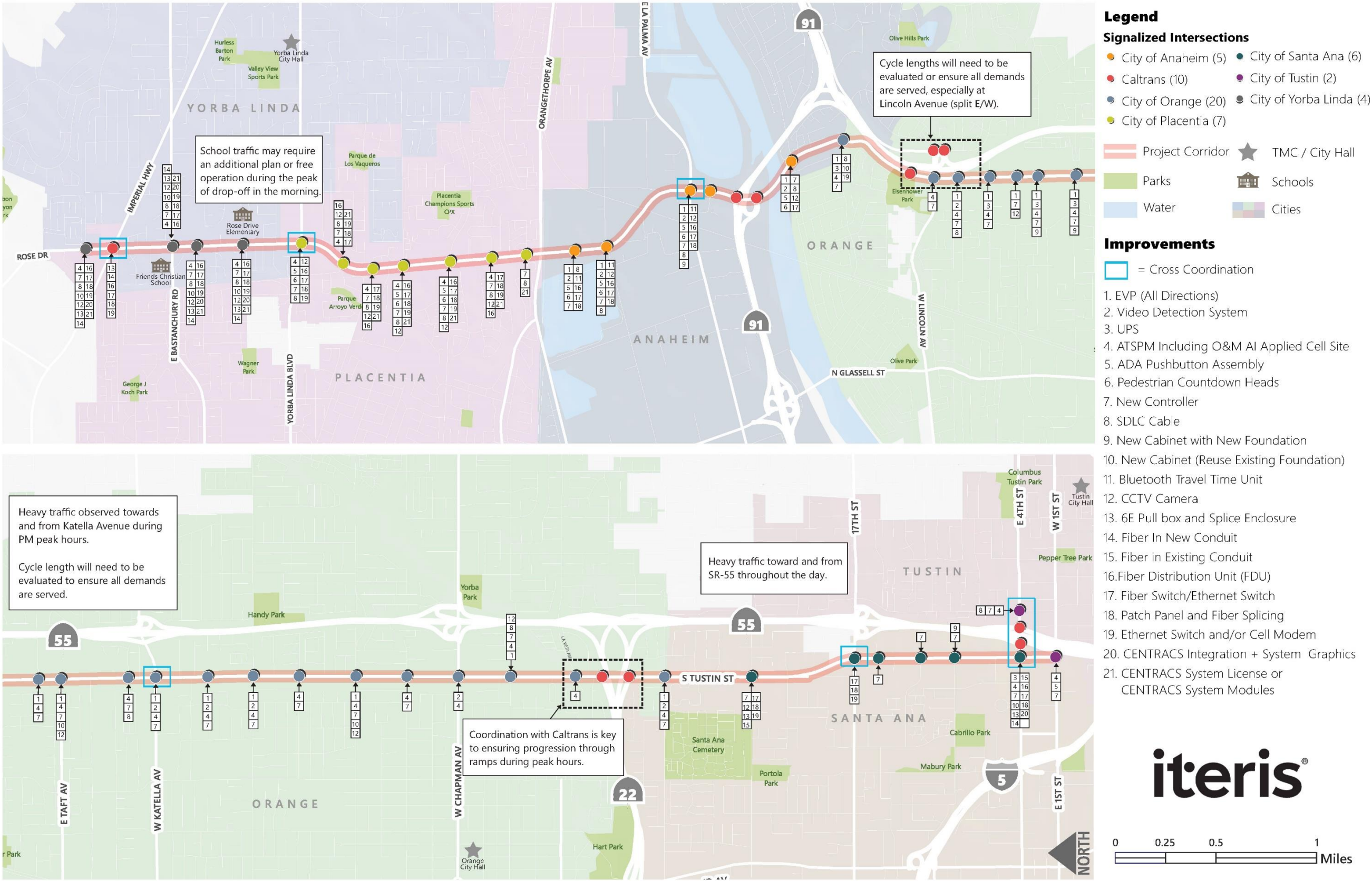


Table 2 – Land Uses along Tustin Ave – Rose Dr and Potential Traffic Pattern changes due to COVID

EXISTING LAND USE	EXAMPLES	TYPICAL TRAFFIC PATTERNS	POTENTIAL CHANGES DUE TO COVID-19	IMPACTS OF CHANGES ON TRAFFIC PATTERNS	SOURCE OF DATA DRIVEN DECISIONS
SCHOOLS	<ul style="list-style-type: none">Friends Christian SchoolRose Drive Elementary SchoolThe Open SchoolCalvary Christian School	Morning drop-off and afternoon pick-up with some pick up later in the day due to after school day care. High concentration of traffic (vehicle, pedestrian, bike) during a short peak period.	Changing start times, splitting number of students on campus at any one time.	Lower traffic volumes during peak periods and new peaks if school is conducted in shifts or start times are delayed	SPM data to identify new peaks at intersections near schools.
RECREATIONAL/ PARKS	<ul style="list-style-type: none">Eisenhower ParkCarbon Canyon Reginal Park	Demand driven by day of week, time of day and weather. Typically, traffic demand highest on warm weekends and weekday evenings.	Limited accessibility or usage of recreational facilities with sports activities cancelled	More people congregating at parks and public outdoor spaces	ClearGuide probe-based origin-destination data and probe-based volume changes to identify hot spots during different days and seasons
RESIDENTIAL	<ul style="list-style-type: none">Mix of high densitySingle family dwellingsSenior/assistant living	Shorter cycle lengths preferred in residential area. Shorter wait time on side streets or left turns is often requested by residents.	Increased numbers of people working from home when possible. Less likely to join carpools or transit. More likely to walk in the neighborhood	Likely to see traffic demand spread through the day, which will flatten the curve of peak hour volumes. Net increase is likely over time due to less transit and carpool trips. More pedestrians.	ClearGuide data to verify traffic volumes changes. SPM data to verify pedestrian push button actuations at intersections.
RETAIL/ SHOPPING/ RESTAURANTS	<ul style="list-style-type: none">Big box storesLocal based smaller retailSit-down restaurantsFast food restaurants	More traffic was observed around lunch hours and weekends, especially around holiday seasons	Smaller groups allowed in shops and restaurants. Big box/ grocery stores expected to continue to see increased volume of customers.	More curbside pickup for restaurants and retail. More drive-thru at fast food restaurants. More traffic at grocery stores.	ClearGuide data to identify traffic volumes fluctuations. SPM data to check turning movements at shopping center signalized intersections
OTHER	<ul style="list-style-type: none">ChurchesOffice/medical buildings	High concentration of traffic during short peak periods (e.g. Sunday for churches and weekday AM and PM for office buildings)	Changing or staggered start times, smaller turnout for physical distancing	Traffic demand spread through the day with lower traffic volumes during peak periods but potentially more peaks	SPM data to identify new peaks at intersections.

Table 3 - Project Improvements Summary

AGENCY	INTERSECTION				COMMUNICATION		TMC
Tustin (2 signals)	<ul style="list-style-type: none">ADA Push ButtonsCobalt ATC Controller	(2) (2)	<ul style="list-style-type: none">Radar Detection	(2)	N/A		<ul style="list-style-type: none">ATSPM
Santa Ana (6 signals)	<ul style="list-style-type: none">UPSATC Controller	(1) (5)	<ul style="list-style-type: none">Controller CabinetVDS	(1) (1)	<ul style="list-style-type: none">Fiber upgrades in existing conduitEthernet Switches at 3 intersections	<ul style="list-style-type: none">CCTV camera at one intersection	<ul style="list-style-type: none">ATSPMCentracs licenses or modules
Orange (20 signals)	<ul style="list-style-type: none">ATC ControllerEVPUPS	(18) (14) (4)	<ul style="list-style-type: none">Controller CabinetVDS	(5) (6)	<ul style="list-style-type: none">Ethernet Switch at one intersection	<ul style="list-style-type: none">CCTV Cameras at 4 intersections	<ul style="list-style-type: none">Iteris SPM
Anaheim (5 signals)	<ul style="list-style-type: none">ATC ControllerController CabinetVDS	(5) (1) (4)	<ul style="list-style-type: none">Push ButtonPedestrian HeadBlue Tooth	(4) (4) (3)	<ul style="list-style-type: none">CCTV Cameras at 3 intersections	<ul style="list-style-type: none">Fiber upgrades at 4 intersections in existing and/or new conduit	
Placentia (7 signals)	<ul style="list-style-type: none">Push ButtonPedestrian Head	(3) (3)	<ul style="list-style-type: none">ATC Controller	(7)	<ul style="list-style-type: none">CCTV Cameras at 6 intersectionsFiber upgrades in existing and new conduit	<ul style="list-style-type: none">Ethernet Switches at 6 intersections	<ul style="list-style-type: none">ATSPMCentracs licenses or modules
Yorba Linda (4 signals)	<ul style="list-style-type: none">ATC Controller	(4)	<ul style="list-style-type: none">Controller Cabinet	(4)	<ul style="list-style-type: none">CCTV Cameras at 4 intersectionsFiber upgrades in existing and new conduit	<ul style="list-style-type: none">Ethernet Switches at 4 intersections	<ul style="list-style-type: none">ATSPMCentracs licenses or modules
Caltrans (10 signals)	<ul style="list-style-type: none">N/A	N/A	<ul style="list-style-type: none">N/A	N/A	<ul style="list-style-type: none">Fiber in new conduit	<ul style="list-style-type: none">Ethernet switch at 1 intersection	<ul style="list-style-type: none">N/A

ITS AND COMMUNICATION UPGRADES

Installation of conduit and fiber optics communication system: The Cities of Yorba Linda, Placentia, Anaheim, and Santa Ana will be installing fiber optic communication along the corridor within their jurisdiction by using existing and new conduit infrastructure. During our field reconnaissance in the City of Yorba Linda, it was noted that there can be potential savings by using existing advance loop detection conduits (~450' of existing conduit, which is about \$20k in savings by not installing new conduit) at the Pedestrian Crossing (Equestrian Crossing) and School Crossing to install the fiber. Since new conduit will be installed for most of the corridor within Yorba Linda, construction costs will be very expensive. By using as much existing conduit as possible, the City can potentially apply the savings for something else.

The City of Placentia will use most of the existing conduit infrastructure for the proposed fiber optic cable, except within the limits of Rose Drive/Del Cerro and Del Cerro/Orangethorpe Avenue. The Cities of Anaheim and Santa Ana will be installing fiber optic cable in existing conduit. Tustin Avenue at 17th Street in Santa Ana has fiber optic communication (96 smfo going west), which will be the termination point to bring Santa Clara online via fiber.



Upgrading traffic signal and communication hardware: This activity will include upgrading traffic signal controllers and controller cabinets, pedestrian push buttons, countdown pedestrian heads, emergency vehicle preemption (EVP), video detection systems (VDS), and CCTV cameras. The communication hardware upgrade includes fiber Ethernet switches, splice enclosures, fiber distribution units and pull boxes. For the City of Santa Ana, the RFP calls for replacing the CPU in the existing controllers; however, we recommend that the City install new controllers instead because power supplies and screen displays are more likely to fail in older controllers. Coordination with Caltrans will be necessary to install new conduit, fiber optic cable and communication equipment at Tustin Avenue and Imperial Highway intersection. Iteris is very familiar with the Caltrans encroachment permit process and will apply the permit early on to prevent project delay.

TMC improvements: As part of the Main Street RTSSP project that Iteris is currently working on, the City of Santa Ana is upgrading their ATMS to Centrac with 70 licenses, and upgraded the City of Orange's Centrac System software to a newer version. The Tustin Avenue-Rose Drive RTSSP project will expand the ATMS software capabilities and install Signal Performance Measures (SPM) for various cities within the corridor, which is a great tool to monitor how signalized intersections are performing in real time. As mentioned before, during these unprecedented times with COVID-19, traffic patterns can vary from day-to-day. SPM can provide traffic data on a lane-by-lane basis to help improve efficiency as traffic returns back to normal.

Iteris will continuously identify cost saving measures during our design and pass the savings back to the agencies for additional equipment

Integration and testing of the system: After construction is completed, all equipment will be tested to ensure it operates as intended. Iteris offers full-service traffic information management systems, bringing clients end-to-end solutions. For all the participating agencies, we will ensure the new communication system will connect all of the field elements to the respective TMCs. Our networking certified staff provide a value-add service by ensuring the system remains operational at all times.

Scope of Work

TASK 1: PROJECT ADMINISTRATION

Iteris strongly believes that excellent project management and continuous project communication are essential in the successful completion of for multi-jurisdictional TSS projects. This is not only true during the implementation phase but also for the O&M phase of the project when any degradation of corridor performance is measured and changes are needed. Thus, at the initiation of the project, **Mr. Braulio Ramirez** will lead a project kick-off meeting with participating agencies, either in-person at the City or virtually as required in these uncertain times. As part of this meeting, communication channels and protocols will be established, the scope of work, schedule, and budget will be discussed, necessary information will be gathered, and a thorough understanding of the goals of the project will be obtained. These procedures will be summarized in a Project Management Plan. Additionally, second kick-off meeting will be followed with the partner agencies to identify specific goals and develop effective strategy to complete the project.

Iteris takes great pride in its proactive methods for staying in contact with project clients. Iteris understands that City staff has other jobs to perform outside of this project and want to be as efficient and effective as possible with their time. Thus, project management techniques will be modified to meet the City's needs as well as catered towards the requirements of OCTA on these types of projects. Iteris also strives to ensure that meeting notes are developed after every meeting, which capture the items covered and decisions made.

Project Management and Contract Administration will be ongoing throughout the duration of the project, including the two-year time period allocated for monitoring and maintaining the system after construction of improvements and implementation of optimized timing plans. Iteris will assist City in preparation and submittal of responses to OCTA and other stakeholders regarding deployment of this project and signal performance.

Mr. Gabriel Murillo, Principal-in-Charge, will also be responsible for the overall Quality Control/Quality Assurance (QC/QA) aspect of this project. Within this role, he will develop an internal QC/QA team to review the products prior to delivery to the City for review and approval.

Task 1 Deliverables

- Project Kick-off Meeting agendas, meeting materials and minutes
- Draft and Final Detail PMP with updated budget and schedule.
- Monthly invoices and progress reports, including detailed status of the work effort, outlook, issues/ solutions
- Detailed project schedule by work tasks with monthly updated as necessary
- Prepare graphics and presentation aides required for all meetings.
- All reporting and close-out documentations in compliance with OCTA requirements and applicable regulatory agency.

TASK 2. DATA COLLECTION

The data collection task includes the gathering of all information needed to deliver the traffic signal improvements for the project and the optimized signal timing and synchronization for the corridor. Iteris has a unique approach to collecting data for both signal timing and PS&E tasks. **Prior to conducting traffic counts, Iteris will use ClearGuide to identify and confirm if traffic patterns have returned to the "new" normal condition.** Once confirmed and with agencies' concurrence, Iteris' subconsultant, AimTD will conduct 7-day 24-hour ADT machine counts at critical locations (at least every 1-mile segment) to identify the peaking characteristics of the corridor and to identify proposed peak periods for the collection of turning movement counts as well as signal synchronization periods. All ADT locations will also include vehicle classification counts to determine heavy vehicle percentage.

AimTD will also conduct weekday and weekend peak period "true demand" turning movement counts at all study intersections along the corridor using video cameras mounted on signal poles.

These recordings can be conducted during the same week(s) as the ADT counts with the appropriate set-up to capture queues. Therefore, once the ADT data is analyzed, the turning movement count videos can be processed immediately without having to schedule another field visit and will also ensure turning movement counts will be representative of the ADT data and provide another layer of quality control. The choice to record the intersection turning movement counts during the same week as the ADT counts will be discussed and approved by the stakeholders prior to collecting.

Task 2 Deliverables

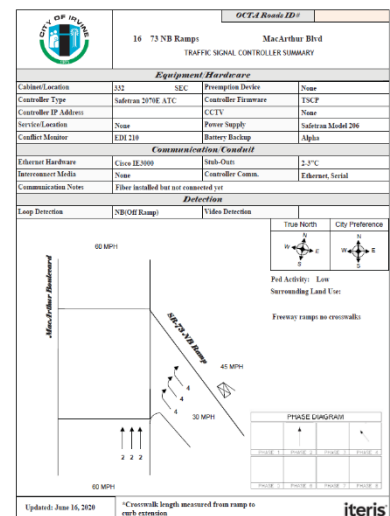
- Excel files of pedestrian and vehicle clearance intervals.
- ConOps of Signal Synchronization
- Memorandum documenting the signal timing optimization and implementation.
- All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
- Field implementation of optimized traffic signal timing plans, including all fine-tuning revisions.
- Electronic versions of files from all Traffic Signal Modeling Software programs used.
- Electronic versions of all data files and memorandums.

TASK 3. FIELD REVIEW AND PLANS, SPECIFICATIONS, AND ESTIMATES

SUB-TASK 3.1 FIELD REVIEW

Iteris will also conduct detailed field review of the project area. Our field reviews will note any intersection (including cabinet equipment) and corridor issues. Each study intersection and controller cabinet will be visited and inventoried. In addition, we will open the existing pull boxes to verify conduit sizes and evaluate conduit capacity; document existing utilities or markings that can be captured through visual investigation. To facilitate the field review process, Iteris will use **FastField**, a web- and mobile-based application, during our field review. This application will enable us to input data into mobile devices while in the field and produce high-quality customized reports (shown on left) instantly through the cloud-based system without manual data processing, saving time and money.

Our field review will document the existing detection settings and identify any modification that will be required for deployments of SPM system or signal responsive/adaptive operations. We will identify critical intersections (those with high pedestrian or bicyclist volumes, over-saturated and/or closely spaced intersections), uneven lane distribution, high volume heavy vehicle intersections, and high volume un-signalized intersections along the study corridor to gauge their impact on signal progression.



Information collected as part of this task will be summarized in a report that will detail the findings of the field review, identify planned and programmed improvements, identify equipment and develop costs for work to be performed, identify deficiencies and include, if applicable, simple low-cost solutions. The report will also include a review of the existing signal timing parameters in comparison to the appropriate governing standard timing parameters. Having performed numerous RTSSP projects for OCTA and the local agencies, we have a set format for collection and presentation of the Field Review information collected as part of this subtask, used successfully on several projects.

Task 3.1 Deliverables

- Draft and Final Existing Conditions Memo

SUB-TASK 3.2 PLANS, SPECIFICATION AND ESTIMATE

The system design and construction task will be implemented in two different phases. Iteris will develop plans, specifications and estimates (PS&E) bid packages and support the City during bidding and construction.

Based on City-provided data (e.g. signal plans, street improvement plans, existing signal timing plans etc.) and a thorough field review of the project corridor, design plans, specifications, cost estimates, and bid and contract documents will be prepared for the installation of new and/or upgraded traffic signal control and communication hardware and software as required.

Iteris will work with the participating agencies at the outset of the project to discuss our approach to provide plans that are both biddable and detailed enough to achieve the agency's objectives. After Iteris has verified design requirements with field review and record documentation, Iteris will provide the City with a strategy for final plan production. It is anticipated that traffic signal modification plans will be required for all locations that have installation/upgrades of signal controller/cabinet, smart video detection, signal head upgrades, and fiber installation. These plans will detail the removal and installation of cables in existing conduit as appropriate. For new detection locations, the plans will identify appropriate detection zones and channels in addition to all equipment needs at the traffic signal cabinet.

In addition to these details, the traffic signal modification plans will include all existing equipment including location of all traffic signal elements, pole schedule, conductor schedule, phase diagram, cabinet equipment, and fiber optic cable schematic. For locations where only the controller or GPS clock is being installed, it is anticipated that a full traffic signal modification plan is not necessary. At a minimum, a plan will be provided detailing the work needed in order to update the controller and the location of the cabinet.

Once the details of the project elements have been identified and agreed upon by the Cities, Iteris will begin the detailed design phase, led by **Mrs. Naree Kim, PE**, for the 60%, 90%, and Final submittals. All design drawings prepared will be completed using AutoCAD. Plans will be prepared in standard measure units and based on the level of detail required; design drawings will be developed at 1"=20' for traffic signal modification plans and 1"=40' scale for interconnect plans. Communication schematics will also be provided, which will identify the appropriate splicing details to achieve the desired and intended operation.

Another important data collection task that we will recommend to start early in the project is utility coordination in regard with scheduled signal system upgrade and fiber installation, which will be ongoing and consist of the following:

- Submit utility information requests to all utility companies
- Obtain utility plans showing location and size of all utility lines and appurtenances within the project area to be shown on our design plans
- Prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.

Task 3.2 Deliverables

- Utility request letters and utility notification log
- PS&E at 60%, 90%, and Final submittals Applicable permit applications
- SCE approved final plans
- Full construction bid documents
- All documentation in hard copies and/or electronic copies

TASK 4. CORRIDOR "BEFORE" STUDY

Iteris will conduct a travel time and delay 'before' study along the project corridor using the floating car method and Tru-Traffic Version 10.0 Software. This study will serve the following purposes:

- Serve as a base point of comparison to quantify the improvements of the Measure of Effectiveness (MOE) and Corridor Synchronization Performance Index (CSPI) with the deployment of the new signal timing plans
- Supplement volume and timing analysis in determining congested corridor segments
- Identify operational deficiencies and queuing conditions (in conjunction with field review)

A minimum of five (5) runs will be conducted in each direction to obtain a statistically valid estimation. More runs can be conducted if required by local agencies. Prior to performing travel time runs, we will review the existing time-based coordination schedule and ADT counts to determine appropriate study hours to cover the true peak hour for each peak period. 'Before' studies will be conducted just before new timings are implemented, as preferred by City.

The 'before' data collection task as well as the resulting graphical outputs will provide an easy way to initially identify bottlenecks along the corridor. One draft and one final version of the technical memorandum presenting the MOE results, as well as the results of the CSPI quantification for the 'before' conditions will be submitted. In addition to the floating car data, the report will address optimization strategies for improved signal synchronization including, but not limited to, the flow of traffic along the corridor, coordinated subsystems, and zones and segments. The report will be organized in such a manner as to clearly provide a picture of traffic patterns on the corridor during all identified coordination periods.

In preparation for this proposal, Iteris drove the project corridor during the AM and PM peak periods to collect current travel time, MOEs and identify operational deficiencies. **Table 4** shows the existing MOE results and OCTA CSPI scores generated from Tru-Traffic for the corridor.

Table 4 – Existing MOE Results from Tru-Traffic

	AVG. TRAVEL TIME (MIN)	AVG. DELAY (MIN)	AVG. SPEED (MPH)	# OF STOPS	CSPI SCORE	CSPI TIER
AM PEAK						
NB	30.35	5	23.0	9	62.3	3
SB	24.52	3	29.0	5	84.1	1
PM PEAK						
NB	25.23	3	28.5	6	85.2	1
SB	28.9	5	27.1	8	75.4	2

In addition to the floating car runs, ClearGuide was also used to provide corridor level insights from GPS probe data collected in real-time, every minute. ClearGuide was used to compare the corridor-wide average performance measures between February 2020 (pre-COVID lockdown) and April 2021 (current) to see the impact of the pandemic on traffic conditions.

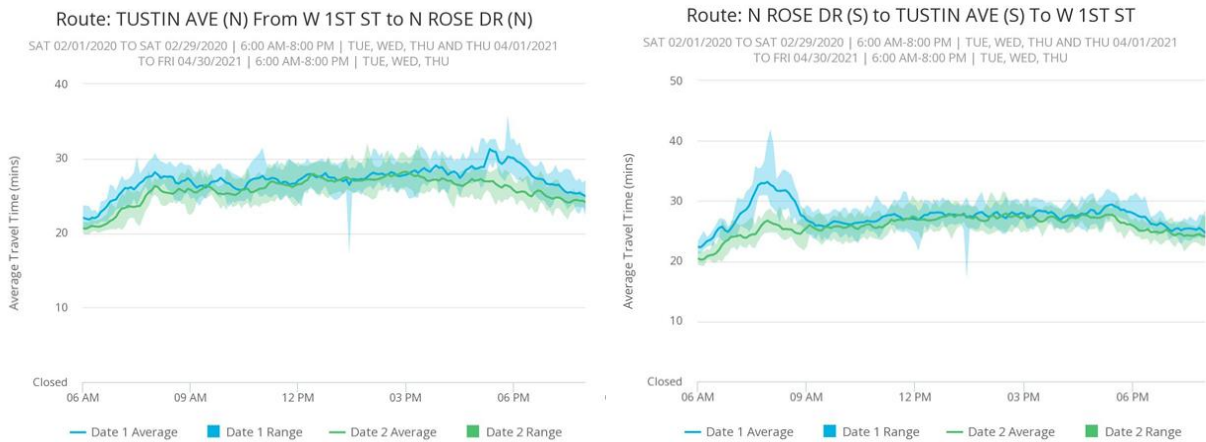
Table 5 shows continuous 5-minute average travel times and speeds gathered within these months for the AM, MD and PM peaks on a typical weekday.

Table 5 – Existing Travel Time and Speed from ClearGuide

	AVG. TRAVEL TIME (MIN)	AVG. DELAY (MIN)
AM PEAK		
NB	24.8	27.8
SB	25.1	27.5
MD PEAK		
NB	26.9	25.7
SB	26.8	25.7
PM PEAK		
NB	26.4	26.1
SB	26.7	25.8

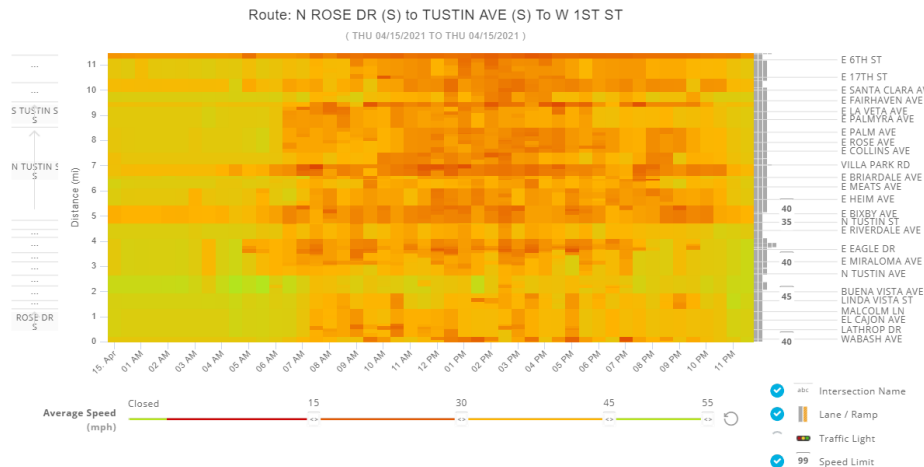
Figure 3 provides the travel time data in graph form to assist in visualization of any fluctuations in travel time throughout the day. Based on the graphs, travel times have generally improved compared to pre-COVID conditions except during the MD peak where it has remained relatively unchanged.

Figure 3 – Average Travel Time Comparison from ClearGuide



ClearGuide also provides precise information on which intersections are causing the most delay along the project corridor. An example corridor speed heat map is shown in **Figure 4** which visualizes speeds for the southbound direction along the corridor during a typical weekday in April 2021. Relevant contextual location information, such as the location of intersections, lane configurations, and speed limit changes, is shown to the right of the heat map.

Figure 4 – Example Corridor Heat Map from ClearGuide



Based on this heat map, the following observations are made:

- The southbound traffic experienced consistent slowdowns from 1st Avenue to Santa Ana Canyon Road from 6:30 AM to 7:30 PM.
- There were major slowdowns (less than 15 mph) from Katella Avenue to Taft Avenue from 11:00 AM to 3:00 PM. This segment of the corridor consists of car dealerships and commercial land use.
- There were major slowdowns between Fairhaven Avenue and La Veta Avenue from 4:30 PM to 6:00 PM, most likely attributed to the SR-22 ramps.
- The intersections of Fairhaven Avenue and La Veta Avenue experienced a sharp peak in slowdowns between 12:30 PM to 1:00 PM.

Because ClearGuide provides continuous performance measures at a high spatial granularity, it can characterize existing conditions and improvements much more comprehensively than floating car runs alone, which provide data from only a single vehicle on a single day during a few slices in time. The use of ClearGuide can be used as a supplement to the 'before' floating car travel time data that will be collected as part of this task.

Task 4 Deliverables

- Draft and Final Project Report
- Documentations for closing the project and release of retention funds.
- Electronic version of all data files for this project

TASK 5. SIGNAL TIMING OPTIMIZATION AND IMPLEMENTATION

Clearly identifying the existing operational issues and signal system improvements is very important. For this proposal purpose, we identified some existing critical locations through preliminary field observations. We will present optimization concept in the kick-off meeting to collect comments from you and other involved agencies. Our team is confident that this corridor's complexities are unique but not overly difficult. Similar issues must be addressed by all inter-jurisdictional signal timing projects and we have an excellent track records for this type of project. We also understand that agencies often have a strong preference regarding using signal timing and synchronization strategies. Our team will strive to meet each agency's preferences, while providing information on the benefits of signal synchronization along the corridor.

SUB-TASK 5.1: PROPOSED NETWORK MODELING

The intersection features and traffic data collected in **Tasks 2 and 3** will be used to prepare and calibrate a traffic model that encompasses Tustin Avenue-Rose Drive project limits and all the signalized intersections on major crossing arterials that are in close proximity to the project corridor. The congestion hotspot data and field observations will be used to calibrate and verify the Synchro models, which will serve as the baseline condition for the evaluation and selection of optimization alternatives. The traffic models will be developed and submitted using Synchro version 10 (or 11) and Tru-Traffic 10 using a GIS shapefile as the background to develop the base roadway configuration. The development of the models will be consistent with the City's intersection numbering guideline or the OCTA Countywide Synchro Network as administered by the GIS/ROADS database. Any modification, additions or removal of intersections will be approved by participating cities.

Task 5.1 Deliverables:

- Synchro files for the existing and optimized conditions
- Tru-Traffic files for the existing and optimized conditions
- Draft and final network modeling technical memorandum

SUB-TASK 5.2: NEW TIMING IMPLEMENTATION

Basic Timing Review

Prior to conducting signal coordination optimization, Iteris will perform phase and pedestrian timing analysis for all project intersections identified in the scope. The methodology of basic timing calculation will be consistent with the latest version of California Manual of Uniform Traffic Control Devices (CA MUTCD), industry best practices, and agencies' timing preference. The parameters will be a function of field measurements and speed data collected through City Speed survey's or observed posted speed limits. Iteris will coordinate with agencies' staff for special considerations at turning movement in association with the Institute of Transportation Engineers (ITE) latest Guidelines for Determining Traffic Signal Change and Clearance Intervals. We believe the optimum timing settings require not only the familiarity with timing guidelines but also a thorough understanding of controller firmware and operational features of the existing central systems. The timing parameters to be reviewed include the following, at a minimum, which are critical to safety for vehicle, pedestrian, and bicyclist:

- Minimum Green
- Bicycle Minimum Green
- Yellow Change Interval
- All Red Interval
- Pedestrian Walk Time
- Pedestrian Flashing Don't Walk Time

The Iteris basic timing calculation spreadsheet tool has been used in numerous TSSP projects and well adopted to expedite agencies' review. We will also evaluate the controller parameters and capabilities (density features, dynamic maximums, time of day functions, traffic responsive/adaptive, etc.) to provide participating agencies with additional recommendations for optimum performance during coordinated and free operation.

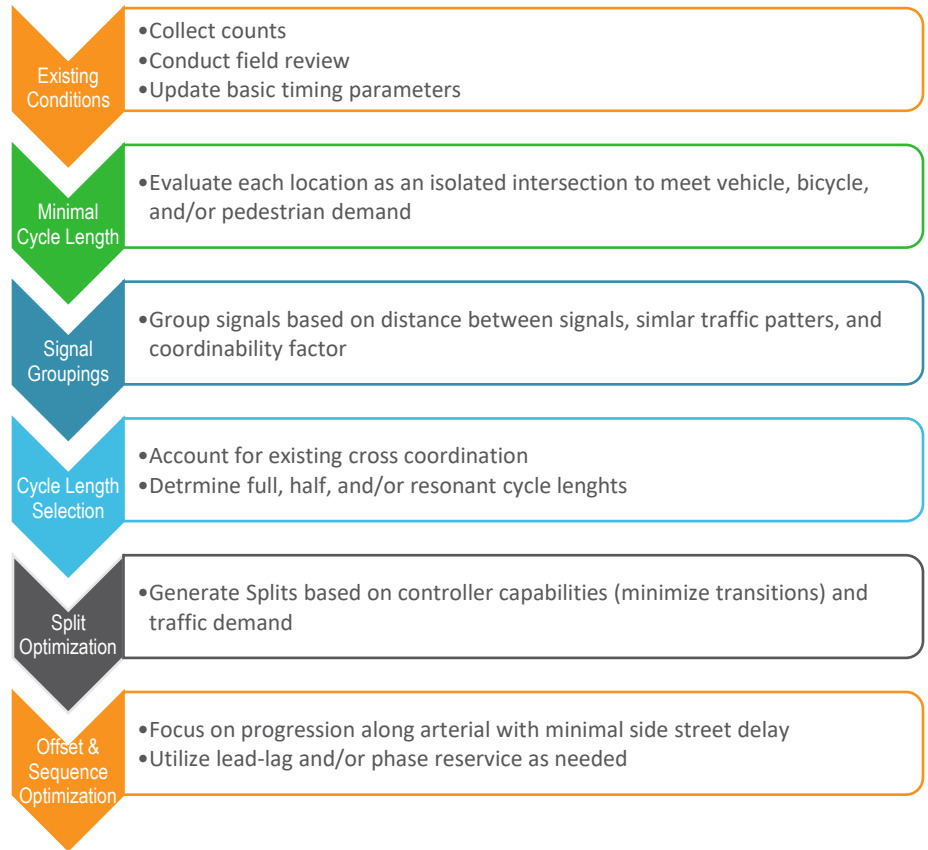
Optimization of Signal Coordination Plans

Our methodology to optimize a study corridor or grid network is shown in **Figure 5**. Cycle length selection is a critical step in developing signal coordination plans. A longer cycle length may provide better progression along the corridors but could increase side street delay and queuing. Alternatively, decreasing the cycle length to reduce the side street delay may increase the overall delay and number of total stops.

We developed a unique iterative methodology to determine ideal cycle lengths for each study intersection. Extensive project studies show this capacity-based methodology provides more accurate results than purely delay-based methodologies adopted by the Highway Capacity Manual and Synchro software. In selecting each intersection's critical cycle lengths, the following factors and conditions were taken into consideration:

- Intersection "true demand" of turning movement counts.
- Each intersection's unique lane geometry and operation.
- Realistic minimum splits for vehicular turning movements.
- Amount of pedestrian and bicyclist activities at each intersection

Figure 5 – Signal Timing Methodology



During the determination of critical cycle lengths, Iteris will treat each intersection as an isolated signal and evaluate the cycle lengths for the following conditions:

- Cycle lengths required to accommodate vehicle turning movement volumes and all pedestrian clearance times – "With All Ped".
- Cycle lengths required to accommodate vehicle turning movement volumes only – "With Vehicle Only"
- Cycle lengths required to accommodate vehicle turning movement volumes and pedestrian crossing demand for the coordinated phases only (i.e., split time was calculated to meet vehicular demand only, which may be lower than the pedestrian clearance times for the side street) – "With Coord Ped".

As mentioned earlier, the traffic demand is experiencing rapid growth as the County has been opening up. It may take some time to get traffic levels back to pre-covid levels. Tustin being a major north / south corridor and serves as an alternate to the adjacent 55 freeway, the freeway congestion levels impact the Tustin corridor during the peak periods. Iteris will utilize the ClearGuide system to understand how the current levels correlate to the pre-covid period. Thus, Iteris proposes developing two sets of timing plans for the AM and PM peak period. One set will be for the current traffic levels condition

and the second set will be for what will be expected after covid openings are complete. Traffic levels will be higher than current but will likely not reach the full level of the pre-covid time as more people will likely be working from home. Iteris will be able to utilize the ClearGuide system to develop a very good estimate for this anticipated future condition. Additionally, Iteris will develop traffic responsive configuration to automate the implementation of the future timing operation. This will provide for improved operation so that during the AM and PM peak period, there will be an allowance for future growth in traffic at which time the lower-level timing can still be utilized at the beginning of the peak period and only the higher-level timing plan utilized during the peak of the peak period. This will provide for improved traffic operations and reduced delay for the crossings to Tustin.

We will use the calculated critical cycle lengths to develop four TSS plans (Weekday AM1, AM2, Midday, PM1 and PM2; and Weekend periods). The Synchro network models will be derived from the base model developed under subtask 5.1. The SimTraffic simulation will then be carefully observed to identify segments of the corridor needing special operational analysis. We will develop time-space diagrams using Tru-Traffic Version 10.0 to augment the Synchro models. Locations noted to have existing cross coordination will be analyzed for split and sequence optimization unless otherwise approved by the respective Agency to evaluate whether a different cycle length is recommended.

Our vast experience in Orange County and working relationships with nearly all the cities allows us to provide value-added services and additional solutions to assigned project corridors. These include the development of school/summer timing plans and traffic operations reviews by in-house traffic responsive/adaptive experts to ensure the optimized plans are completed to serve the project goals and objectives for the project corridor. Experience has shown that multi-jurisdictional projects require continued communication and coordination with the participating agencies and OCTA. **Our relationship and trust with all the local agencies and Caltrans will allow for that communication.**

Task 5.2 Deliverables:

- Basic timing review and existing condition analysis technical memorandum
- Coordination optimization technical memorandum
- Traffic Responsive Configuration
- Implementation-ready timing sheets

SUB-TASK 5.3: OPTIMIZE SIGNAL TIMING

We consider implementation to be the most critical phase of a signal synchronization project and understands each agency has its own requirements for implementation and fine-tuning. Through the existing and completed RTSSP projects, both led by OCTA and the local agencies, Iteris has developed numerous implementation ready timings in agency preferred format (Synchro printouts, marked-up timing sheets in PDF, new Excel files, etc.). Iteris has completed new timing implementation through central systems, and at controllers. We separate the act of implementing new signal timing plans from fine-tuning signal patterns/plans to ensure each intersection is operating as planned prior to any fine-tuning efforts. The implementation team is staffed with qualified specialists fully trained in signal retiming projects.

Immediately after implementation, we will conduct fine-tuning in the field to monitor signal cycling at each intersection as well as actual progression along the corridor. The fine-tuning usually takes at least three weeks, which give the field team plenty of time to observe the new timing plans under varying traffic conditions and make changes as appropriate. Timing fine-tuning will be completed using the Tru-Traffic and Synchro software to provide the participating agencies with historical data during the travel runs and to identify reasoning for any modifications conducted during the fine-tuning task. Iteris also recently adopted TranSync software in the finetuning of an on-going Main Street TSSP project which includes multiple signals in Orange. Iteris will also continue to find opportunities for SPM implementations with each agency, and will utilize the measures provided but such tools when available. SPM coordination, termination and wait time charts will be used to provide a better understanding of intersection performance throughout the implementation and fine-tuning period, especially for periods when we are not able to physically observe conditions. Any adjustments to controller settings will also be made as necessary and documented in an Iteris implementation log. Upon completion of the field implementation and fine-tuning, the Synchro models will be updated to match the field conditions.

Task 5.3 Deliverables:

- Memorandum documenting the signal timing implementation and finetuning.
- Field implementation of optimized traffic signal timing plans, including all required fine-tuning.
- Electronic versions of files from all Traffic Signal Modeling Software programs used.

TASK 6. CORRIDOR "AFTER" STUDY

Similar to the 'before' travel time study, five floating car runs will be conducted four weeks after the fine-tuning and approval of implementation of new timing plans. The 'after' travel time study will be done on the same days of the week, and at the same time of day as the 'before' travel time study. The same MOE and CSPI will be collected to properly evaluate the improvements of the synchronization plans and implementation.

In addition, Iteris will load fine-tuned timing plans into **TranSync-M** mobile app and verify them in field during travel time after study. TranSync files including recorded videos of traffic progression and trajectory of travel time runs will be provided for City's review and presentation purposes.

Upon completion of the 'after' travel time study, Iteris will submit a memorandum specifying the results of the 'before' and 'after' travel time studies with reference to the MOE elements. **Table 6** summarizes the benefits of recently completed RTSSP projects we have performed for OCTA and the local agencies, by listing the Benefit/Cost (B/C) ratios over a three-year period. **All our projects have resulted in significant improvements in travel times, with B/C ratio as high as 23:1.**

Upon completion of the fine-tuning and 'after' studies, a draft timings and evaluation technical report will be developed and provided to the participating agencies. The report will include all the elements identified in the RFP. A separate binder will be provided showing the new traffic signal plan sequences, signal timing plans, and pedestrian timings.

As mentioned in the Task 4, ClearGuide will be utilized in parallel with the travel time studies to compute certain performance metrics along the project corridor. This will provide precise information on which intersections are causing the most delay along the project corridor and will be summarized in the report.

In addition to documenting the processes and results of the timing study, recommendations for future improvements including cost and benefit estimates to further alleviate traffic congestion will be provided. These recommendations may include changes in intersection geometry, infrastructure, and traffic management plans. Time-Space Diagrams showing all pertinent data will be generated from Tru-Traffic or Synchro. When comments are received from stakeholders, the final version of the Project Report will be delivered. An executive summary will identify complete documentation of the project and improvements gained.

Table 6 – Signal Timing Improvements on Recently Completed Projects in Orange County

TSS PROJECT	CITIES/AGENCIES	# SIGNALS	B/C RATIO OVER 3-YEARS
Barranca/Muirlands	Irvine, Lake Forest and Mission Viejo, and Caltrans	44	18:1
Artesia Blvd	Buena Park, Cerritos and La Mirada, and Caltrans	11	23:1
Bristol St	Santa Ana, Costa Mesa and Newport Beach, and Caltrans	45	12:1
Harbor Blvd	Santa Ana, Garden Grove, Fountain Valley, Costa Mesa, Caltrans	46	17:1
Coast Hwy	Newport Beach and Caltrans	27	17:1
Marguerite Pkwy	Mission Viejo	30	18:1
Von Karman Ave	Tustin, Irvine and Newport Beach	30	20:1

Task 6 Deliverables

- Draft and Final Project Report
- Documentations for closing the project and release of retention funds.
- Electronic version of all data files for this project

TASK 7. SYNCHRONIZATION SYSTEM CONSTRUCTION SCHEDULE

After the design has been successfully completed and the construction project awarded to a contractor, our highly skilled engineering team led by **Mr. Braulio Ramirez, PE.**, will manage construction support services for the traffic signal

modifications and communication improvements. Iteris will not only oversee the construction details of the intersection improvements, but will also provide updates and reports to inform the Cities of the construction progress. Fulfilling this task will help ensure that the construction of this project will be completed on time and minimize interruptions to the traffic flow.

SUB-TASKS 7.1 & 7.2: BID SUPPORT & CONSTRUCTION ENGINEERING AND MANAGEMENT

Iteris will provide construction management support to each City's inspection staff. Iteris will help review request for information (RFI's). This will assist in avoiding defects and deficiencies in the work of the contractor. As necessary, Iteris can inspect construction to evaluate the contractor's compliance with the intent of the construction documents. In support of this task, Iteris will conduct the following activities:

- Attend pre-construction meeting
- Review shop drawings submitted by contractor
- Cost management – assist Cities in monitoring the project with respect to the contract amount by keeping track of change orders if any, claims, control of quantities, and other factors affecting project cost
- Quality management – assist Cities in monitoring the contractor's progress with respect to the quality of work specified in the contract for the contract price
- Schedule adherence – assist Cities in review duration of activities, milestones, submittal lead times

TMC Construction and Integration Support

Iteris team will provide overall system integration which includes connections to the TMC. Provide technical oversight and integration support for individual improvement with expertise to realize the overall goal of the project. We will work hand-in-hand with the contractor and system vendor in configuring IP devices and TMC integration. We will test and verify the connectivity from a TMC to field equipment for proper bandwidth and latency requirements for the ITS network. This is essential for a robust and reliable of the network to meet the needs of integration of future integration of projects.

Iteris' in-house experts will expand on existing, or generate new Virtual Local Area Networks (VLANs) for the communications network, and configure switches, controllers, Internet Protocol (IP) cameras, VDS, etc. for deployment. Iteris networking experts evaluate the communication topology and network schema such that the designs are optimal for not only the current project, but also ideal citywide operation for future projects.

Construction Documentation

It is imperative to document the condition of all equipment that is accessed or modified through this project prior to construction starting so that the condition of all equipment is documented and the post construction condition does not negatively impact the existing traffic equipment.

In case equipment stops working or accidentally gets damaged, taking pictures will assist to identify existing conditions of equipment prior to construction. Equally important is to document the existing condition of all system and communication components prior to shutting down the existing systems, so the status and expectations of the new system is documented and all operational elements of the new system must be operational when the new system is activated.

SUB-TASK 7.3: AS-BUILT RECORDS

Once the contractor has completed construction, the project will move into the post construction phase. In support of this task, Iteris will conduct the following activities:

- **Punch list** – Iteris will assist City inspectors in the final walk through ensuring compliance with construction requirements and providing a thorough "punch-list" of items that must be corrected and/or completed to satisfy the project requirements.
- **As-builts** – Iteris and the Cities will verify that the contractor maintains an accurate record of all changes in the plans which include change orders, RFIs, any addendums, and additional details. Iteris will compile and re-submit final as-built to both Cities.

Deliverables

- Responses to RFCs
- Field troubleshooting findings and actions memorandums

- Integration and testing reports.
- Negotiate alternative procurements or substitutions as deemed necessary during the course of the Project.
- As-built drawings and photo log of all field implementations.

TASK 8. PRIMARY IMPLEMENTATION PROJECT REPORT

Upon completion of the fine-tuning and 'after' studies, a draft timings and evaluation technical report will be developed and provided to the participating agencies. The report will include all the elements identified in the RFP. A separate binder will be provided showing the new traffic signal plan sequences, signal timing plans, and pedestrian timings.

In addition to documenting the processes and results of the timing study, recommendations for future improvements including cost and benefit estimates to further alleviate traffic congestion will be provided. These recommendations may include changes in intersection geometry, infrastructure, and traffic management plans. Time-Space Diagrams showing all pertinent data will be generated from Tru-Traffic or Synchro. When comments are received from stakeholders, the final version of the Project Report will be delivered. An executive summary will identify complete documentation of the project and improvements gained.

Task 8 Deliverables

- Draft and Final Project Report

TASK 9. ONGOING MONITORING AND MAINTENANCE

Iteris understands the importance of monitoring and maintaining the corridor performance after the primary implementation phase. Therefore, Iteris will continue to provide ongoing support for the Tustin Avenue/Rose Drive corridor for a period of 24 months during the O&M phase, with a goal not only to maintain but also to further enhance the corridor performance. There are two primary tasks for the two-year O&M phase:

SUB-TASK 9.1: MONITORING AND IMPROVING OPTIMIZED SIGNAL TIMING

Corridor synchronization monitoring will be achieved by performing monthly travel time floating car surveys during weekday AM, Midday, PM peaks and weekend peak periods. In addition, Iteris will utilize two valuable analytics tools: Agencies' SPM system and Iteris' ClearGuide, a performance measurement software to provide more continuous monitoring of the traffic system which will result in an improved corridor performance throughout the O&M period as any degradations will be identified and remedied right away instead of on the monthly interval when the corridor is driven. Both SPM and ClearGuide provide 24 hours/day, 365 days/year actionable information. Utilizing this continuous stream of data will provide the best maintenance of the traffic system and result in any issues being resolved likely before the City staff receives any complaints. This will relieve City staff of the phone calls that typically arise when timing along a corridor is changed and negatively affected by faulty traffic equipment.

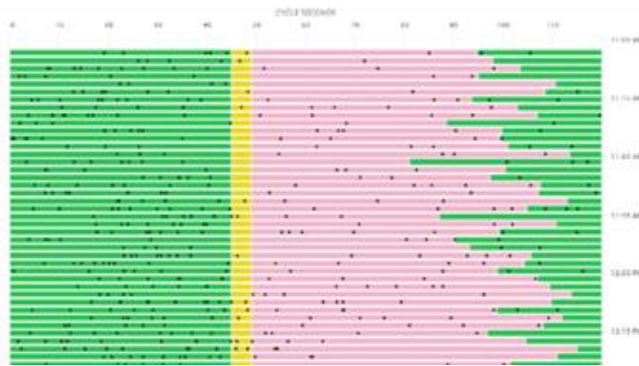
Implementing SPM can be challenging and require proper detector configuration. Iteris staff members are experts in configuring and implementing SPM for agencies. For this project, not only will Iteris configure the system, but will also proactively monitor all the project intersections using SPM to receive alerts and take proper actions to ensure the signal operations are optimal. Iteris will also use ClearGuide, as a value-added service, to monitor and identify any deficiencies (e.g. excessive delays) along any segments of the corridor and conduct further fine-tuning of the signal coordination.

During the O&M phase, Iteris will conduct regular travel time floating car surveys during AM, MD, PM and weekend peak periods monthly using Tru-Traffic software and a GPS unit. The data collected will then be compared to the data gathered from the "after" study to ensure corridor performance is maintained. During our field travel time runs, we will also ensure all side streets and left turns do not experience excessive queues or delays. If any roadway segments are observed to be consistently under-performing after a few months of floating car surveys, and validated by SPM and ClearGuide, Iteris will provide recommendations to the involved agencies to improve the performance and progressions.

Here lists the SPM charts that we routinely use for TSSP O&M to keep track of corridor operational performance and

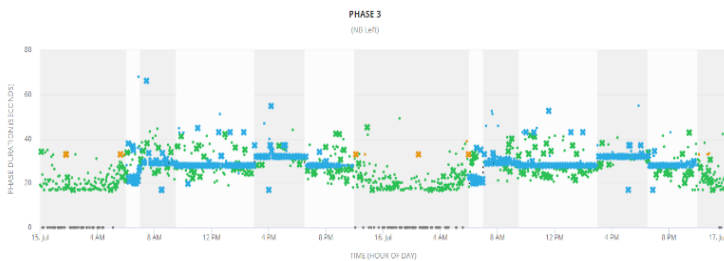
evaluate how well project signals are performing:

COORDINATION DIAGRAM



Coordination Diagram provides insights to how good the coordination of the system is performing. The goal of a good coordination plan is to ensure that vehicle platoons are arriving at the intersection during the green. Using the Coordination Diagram, it can be determined if an offset change will allow more vehicles to arrive during green.

PHASE TERMINATION DETAIL



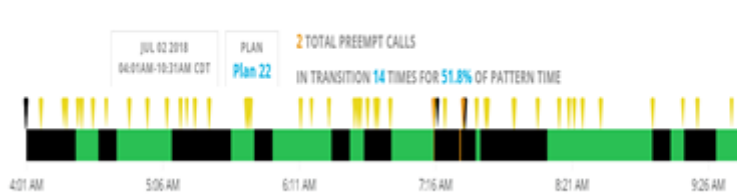
Phase Termination Detail chart plots the duration and type of termination for every cycle, every phase. The data points distinguish whether the approach was cleared during the phase or if vehicles were left at the stop bar at termination. This chart helps traffic engineers identify phases where the vehicle queue is not being adequately served, and appropriate split adjustments can be made.

WAIT TIME



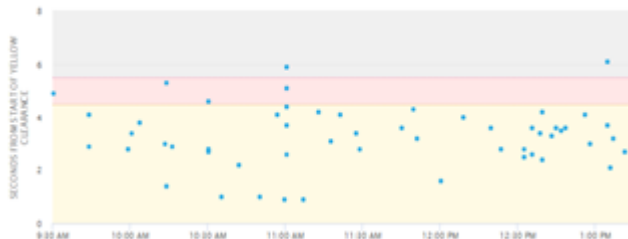
Wait Time chart in Iteris SPM was developed to help traffic engineers understand how much time the first vehicle to arrive at a red light waited for the green because this is a frequent citizen call that traffic engineers receive. This chart also shows how much of this time that no vehicles were travelling through the intersection.

PREEMPT / TRANSITION



Preempt/Transition chart shows how much of time the controller spends in preemption or transition in relation to being in step during a coordinated plan. This chart shows the frequency of pedestrian and preempt calls.

CLEARANCE INTERVAL ACTIVITY



Vehicles entering the intersection during and after the yellow and red clearance intervals are shown per phase on the **Clearance Interval Activity** Chart. This feature requires video detection detecting vehicles that have entered the intersection. As such, Clearance interval activity may be considered based on future improvements to traffic signal detection along project corridor.

SUB-TASK 9.2: COMMUNICATION AND DETECTION SUPPORT

Communication and detection maintenance support can be initiated either by project agencies (e.g. check intersection operation, troubleshoot equipment, etc.), or proactively by Iteris to ensure intersection operations are well maintained. Under this task, Iteris will provide “on-call” support for any issues that may arise due to hardware (e.g. detector or communication) as reported by agencies. Iteris will deploy our staff within 48 hours of notification to conduct a field visit for troubleshooting. Upon completion, Iteris will report our findings and any repair work done to the agencies for your records. Iteris prides ourselves in providing this responsive service on all the TSSP projects in a timely manner.

SUB-TASK 9.3: ONGOING MONITORING AND MAINTENANCE MEMO

Iteris will submit the final report for O&M phase to document the data collected in comparison to the initial ‘after’ study. The report will also include a summary of all the modifications made during the two-year period and any additional recommendations for additional signal system upgrades or low-cost infrastructure improvement along the study corridor. Iteris will also provide the City with the necessary documentation and information and assist City by any means expeditiously in order to close-out the project as per the CTFP guidelines.

Task 9 Deliverables:

- Monthly reports documenting the continual monitoring runs, SPM data analysis, and fine-tuning of timings
- Draft and final reports for OMM phase
- Electronic versions of all travel time and SPM data

6) SCHEDULE

Iteris has provided the proposed project schedule on following page in **Figure 6**.

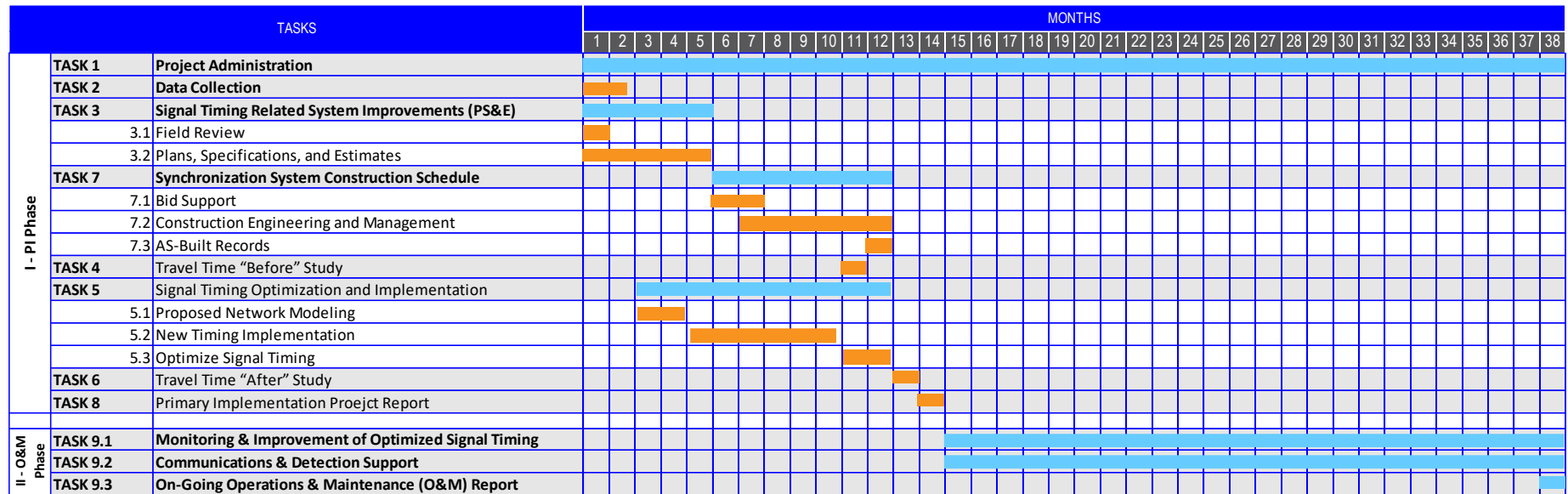
7) REFERENCES

Iteris has provided the following client references as shown in **Table 7**.

Table 7 – References

AGENCY NAME	CLIENT PROJECT MANAGER	DETAILED DESCRIPTION OF SERVICES / DATES OF SERVICES PERFORMED	PROJECT FUNDING SOURCE & PROJECT OUTCOME
Orange County Transportation Authority (OCTA)	Alicia Yang, PE <i>Program Manager III</i> (714) 560-5362 ayang@octa.net	<ul style="list-style-type: none"> ■ OCTA Traffic Signal Synchronization Program <ul style="list-style-type: none"> ○ Brookhurst St. TSS Project (6/2018 – 6/2021) ○ Main St. TSS Project (12/2019 – Ongoing) 	Project was funded through Project P, Signal synchronization along major arterials and synchronization with Caltrans intersections.
City of Santa Ana	Cesar Rodriguez, PE <i>Acting Senior Engineer</i> (714) 647-5626 crodriguez5@santa-ana.org	<ul style="list-style-type: none"> ■ Harbor Blvd. Corridor TSS Project (7/2018 – Ongoing Operations & Management) ■ Bristol St. TSS Project (6/2015 – 6/2020) 	Project was funded through Project P, Cross-jurisdictional signal synchronization involving different TMC central systems and multiple Caltrans intersections.
City of Anaheim	John Thai <i>Principal Traffic Engineer</i> (714) 765-5202 jthai@anaheim.net	<ul style="list-style-type: none"> ■ Harbor Boulevard Regional Traffic Signal Synchronization Project (RTSP) (2/2014 – 3/2018) ■ Katella RTSSP Project (2/2020 – Ongoing) 	Project was funded through Project P, Signal synchronization along major arterials and synchronization with Caltrans intersections.

Figure 6 – Proposed Project Schedule



Proposed Staff Hours Sheet

Iteris has provided the staff hours in **Appendix C**.

8) APPENDICES

Appendix A **Letter of Reference**

Appendix B **Resumes**

Appendix C **Staff Hours**

APPENDIX C STAFF HOURS

Table 6 summarizes the Iteris Team’s staff-hours.

Table 6 – Staff Hours by Tasks

TASK			ITERIS							TIME OF COMPLETION FOR EACH TASK
			Project Manager	Senior Advisor & QA/QC	Task Lead/ Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Admin Staff	
TASK 1A - PI Phase	Task 1	Project Administration	252	12	118	96	0	0	0	478
		Kick-Off Meetings	12	4	8					24
		PMP Plan & Project Coordination & Meetings	240	8	110	96				454
	Task 2	Data Collection	6	0	14	8	22	28	0	78
		Data Collection and QC	6		14	8	22	28		78
	Task 3*	Field Review and Plans, Specifications, and Estimates	22	0	360	220	330	352	0	1284
		Subtask 3.1. Field Review	2		40	60	80	92		274
		Subtask 3.2. Plans, Specifications and Estimates	20		320	160	250	260		1010
	Task 4	Corridor "Before" Study	16	0	0	32	46	80	0	174
		Travel Time Studies	16			32	46	80		174
	Task 5	Signal Timing Optimization and Implementation	160	16	140	180	300	580	0	1376
		Subtask 5.1. Proposed Network Modeling	60	8	50	70	120	240		548
		Subtask 5.2. New Timing Implementation	60	8	50	70	120	240		548
		Subtask 5.3. Optimize Signal Timing	40		40	40	60	100		280
	Task 6	Corridor "After" Study	16	0	0	32	46	80	0	174
		Travel Time Studies	16			32	46	80		174
	Task 7*	Synchronization System Construction	110	8	280	400	480	520	0	1798
		Subtask 7.1. Bid Support	40		60					100
		Subtask 7.2. Construction Engineering & Management	50	8	180	400	440	480		1558
		Subtask 7.3. As-Built Records	20		40		40	40		140
	Task 8	Primary Implementation Project Report	8	2	48	56	56	0	0	170
		Draft Report	6	1	32	32	32			103
		Final Report	2	1	16	24	24			67
TASK 1B - O&M Phase	Task 9	Ongoing Monitoring and Maintenance Services	16	8	92	156	212	240	2	726
		Subtask 9.1. Monitoring & Improvement of Optimized Signal Timing	8	2	24	64	200	240	2	540
		Subtask 9.2. Communications & Detection Support	4	4	60	80				148
		Subtask 9.3. On-Going Operations & Maintenance (O&M) Memo	4	2	8	12	12			38
Subtotal *			606	46	1052	1180	1492	1880	2	6258
Optional Task 9			Traffic Responsive Operations up to 15 Signals							
			0	16	36	64	64	0	0	180
* denotes Tasks 3 and 7 for City of Anaheim are deletable scope and costs										

9) OPTIONAL TASKS

SUB-TASK 9.1. TRAFFIC RESPONSIVE OPERATION

Variable and unpredictable traffic volume changes can pose major challenges for traffic signal operation and traffic control systems, especially with the uncertainties of post-COVID conditions. In addition to standard practice in time-based signal coordination, Iteris will assist the City to evaluate the capacities of City's existing Centrac system to run Traffic Responsive plan selection through the data it collects from the existing detection system in the field. This will enable the system to showcase its potential for selecting desired plan/cycle to respond to changing traffic conditions accordingly. Iteris will utilize the previous Centrac responsive operation experience in other agencies to provide the following services:

- Develop one(1) shoulder plan for each of peak periods (weekday AM and PM peaks)
- Identify system detections and recommend minor detection adjustment if needed
- Recommend K-Value (a factor used to weight the occupancy values within a system detector group), system polling period, and Reference Value (RV) that are calculated using average volume and occupancy from each detector group
- Develop and activate traffic responsive function

SUB-TASK 9.2. CORRIDOR PERFORMANCE MEASURES USING CLEARGUIDE

Signal timing at its core however, can be labor intensive, limited due to manual counts for specific time-periods, and not necessarily proactive. Further, agency budgets only allow for retiming every 3 – 5 years, but timing can be disrupted much more frequently. To combat this issue, Iteris develops solutions that leverage data and technology, with our staff of computer programmers, data scientists and traffic engineers. The key is the traffic engineers who review our solutions with the idea of making their job easier to do and more effective in their deployment.

The solutions are cloud-based and accessible from any computer, allowing users to quickly see the status of their network with the detail that engineers appreciate, to quickly adjust, monitor, or report on their network level of service. More simply, Iteris' SPM provides intersection level monitoring and insights, while ClearGuide provides corridor level insights. Iteris' ClearGuide service ingests, analyzes, and visualizes commercial speed data, as well as other safety and sensor data sets, and provides actionable information on real-time problem areas, corridors where performance is degrading, and intersections with the most severe congestion. These analytics provide instant access to corridor before and after studies with much more comprehensive coverage than is possible with floating car runs. They also enable agencies to take a data-driven approach to prioritizing signal synchronization corridors and determining when a particular corridor should be retimed.

SUB-TASK 9.3. COORDINATION OPTIMIZATION AND MONITORING USING TRANSYNC SOFTWARE

Iteris will utilize TranSync software as supplementary tool to augment the signal coordination plans generated by Synchro and to verify coordination progression in the field **without additional cost** to this project. TranSync is a software with similar functions of Synchro or TruTraffic software to optimize signal timing (desktop version) and can be used on mobile devices to collect evaluation measures such as travel time, average speed as well as travel time video (mobile version). A study reported that TranSync offset optimization outperformed Synchro in terms of arterial coordination and fine-tuning efforts required in the field. With signal timings loaded into the mobile app and clocks synced with the controllers, TranSync provide probe car driver a graphic of designed time-space diagram with recorded trajectory of travel time runs and a recorded video that can be used to identify out-of-sync signals, unexpected stops, fine-tuning needs of offsets, and other information that can be used to confirm implementation of new timing plans and perform before-after evaluation.

Innovating through Informatics™

About Us

Iteris is the global leader in smart mobility infrastructure management – the foundation for a new era of mobility. We apply cloud computing, artificial intelligence, advanced sensors, advisory services and managed services to achieve safe, efficient and sustainable mobility. Our end-to-end solutions monitor, visualize and optimize mobility infrastructure around the world to help ensure that roads are safe, travel is efficient, and communities thrive.

PHASE	TASK	COSTS						TOTAL
		Tustin	Santa Ana	Anaheim	Orange	Placentia	Yorba Linda	
PI	Task 1A							\$ 99,520
	Task 2							\$ 48,170
	Task 3	\$ 10,305	\$ 30,915	\$ 1,547 \$ 24,216	\$ 103,051	\$ 36,068	\$ 20,610	\$ 226,712
	Task 4							\$ 27,996
	Task 5							\$ 230,988
	Task 6							\$ 27,996
	Task 7	\$ 14,036	\$ 42,107	\$ 35,089	\$ 140,356	\$ 49,125	\$ 28,071	\$ 308,784
	Task 8							\$ 32,812
	Sub-Total	\$ 24,341	\$ 73,022	\$ 60,852	\$ 243,407	\$ 85,193	\$ 48,681	\$ 1,002,978
OMM	Task 1B							\$ 9,976
	Task 9							\$ 122,692
PROJECT TOTAL								\$ 1,135,646
Total for Deletable Anaheim Tasks (Sub-Task 3.1B, Sub-Task 3.2 and Task 7)								\$ 59,305
PROJECT TOTAL WITHOUT ANAHEIM TASKS 3.1B, 3.2 AND 7:								\$ 1,076,341

**COOPERATIVE AGREEMENT
AMONG THE CITIES OF ORANGE, ANAHEIM, PLACENTIA, SANTA ANA,
TUSTIN AND YORBA LINDA FOR THE
TUSTIN AVENUE/ROSE DRIVE CORRIDOR TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and among the CITY OF ORANGE, a municipal corporation ("ORANGE"), the CITY OF ANAHEIM, a municipal corporation ("ANAHEIM"), the CITY OF PLACENTIA, a municipal corporation ("PLACENTIA"), the CITY OF SANTA ANA, a municipal corporation ("SANTA ANA"), the CITY OF TUSTIN, a municipal corporation ("TUSTIN"), and the CITY OF YORBA LINDA, a municipal corporation ("YORBA LINDA"). ORANGE, ANAHEIM, PLACENTIA, SANTA ANA, TUSTIN AND YORBA LINDA are collectively referred to herein as "CITIES".

RECITALS

A. ORANGE applied for a grant from the Orange County Transportation Authority ("OCTA") as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program ("RTSSP") (Project P), aimed to coordinate traffic signals across multiple jurisdictions to enhance countywide traffic flow and reduce congestion (the "APPLICATION").

B. The Tustin Avenue/Rose Drive Traffic Signal Synchronization Project (the "PROJECT") was selected by OCTA as one of the RTSSP projects to be funded in Fiscal Year 2020-2021, based on an application submitted by ORANGE on behalf of CITIES.

C. OCTA and ORANGE entered into a Master Funding Agreement (Agreement No. C-1-2777) defining the terms and conditions for approved Measure M2 projects.

D. CITIES desire to initiate and implement the PROJECT, with ORANGE as the lead agency.

E. CITIES desire to enter into this Agreement to demonstrate their commitment to improving traffic signal synchronization opportunities for Orange County and to develop and implement the PROJECT.

F. CITIES desire to set the specific terms, conditions and funding responsibilities between the CITIES for the implementation of the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed by the CITIES as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2026. This Agreement may be extended for up to two additional one-year periods upon the mutual written consent of the CITIES' project liaisons.

2. **SCOPE OF PROJECT**

A. The PROJECT includes improvement at fifty-four (54) traffic signals along Tustin Avenue (known as Tustin Street in portions of the PROJECT area) and Rose Drive as described in and at an estimated cost as set forth in the PROJECT Application ("APPLICATION") attached as Exhibit "A" and incorporated herein by this reference.

B. The PROJECT includes elements identified in the APPLICATION, including certain hardware and software upgrades to traffic controllers, traffic telecommunications, master controllers and associated systems (collectively referred to as "Traffic Control Elements"), and these Traffic Control Elements will be constructed and/or installed and implemented as part of the PROJECT as identified in the APPLICATION, attached as Exhibit "A."

3. **SHARED RESPONSIBILITIES**

A. CITIES agree to coordinate the inclusion of other Traffic Control Elements and in-kind services to be integrated during the construction of the PROJECT that are not included in the project application and that the applicable city will have the responsibility for verifying and coordinating during the course of the PROJECT. All costs associated with the inclusion of other Traffic Control Elements, if any, are the sole responsibility of the city owning each and any of those other elements during the PROJECT.

B. CITIES agree to implement the PROJECT based on Exhibit "A," including a combined cash and in-kind match of approximately Six Hundred Ninety Thousand Five Hundred Ninety Dollars (\$690,590.00), which equals twenty percent (20%) of the PROJECT cost split with the following cost contribution of cash and in kind services:

AGENCY	CASH		IN-KIND		TOTAL MATCH	
	PI*	O&M**	PI	O&M	PI	O&M
City of Anaheim	\$118,412.50	\$0.00	\$0.00	\$3,360.00	\$118,412.50	\$3,360.00
	\$118,412.50		\$3,360.00		\$121,772.50	
City of Orange	\$224,520.00	\$12,000.00	\$0.00	\$0.00	\$224,520.00	\$12,000.00
	\$236,520.00		\$0.00		\$236,520.00	
City of Placentia	\$82,917.50	\$3,360.00	\$0.00	\$0.00	\$82,917.50	\$3,360.00
	\$86,277.50		\$0.00		\$86,277.50	
City of Santa Ana	\$73,545.00	\$2,360.00	\$12,400.00	\$1,000.00	\$85,945.00	\$3,360.00
	\$75,905.00		\$13,400.00		\$89,305.00	
City of Tustin	\$30,225.00	\$1,440.00	\$0.00	\$0.00	\$30,225.00	\$1,440.00
	\$31,665.00		\$0.00		\$31,665.00	
City of Yorba Linda	\$105,220.00	\$2,400.00	\$17,430.00	\$0.00	\$122,650.00	\$2,400.00
	\$107,620.00		\$17,430.00		\$125,050.00	
TOTAL MATCH	\$634,840.00	\$21,560.00	\$29,830.00	\$4,360.00	\$664,670.00	\$25,920.00
	\$656,400.00		\$34,190.00		\$690,590.00	

* Primary Implementation Phase

** Operations and Maintenance Phase

CITIES agree the final amount and corresponding match may vary and will be based on the 20% of actual cost of implementing all timing, improvements, and maintenance, as identified in the project application. OCTA will fund the remaining 80% of the project cost estimated at Two Million Seven Hundred Sixty-Two Thousand Three Hundred Sixty Dollars (\$2,762,360.00).

C. Upon issuance of a Notice to Proceed to the consultant that is selected by ORANGE through a Request for Proposal, ORANGE may issue invoices to CITIES for up to eighty percent (80%) of the cash match amount identified in Section 3.B, above, and Exhibit “A.” The remaining cash match amount will be invoiced after the completion of the Primary Implementation Phase of the PROJECT.

D. CITIES agree that unused PROJECT funds from one city may be used by another city (with matching fund responsibility) upon mutual written agreement of CITIES.

E. In the event the cost of the PROJECT exceeds the estimates as submitted in the APPLICATION, ORANGE shall meet with the affected city to determine revisions to the PROJECT. Any revisions necessitating an increase to the budget(s) or revised funding proposal(s) are subject to advanced written approval by the affected city. Any cost overruns shall be the financial responsibility of the jurisdiction where the work improvement occurs or as the case may be, causes the required improvement.

F. CITIES agree to:

(1) Designate a technical lead person to act as the liaison for the PROJECT. The liaison and any other required personnel shall attend and participate in all PROJECT-related meetings and participate on the OCTA Traffic Forum.

(2) Participate, cooperate and coordinate with contractors, consultants, vendors and staff in good faith using reasonable efforts to resolve any unforeseen issues and disputes arising out of the PROJECT to the extent practicable with respect to the performance of the PROJECT.

(3) Participate and support the PROJECT implementation within the timeframe outlined in the APPLICATION and consistent with OCTA’s Comprehensive Transportation Funding Programs (“CTFP”) Guidelines.

(4) Provide ORANGE all current intersection, local field master, and/or central control system timing plans and related data upon request.

(5) Identify and verify the upgrades to Traffic Control Elements to be constructed and installed as part of the PROJECT and as identified in the project application for each city.

(6) Coordinate the inclusion of other Traffic Control Elements and in-kind services, where necessary, that CITIES require for the implementation of the PROJECT but are

not included in the project application. Each city shall be responsible for the inclusion of such elements within reason.

(7) Maintain PROJECT-related signals and telecommunications equipment with high priority during the PROJECT and be responsible for repair of the signal control systems in CITIES' own jurisdiction.

(8) Provide on-site support for signal control systems, timing plans, detection systems and related equipment during construction, installation and integration, and be available to change or make adjustments to timing plans at a central or field location when necessitated by the PROJECT.

(9) Waive all fees associated with any local agency permits that may be required of the consultant, sub-consultants, contractors and/or service or equipment providers in the performance of the PROJECT.

(10) Document in-kind match or dollar match funding as identified in the project application and provide verification of such expenditures as part of any required review or audit process, which may include payroll records, contracts and purchase orders.

(11) Maintain and operate the traffic signals and improvements for a period of two (2) years following the completion of the Primary Implementation Phase of the PROJECT.

(12) Maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, CITIES shall permit the authorized representatives of ORANGE to inspect and audit all work, materials, payroll, books, accounts, and other data and records of CITIES for a period of four (4) years after final payment, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of ORANGE's payment of CITIES' final billing (so noted on the invoice), if applicable, under this Agreement. ORANGE shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with CITIES' contractor(s).

4. RESPONSIBILITIES OF ANAHEIM, PLACENTIA, SANTA ANA, TUSTIN AND YORBA LINDA

A. ANAHEIM, PLACENTIA, SANTA ANA, TUSTIN and YORBA LINDA agree to the following responsibilities for implementation and funding of the PROJECT:

(1) To designate ORANGE as the Administering Agency for the PROJECT, authorizing ORANGE to manage, procure and implement all aspects of the PROJECT.

(2) To authorize ORANGE to enter into a Cooperative Agreement on CITIES' behalf with the State of California Department of Transportation (Caltrans) to coordinate the implementation of Intelligent Transportation System (ITS) equipment and coordinated signal synchronization at intersections between city streets and State Highway System Off-Ramps

(Caltrans Improvements). Such Cooperative Agreement for General Traffic Signal Synchronization is required by Caltrans. (This Section is not applicable to PLACENTIA.)

(3) To reimburse ORANGE for the costs of improvements and coordination attributable to Caltrans Improvements in each city's jurisdiction. Payment shall be within thirty (30) days of receipt of invoice from ORANGE. (This Section is not applicable to PLACENTIA.)

(4) To authorize OCTA to distribute its grant allocation of approximately Two Million Seven Hundred Sixty-Two Thousand Three Hundred Sixty Dollars (\$2,762,360.00) to ORANGE in order to pool the CITIES' grant funds to effect completion of a more thorough PROJECT than could be accomplished by each city individually.

(5) To contribute CITIES' match share of cash and in-kind services as set forth in Section 3.B, above. Payment shall be within thirty (30) days of receipt of invoice from ORANGE.

(6) To provide detailed documentation supporting any in-kind match set forth in Section 3.B, above, to the reasonable satisfaction of ORANGE.

(7) To help develop the PROJECT scope, attend team meetings, and review all consultant and administrative reports pertaining to the scope of work in their individual jurisdictions.

(8) To provide required updates as requested by OCTA as part of the semi-annual review process until the completion of the three-year grant period. Documents to be provided include but are not limited to payroll records, contracts, and purchase orders related to the PROJECT.

B. ANAHEIM may request to implement, within its own jurisdiction, Tasks 3 and/or 7 as listed in the Primary Implementation Phase, in coordination with and the written approval of ORANGE as follows:

(1) Prior to ORANGE granting approval of ANAHEIM's request, ANAHEIM shall initiate discussions with and obtain concurrence from OCTA.

(2) ANAHEIM shall assume responsibility for the coordination, design, construction and integration of all field and Traffic Management Center elements in the assigned Tasks and according to the timeline as set forth in the APPLICATION.

(3) ANAHEIM shall ensure its PROJECT Tasks are performed in accordance with OCTA's Comprehensive Transportation Funding Program Guidelines.

(4) Any change in scope from Exhibit "A" or change in budget as outlined in 3.B as it pertains to any Tasks undertaken by ANAHEIM shall require prior written approval from ORANGE.

(5) ANAHEIM's responsibilities and the required timeline shall be set forth in a separate writing, signed by the designated project managers for ANAHEIM and ORANGE.

(6) Failure of ANAHEIM to perform Tasks 3 and/or 7 within the approved timeline and according to the approved scope may result in a loss of funding or costs deemed ineligible for reimbursement. Costs incurred by ANAHEIM that are deemed ineligible shall be the sole responsibility of ANAHEIM.

(7) ANAHEIM shall fund the approved Tasks as the costs are incurred. ANAHEIM shall receive reimbursement for said Tasks after OCTA approves such expenses.

5. RESPONSIBILITIES OF ORANGE

ORANGE agrees to the following responsibilities for implementation and funding of the PROJECT:

A. To manage the PROJECT for CITIES. ORANGE shall act as the Administering Agency for the work for all CITIES. Within ten (10) days after this Agreement has been executed, ORANGE will provide an executed copy of this Agreement to OCTA, pursuant to the terms and conditions set forth herein.

B. To contribute its match share of cash as set forth in Section 3.B, above.

C. To enter into any required Cooperative Agreement with Caltrans regarding Caltrans Improvements in CITIES; to comply with all the terms and conditions of said Cooperative Agreement; to pay invoices for such Caltrans Improvements as required by Caltrans; and to invoice CITIES in a timely manner with detailed documentation of said Caltrans Improvements.

D. To work cooperatively with CITIES; to ensure that CITIES have the opportunity to provide meaningful input into all phases of the PROJECT; to ensure that CITIES' staff has adequate time to review all draft reports, contracts, the proposed scope of work, and any other pertinent information; and to convene regular meetings of staff representatives from CITIES to provide a regular process of input from CITIES to the consultant team.

E. To enter into an agreement with a qualified consultant and contractor to assist in the completion and monitoring of the PROJECT.

F. To coordinate the work effort of the PROJECT, provide the day to-day management of the consultant, and manage all consultant administration and contracting. ORANGE shall review and pay the consultant's invoices accordingly after ensuring that the work has been satisfactorily performed.

G. To provide ongoing maintenance and operation of optimized signal timing after the Primary Implementation phase of the PROJECT is completed and to continue such maintenance until the end of the grant period and provide verification of such activities as required by Measure M2 program funding.

H. To comply with all of the terms and conditions of its Cooperative Agreement with OCTA, including the project reporting and auditing requirements contained therein.

I. ORANGE, or its authorized representatives, may upon close-out of PROJECT under this Agreement, perform an audit and or technical review to ensure that the CTFP Guidelines policies and procedures were followed. Such an audit shall be performed within one hundred eighty (180) days after the PROJECT's grant period is complete. If the audit or technical review determines that any of the activities performed are ineligible for CTFP funding, the city that incurred the ineligible expense must return the amount of funding used to perform the ineligible activity to ORANGE.

6. MUTUAL INDEMNIFICATION

ORANGE and the participating CITIES (PARTNERS) agree to indemnify, defend and hold harmless all PROJECT partners, their elected officials, officers, agents and employees from and against all claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by negligent acts, omission or willful misconduct of the PARTNERS, their officers, agents and employees in connection with or arising out of the performance of this Agreement.

7. INSURANCE

A. CITIES shall each maintain and keep in full force and effect during the term of this Agreement insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with CITIES' performance of their obligations hereunder.

B. CITIES shall require their consultants and contractors performing work in connection with this Agreement to obtain and maintain the following minimum amount of insurance during the term of this Agreement as described below:

(1) General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall: (a) cover bodily injury, death and property damage; (b) name CITIES, and their elected officials, officers, employees, agents, volunteers and representatives as additional insured(s); and (c) be primary and not contributory with respect to insurance or self-insurance programs maintained by the city.

(2) Business automobile liability with a combined single limit of \$1,000,000. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

(3) Workers' compensation insurance as required by law with any required employer's liability insurance with limits not less than \$1,000,000 per accident.

(4) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of \$1,000,000 per claim. Contractor shall agree to keep such policy in force and effect for PROJECT duration.

C. The insurance policies maintained by a consultant or contractor shall be primary insurance and no insurance held or owned by CITIES shall be called upon to cover any loss under the policy. A consultant or contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

D. Before a consultant or contractor performs any work or prepares or delivers any materials, it shall furnish certificates of required insurance and endorsements to CITIES, evidencing the aforementioned minimum insurance coverages on forms acceptable to ORANGE, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to CITIES.

E. If a consultant or contractor maintains broader coverage and/or higher limits than the minimums described above, the CITIES shall require and shall be entitled to the broader coverage and/or higher limits maintained by the consultant or contractor.

8. GENERAL PROVISIONS

A. Complete Agreement. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement among CITIES and it supersedes all prior representations, understandings and communications among the parties.

B. Representatives. CITIES each designate their City Manager or his/her designee to be the representative of CITIES for purposes of this Agreement. The City Manager may issue all consents, approvals, directives, and agreements called for by this Agreement, except as otherwise expressly provided in this Agreement.

C. Waiver. The delay or failure of any city at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the city against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D. Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Compliance with All Laws. CITIES shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the PROJECT.

F. Force Majeure. CITIES shall not be responsible for delays or lack of performance resulting from acts beyond their reasonable control. Such acts include, but are not limited to, any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, pandemic, and any other conditions beyond the reasonable control of a city.

G. Assignment. Neither this Agreement, nor any of the CITIES' rights, obligations, or duties hereunder may be assigned in whole or in part by any city without the prior written consent of the other CITIES in their sole and absolute discretion. Any attempted assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

H. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and applicable local and federal laws, regulations and guidelines. In the event of any legal action to enforce or interpret this Agreement, the parties agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

I. Attorneys' Fees. If litigation is brought by any city in connection with this Agreement, the prevailing party(ies) shall be entitled to recover from the opposing party(ies) all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party(ies) in the exercise of its rights and remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

J. Notices. Any notices, requests, or demands made among the CITIES pursuant to this Agreement are to be directed as follows:

To ORANGE:

City Clerk
City of Orange
300 E. Chapman Ave.
Orange, CA 92866

To ANAHEIM:

City Clerk
City of Anaheim
200 S. Anaheim Blvd.
2nd Floor, Room 217
Anaheim, CA 92805

To PLACENTIA:

City Clerk
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

To SANTA ANA:

Clerk of the Council
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

To TUSTIN:

City Clerk
City of Tustin
300 Centennial Way
Tustin, CA 92780

To YORBA LINDA:

City Clerk
City of Yorba Linda
4845 Casa Loma Ave.
Yorba Linda, CA 92886

K. Order of Precedence. In the event of an inconsistency between this Agreement and the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

L. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

M. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

N. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

O. Counterparts of Agreement. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute one agreement.

P. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, CITIES have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

<p>CITY OF ORANGE, a California municipal corporation</p> <p>By: _____ Rick Otto City Manager</p> <p>APPROVED AS TO FORM:</p>	<p>CITY OF ANAHEIM, a California municipal corporation</p> <p>By: _____ Harry Sidhu Mayor</p> <p>ATTEST:</p>
<p>_____ Mary E. Binning Senior Assistant City Attorney</p> <p>RECOMMENDED FOR APPROVAL:</p>	<p>_____ Theresa Bass City Clerk</p> <p>APPROVED AS TO FORM:</p>
<p>_____ Chris Cash Public Works Director</p>	<p>_____ Bryn M. Morley Deputy City Attorney</p>

CITY OF PLACENTIA, a California
municipal corporation

By: _____
Damien R. Arrula
City Administrator

ATTEST:

Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen
City Attorney

CITY OF SANTA ANA, a California
municipal corporation

By: _____
Kristine Ridge
City Manager

ATTEST:

Daisy Gomez
City Clerk

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

John M. Funk
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

CITY OF TUSTIN, a California
municipal corporation

By: _____

Letitia Clark
Mayor

ATTEST:

Erica N. Yasuda
City Clerk

APPROVED AS TO FORM:

David E. Kendig
City Attorney

CITY OF YORBA LINDA, a California
municipal corporation

By: _____

Peggy Huang
Mayor

ATTEST:

Marcia Brown
City Clerk

APPROVED AS TO FORM:

Todd O. Litfin
City Attorney

EXHIBIT “A”

**PROJECT APPLICATION
SCOPE OF WORK AND ESTIMATED COSTS**

FY 2020 Call for Projects

Regional Traffic Signal Synchronization Program

Project P

Supplemental Application

Tustin Avenue/Rose Drive

10/27/2019

Revision 1: 4/7/2021

Project Overview

Length of Corridor (mi): 11.4

Number of signals: 54

Total Project Cost: **\$3,452,950.00**

M2 funds requested: **\$2,762,360.00**

Total Match: **\$690,590.00**

Cash Match: **\$656,400.00**

In-kind Match: **\$34,190.00**

Participating agencies: Anaheim, Orange (City), Placentia,
Santa Ana, Tustin, Yorba Linda

Applicant Agency: City of Orange

Contact Name: Larry Tay

Contact Number: 714-744-5534

Contact Email: ltay@cityoforange.org

TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019

Project P Regional Traffic Signal Synchronization Program Application Checklist

Project P Application Checklist		Page	Rev1 Page:
RTSSP Online Application – submitted through OCFundTracker		Online	
1. Vehicle Miles Traveled			
2. Benefic Cost Ratio			
3. Project Characteristics			
4. Transportation Significance			
5. Maintenance of Effort			
6. Project Scale			
7. Number of Jurisdictions			
8. Current Project Readiness			
9. Funding Over-Match			
10. Cabinet photos, equipment specifications, as-built drawings, cabinet drawings, etc. (if OCTA-Led)		Flashdrive	
Section 1: Key Technical Information			
a. Project Corridor Limits		1	1
b. Designation of the corridor to synchronize: Signal Synchronization Network corridor or Master Plan of Arterial Highways corridor		1	2
c. Project start date and end date, including any commitment to operate signal synchronization beyond the three year grant period		1	2
d. Signalized intersections that are part of the project		1	2
e. Traffic Forum members		1	2
Section 2: Lead agency		2	3
Section 3: Resolutions of support from the project’s Traffic Forum members		3	4
Section 4: Preliminary plans for the proposed project by task (detail below)			
The plans shall include details about both phases of the project: <u>Primary Implementation (PI)</u> and the <u>Ongoing Maintenance and Operations (O & M)</u> . The plan should be organized using the following setup.			
Primary Implementation shall include details about the following:			
Task 1: Project Administration (required)		Pg. 4-5	5-6
Task 2: Data Collection (required)			
Task 3: Field Review and Plans Specifications and Estimates (required)			
Task 4: Corridor "Before" Study (required)			
Task 5: Signal Timing Optimization and Implementation (required)			
Task 6: Corridor "After" Study (required)			
Task 7: Synchronization System Construction (required)			
Task 8: Project Report (required)			
Task 9: On-going Operations and Maintenance (required)			
Ongoing Maintenance and Operations (O&M) will begin after the <u>Primary Implementation</u> of the project is completed. It shall include details about the following:		Pg. 6	6
a. Monitoring and improving optimized signal timing (required)			
b. Communications and detection support (optional)			
c. O&M Final Memorandum (required)			
Section 5: Funding Needs/Costs for Proposed Project by Task		Pg. 6	7-8
a. Table I: Summary of Improvements		Pg. 7	9
b. Table II: Detailed Improvement Breakdown		Pg. 8	10-15
Section 6: Project schedule for the 3 year grant period by task		Pg. 9	16
Section 7: Matching funds		Pg. 10	17-18
Section 8: Environmental clearances and other permits		Pg. 11	19
Section 9: Calculations used to develop selection criteria inputs		Pg. 11-12	19-20
Section 10: Any additional information deemed relevant by the applicant		Pg. 13	21-23
Appendices		Pg. 14	

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SECTION 1: KEY TECHNICAL INFORMATION

- a. The proposed project will synchronize Tustin Avenue/Rose Drive corridor from First Street in Santa Ana to Wabash Avenue in Yorba Linda. The project includes fifty-four (54) signals over eleven and four tenths (11.4) miles. **Figure 1** shows a map of the project area.

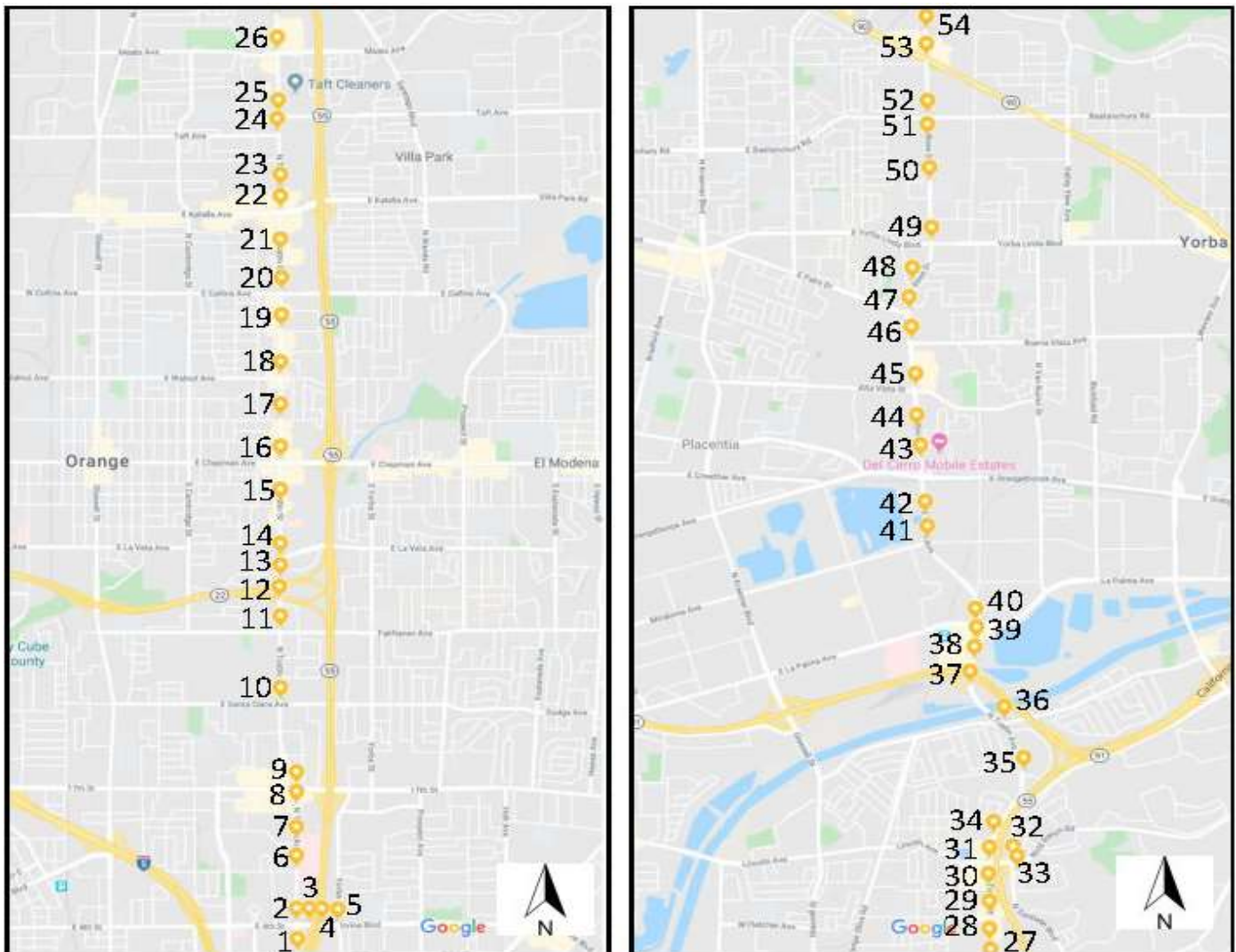


Figure 1: Signalized intersection and proposed project limits.

**TUSTIN AVENUE/ROSE DRIVE
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b. Designation of the corridor to synchronize:

- ☒ Master Plan of Arterial Highways Corridor
☒ Signal Synchronization Network Corridor

c. Project Start Date: August 1, 2020 Project End Date: July 31, 2023

All agencies commit to operate signal synchronization **BEYOND** the three year grant period for:

- ☒ Zero Years ☐ One Year ☐ Two Years ☐ Three Years ☐ Other

d. Signalized intersections that are part of the project:

No.	Agency	Intersection on Tustin Avenue@	No.	Agency	Intersection on Tustin Avenue@
1	Tustin	First Street	30	Orange	SR-55 S/B On Ramp
2	Santa Ana	Fourth Street	31	Orange	Lincoln Avenue/Nohl Ranch Road
3	Caltrans	Fourth Street SR-55 S/B Ramps	32	Caltrans	Nohl Ranch Road @ Santiago Blvd
4	Caltrans	Fourth Street SR-55 N/B Ramps	33	Caltrans	Santiago Blvd @ N/B SR-55 Ramp Vista Park
5	Tustin	Irvine Boulevard @ Yorba Street	No. Agency Intersection on Tustin Avenue@		
6	Santa Ana	Fruit Street	34	Caltrans	SR-55 S/B Off Ramp
7	Santa Ana	Wellington Avenue	35	Orange	Santa Ana Canyon Road
8	Santa Ana	entre on Seventeenth/Tustin Centr	36	Anaheim	Riverdale Avenue
9	Santa Ana	Seventeenth Street	37	Anaheim	SR-91 E/B Ramps
10	Santa Ana	Santa Clara Avenue	38	Anaheim	SR-91 W/B Ramps
11	Orange	Fairhaven Avenue	39	Anaheim	Pacificcenter Drive
12	Caltrans	SR-22 E/B Ramp - Seba Avenue	40	Anaheim	La Palma Avenue
13	Caltrans	SR-22 W/B Ramp	41	Anaheim	Mira Loma Avenue
14	Orange	La Veta Avenue/Rock Creek	42	Anaheim	Auto Exchange
15	Orange	Palmyra Avenue	No. Agency Intersection on Rose Drive @		
16	Orange	Chapman Avenue	43	Placentia	Del Cerro (Orangethorpe Grade Sep)
17	Orange	Palm Avenue	44	Placentia	Castner Drive
18	Orange	Walnut Avenue	45	Placentia	Alta Vista Street
19	Orange	Mayfair Avenue	46	Placentia	Buena Vista Avenue
20	Orange	Collins Avenue	47	Placentia	Palm Drive
21	Orange	Quincy Avenue	48	Placentia	Linda Vista Street/Valpariso Way
22	Orange	Katella Avenue	49	Placentia	Yorba Linda Boulevard
23	Orange	Van Owen Avenue/Toyota Way	50	Yorba Linda	School Ped Signal
24	Orange	Taft Avenue	51	Yorba Linda	Equestrian Signal/Ped Signal
25	Orange	Taft Avenue/Briardale	52	Yorba Linda	Bastanchury Road
26	Orange	Meats Avenue	53	Caltrans	Imperial Highway
27	Orange	East Village Way	54	Yorba Linda	Wabash Avenue
28	Orange	Village Town Center			
29	Orange	Heim Avenue			

e. Traffic Forum members:

Anaheim
Orange
Placentia
Santa Ana
Tustin
Yorba Linda

SECTION 2: LEAD AGENCY

☒ City of Orange will be the lead agency

☐ County of Orange will be the lead agency

Please note OCTA will not be leading projects for this Call for Projects.

The Tustin Avenue Rose Drive RTSSP corridor is a rejuvenated project originally performed and funded by M2 RTSSP in 2011 and was from the original Call for Projects. The project for FY 20/21 has been expanded to include the City of Yorba Linda making the total number of participating agencies now 6 plus Caltrans. The corridor length is close to 12 miles in length and will have 54 intersections retimed including some crossing arterial segments and interfacing abutting agency intersections to two crossing corridors with the SR-55 Freeway. All signal and ITS equipment need to be updated to the latest ATC standards to promote Automated Traffic Signal Performance Measures and to embrace Connected Vehicle technologies.

Land uses along the corridor have changed over the course of time. The Mall of Orange is now changed over to an individually owned small retail store situation with many fast food restaurants, etc. Major brick and mortar anchor stores have all left this type of development because of on line purchasing applications. Other types of entertainment and retail development has increased all across the length of the Tustin Avenue area. The Pacificcenter complex in Anaheim has also recently developed and is influencing operations on both Tustin Avenue and La Palma Avenue. The Orangethorpe Grade Separation project has eliminated a full eight phase intersection impacted by the BNSF rail crossing. All conflicts and queueing issues have been resolved.

The original timing has decayed and needs to be revisited. Therefore, it is imperative that this very important corridor be considered for the 2020 Call for Projects from OCTA

SECTION 3: RESOLUTIONS OF SUPPORT

Draft resolutions and letters of support from the partnering Traffic Forum members are provided in the Appendix A to E.

1. City of Yorba Linda Resolution will be approved at the City Council Meeting on November 5, 2019.
2. A letter of support from Caltrans District 12 was sent to the City of Orange on October 19, 2019
3. A letter of intent from the City of Orange was sent to OCTA on October 16, 2019. A Resolution will be approved by the City Council on November 12, 2019
4. A Letter of support from the City of Placentia was sent to the City of Orange on October 16, 2019. A Resolution
5. A letter of intent from the City of Tustin was sent to the City of Orange on October 19, 2019. A Resolution will be approved by the City Council on November 19, 2019
6. A letter of intent from the City of Santa Ana was sent to the City of Orange on October 16, 2019. A Resolution will be approved by the City Council on November 19, 2019
7. A letter of intent from the City of Anaheim was sent to the City of Orange on October 23, 2019. A Resolution will be approved by the City Council in December of 2019
8. A sample Resolution is supplied for the City of Anaheim. A full resolution will be approved by the City Council in December of 2019

SECTION 4: PRELIMINARY PLANS FOR THE PROJECT

Primary Implementation (PI)

The Primary Implementation phase will last approximately one year and include the following elements:

Task 1: Project Administration

The City of Orange will lead the project using contracted consultant staff to optimize signal synchronization timing along the Tustin Avenue/Rose Drive corridor. Orange shall perform normal day to day project administration duties. Local agency staff will perform local project administration duties. Project budget shall include time and funding for agency outreach and coordination. Orange will be responsible for all fiduciary elements of the project including dissemination of any funds and/or collection of funds from the partnering agencies. Project Administration services by Orange will include but not be limited to administration, engineering and design, coordination, presentation and other related responsibilities to ensure a timely project delivery. The budget shall include time and funding for outreach and cooperative agreement development and matching funds required by the partners.

Task 2: Data Collection

The Consultant contracted by the City of Orange will collect data necessary to thoroughly understand existing traffic conditions in the study area, develop a concept of operations, and be able to develop optimal time-of-day traffic signal coordination plans for specific zones and traffic generators as applicable.

Task 3: Field Review and Plans Specifications, and Estimates

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to complete the engineering design of the fiber upgrade and communications for the project. The Consultant will review the geometric layout, existing traffic signal equipment, and signal synchronization related infrastructure to identify any deficiencies for each intersection and along the whole corridor/route. The review shall include an assessment of the existing intersection geometry, traffic conditions, traffic signal control equipment, and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and Party supplied aerial photos. Based on the initial assessment by the partnering agencies and with their respective permission, the CONSULTANT shall inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. The project scope shall encourage innovative solutions and also account for unforeseen conditions.

Task 4: Corridor "Before" Study

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to conduct "before" floating car travel runs prior to timing implementation. The Consultant will conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)), fuel consumption reduction, pollution reduction, and other pertinent items. Agencies with Automated Signal Performance Measures should provide any data or analytics as part of the Before Study.

Task 5: Signal Timing Optimization and Implementation

Synchronization or coordination will be inter-jurisdictional in nature. All existing special generators such as schools or attractive businesses, traffic patterns, flows, and conditions will be taken into account. Synchronized timing will be developed for the AM Peak, PM Peak, Mid-day Peak and Weekend Peak. Crossing Arterial projects that have recently been timed will be considered as part of the project. Timing plans will be developed that assist traffic in getting to its destination without regard to physical or jurisdictional boundaries.

Task 6: Corridor "After" Study

The City of Orange's contracted consultant shall be a qualified traffic engineering consultant with the ability to conduct "after" floating car travel runs after timing implementation. The Consultant will

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conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method. Agencies with ATSPM shall provide any data and analytics to complement both the before and after studies.

Task 7: Synchronization System Construction

The City of Orange will use qualified traffic engineering consultants to design all infrastructure and equipment upgrades based on Section 5. All installations and upgrades will be per the owning agencies' standards. Details of equipment upgrades are tabulated in Tables I and II. Since the agencies have requested Orange to be the lead on this project, Orange will enlist a qualified contractor on a standard procurement basis to construct the facilities based on State and local agencies standards, specifications, and special provisions as developed by the consultant.

Task 8: Primary Implementation Project Report

The contracted consultant will develop a before and after study for the project. This report will be completed after the Primary Implementation is completed and will include the following:

- Introduction/project description: a summary of the project including the purpose, background, and objectives of the project.
- Data collection: a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- Traffic signal systems improvements: a summary of the implemented traffic signal systems improvements by city.
- Signal timing optimization: a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- Results: the study will contain directional morning, mid-day, evening, and weekend peak periods using travel times, average speeds, green lights to red lights, stops per mile, and the derived corridor synchronization performance index (CSPI) metric. This information shall be collected both before and after any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- Benefits to cost analysis: project benefits resulting from signal synchronization will be evaluated based on the before and after study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, Greenhouse Gas (GHG) reduction, and a final benefit cost ratio.
- Future signal corridor improvements: recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.
- Conclusion: a summary of the before and after study and its findings.

The City of Orange shall be responsible for submission of this document along with relevant backup information to OCTA Programs for close out of the PI Phase.

Task 9: On-going Maintenance & Operations

The City of Orange's contracted consultant shall provide "on-call" signal timing support services for a period of two years or 24 months following the complete closeout and all payments made for the Primary Implementation phase, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, the Consultant may accomplish the fine-tuning adjustments remotely from the office through the traffic management systems. During this 24-month period the Consultant will be prepared to review any project intersection requested within (24) hours of written notice, including observing and fine-tuning the signal timing. The Consultant will also assist with resolving communications and detection issues along the corridor.

The Consultant will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. All drives shall be documented. A copy, limited to jurisdictional boundaries, shall also be sent to each agency.

At the end of the 2-year O&M phase, the Consultant shall prepare a memorandum to summarize the O&M phase. It should, at the minimum, include when travel runs were conducted, issues and solutions throughout the phase, and recommendations for future improvements.

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SECTION 5: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK

Primary Implementation

The Primary Implementation will last one year and include the following elements (See Table I and Table II).

Project Tasks	Cost / Int	Total Cost	Match	
			Cash	In-Kind
Task 1: Project Administration	\$ 2,000.00	\$ 108,000.00	\$ 20,600.00	\$ 1,000.00
Task 2: Data Collection	\$ 850.00	\$ 45,900.00	\$ 9,180.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 7,350.00	\$ 396,900.00	\$ 72,440.00	\$ 6,940.00
Task 4: Corridor "Before" Study	\$ 600.00	\$ 32,400.00	\$ 6,480.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 5,150.00	\$ 278,100.00	\$ 51,620.00	\$ 4,000.00
Task 6: Corridor "After" Study	\$ 600.00	\$ 32,400.00	\$ 6,480.00	\$ -
Task 7: Synchronization System Construction (See Table II)	-	\$2,375,650.00	\$ 457,240.00	\$ 17,890.00
Task 8: Primary Implementation Project Report	\$ 1,000.00	\$ 54,000.00	\$ 10,800.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 2,400.00	\$ 129,600.00	\$ 21,560.00	\$ 4,360.00
Total Project Cost:		\$ 3,452,950.00	\$ 656,400.00	\$ 34,190.00

Ongoing Operations & Maintenance

Ongoing Operations and Maintenance will last two years and include the following elements. (See **Task 9 Details**):

Task 9 Details:

Task	Description of Work	Unit Price / Intersection	# of signals	Cost
Project Administration	Day to day administrative duties during O&M			included
Monitoring and improving optimized signal timing	Drive monthly and improve timing parameters along 54 signals for 24 months after signal timing and implemented along Tustin Avenue/Rose Drive from 1st Street to Wabash Avenue (@\$70/signal/month)	\$1,680.00	54	\$90,720
Communications and detection support	Monitor, maintain, and repair communication and detection along for 54 signals for 24 months after signal timing is implemented along Tustin Avenue/Rose Drive. (@ \$30/signal/month)	\$720.00	54	\$38,880
OMM Memorandum	A memorandum to summarize the O&M phase, including details on when travel runs were conducted; issues and solutions throughout the phase; and recommendations for future improvements.			included
Proposed Ongoing Operations & Maintenance:				\$129,600

Total Project Cost (Including PI and O&M for a total of 3 years):

Total M2 Request:
Total Agency Match:
Total Project Cost:

Total	
	\$2,762,360.00
	\$690,590.00
	\$3,452,950.00

TABLE I: SUMMARY OF IMPROVEMENTS

Location	Agency	Project Intersections at:	Description of Work																							
			INTERSECTION						CONTROLLERS		CONTROLLER CABINET					COMMUNICATION UPGRADE								ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)		
			EVP (all directions)	Video Detection System	UPS	ATSPM including O&M AI Applied Cell Site	ADA Pushbutton Assembly	Pedestrian Countdown Heads	New Controller	SDLC Cable	New Cabinet with New Foundation	New Cabinet (Reuse existing foundation)	System Detector (DLC)	Advance Detection Loop with New Conduit	Bluetooth Travel Time Unit	CCTV Camera	6E Pull box and Splice Enclosure	Fiber In New Conduit	Fiber in Existing Conduit	Fiber Distribution Unit (FDU)	Fiber Switch/Ethernet Switch	Patch Panel and Fiber Splicing	Ethernet Switch and/or Cell Modem	CENTRACS Integration + System Graphics	CENTRACS System License or CENTRACS System Modules	TMC Workstation
Rose Drive @																										
1	Yorba Linda	Wabash Avenue				X			X	X		X				X	X	X		X	X	X	X	X	X	
2	Caltrans	Imperial Highway															X	X		X	X	X	X			
3	Yorba Linda	Bastanchury Road				X			X	X		X				X	X	X		X	X	X	X	X	X	
4	Yorba Linda	Equestrian/Ped Signal				X			X	X		X				X	X	X		X	X	X	X	X	X	
5	Yorba Linda	School Ped Signal				X			X	X		X				X	X	X		X	X	X	X	X	X	
6	Placentia	Yorba Linda Boulevard				X	X	X	X	X						X		X		X	X	X	X			
7	Placentia	Linda Vista Street/Valpariso Way				X			X	X						X				X	X	X	X		X	
8	Placentia	Palm Drive				X			X	X						X				X	X	X	X		X	
9	Placentia	Buena Vista Avenue				X	X	X	X	X						X				X	X	X	X		X	
10	Placentia	Alta Vista Street				X	X	X	X	X						X				X	X	X	X		X	
11	Placentia	Castner Avenue							X	X									X	X	X	X		X		
12	Placentia	Del Cerro (Orange Thorpe Grade Separation							X	X						X				X	X	X	X		X	
Tustin Avenue @																										
13	Anaheim	Auto Exchange	X	X			X	X	X	X					X					X	X	X				
14	Anaheim	Mira Loma Avenue	X	X			X	X	X	X					X	X				X	X	X				
15	Anaheim	La Palma Avenue	X	X			X	X	X	X	X				X	X				X	X	X				
16	Anaheim	Pacificcenter Drive																								
17	Caltrans	SR-91 W/B Ramps																								
18	Caltrans	SR-91 E/B Ramps																								
19	Anaheim	Riverdale Avenue	X	X			X	X	X	X						X					X					
20	Orange	Santa Ana Canyon Road	X			X	X		X	X					X								X			
21	Caltrans	SR-55 S/B Off Ramp																								
22	Caltrans	Santiago Boulevard @ SR-55 N/B - Vista Park																								
23	Caltrans	Nohl Ranch Road at Santiago Boulevard																								
24	Orange	Lincoln Avenue/Nohl Ranch Road				X			X																	
25	Orange	SR-55 S/B On Ramp	X	X		X			X	X																
26	Orange	Heim Avenue	X			X	X		X																	
27	Orange	Village Town Center	X						X							X										
28	Orange	East Village Way	X			X	X		X			X														
29	Orange	Meats Avenue	X			X	X		X			X														
30	Orange	Taft Avenue/Briardale	X			X			X																	
31	Orange	Taft Avenue	X			X			X			X				X										
32	Orange	Van Owen Avenue/Toyota Way				X			X	X																
33	Orange	Katella Avenue	X	X		X			X																	
34	Orange	Quincy Avenue	X	X		X			X																	
35	Orange	Collins Avenue	X	X		X			X																	
36	Orange	Mayfair Avenue				X			X																	
37	Orange	Walnut Avenue	X			X			X			X				X										
38	Orange	Palm Avenue				X			X																	
39	Orange	Chapman Avenue		X		X																				
40	Orange	Palmyra Avenue	X			X			X	X						X										
41	Orange	La Veta./Rock Creek				X																				
42	Caltrans	SR-22 W/B																								
43	Caltrans	SR-22 E/B - Seba																								
44	Orange	Fairhaven	X	X		X			X																	
45	Santa Ana	Santa Clara Avenue							X							X	X		X		X	X	X			
46	Santa Ana	Seventeenth Street																			X	X	X			
47	Santa Ana	Centre on Seventeenth/Tustin Centre							X																	
48	Santa Ana	Wellington Avenue							X																	
49	Santa Ana	Fruit Street							X			X														
50	Caltrans	SR-55 N/B																								
51	Caltrans	SR-55 S/B																								
52	Santa Ana	Fourth Street				X	X		X			X				X	X	X	X	X	X	X		X	X	
53	Tustin	Irvine Boulevard at Yorba				X			X	X																
54	Tustin	First Street				X	X		X																	

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TABLE II: DETAILED IMPROVEMENTS BREAKDOWN

Item No.	Rose Drive @	Item Description	Unit	Qty	Labor to Install	Equipment Cost	Total	Cash Match	In-Kind Match	Agency
1	Wabash Avenue	Furnish and Install TS2 Cabinet Type "P", Cobalt ATC Controller & Appurtenances on Existing Foundation	EA	1	\$ 4,000.00	\$ 23,000.00	\$ 27,000.00	\$ 5,400.00		Yorba Linda
2		Furnish and Install BBS System and Cabinet on New Type "P" cabinet	EA	1	\$ 1,000.00	\$ 6,500.00	\$ 7,500.00	\$ 1,500.00		Yorba Linda
3		Re-establish Existing Type II service	EA	1	\$ 800.00		\$ 800.00	\$ 160.00		Yorba Linda
4		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
5		Furnish and Install 2" Conduit with 72 SFO I/C South to Imperial Hwy. (900-ft)	LF	900	\$ 35.00	\$ 10.00	\$ 40,500.00	\$ 8,100.00		Yorba Linda
6		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	4	\$ 2,500.00	\$ 1,000.00	\$ 14,000.00	\$ 2,800.00		Yorba Linda
7		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
8	Imperial Highway	Furnish and Install 2" Conduit with 72 SFO I/C South to Bastanchury Rd. (1,900-ft)	LF	1900	\$ 35.00	\$ 10.00	\$ 85,500.00	\$ 17,100.00		Yorba Linda
9		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	4	\$ 2,500.00	\$ 1,000.00	\$ 14,000.00	\$ 2,800.00		Yorba Linda
10	Bastanchury Road	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
11		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
12		Furnish and Install Duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
13		Furnish and Install 2" Conduit with 72 SFO I/C South to Equestrian Xing. (850-ft)	LF	850	\$ 35.00	\$ 10.00	\$ 38,250.00	\$ 7,650.00		Yorba Linda
14		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	3	\$ 2,500.00	\$ 1,000.00	\$ 10,500.00	\$ 2,100.00		Yorba Linda
15		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
16		Remove Twisted Pair Copper and Furnish and Install 72 SFO East to Grey Rock (550-ft)	LF	550	\$ 5.00	\$ -	\$ 2,750.00	\$ 550.00		Yorba Linda
17	Equestrian Xing	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
18		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
19		Furnish and Install Duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
20		Furnish and Install 2" Conduit with 72 SFO I/C South to Pedestrian Xing. (1,500-ft)	LF	1500	\$ 35.00	\$ 10.00	\$ 67,500.00	\$ 13,500.00		Yorba Linda
21		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	5	\$ 2,500.00	\$ 1,000.00	\$ 17,500.00	\$ 3,500.00		Yorba Linda
22		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
23	Pedestrian Xing (SCHOOL)	Supply and Install Cobalt ATC Controller & Appurtenances in Existing Cabinet	EA	1	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00		Yorba Linda
24		Furnish and Install Video Surveillance Camera & Appurtenances	EA	1	\$ 1,000.00	\$ 8,000.00	\$ 9,000.00	\$ 1,800.00		Yorba Linda
25		Furnish and Install duplex Power Outlet	EA	1	\$ 150.00	\$ 50.00	\$ 200.00	\$ 40.00		Yorba Linda
26		Furnish and Install 6E Fiber Drop Pull box & Appurtenances	EA	1	\$ 2,500.00	\$ 1,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
27		Furnish and Install Fiber Ethernet Switch and Power Supply	EA	1	\$ 500.00	\$ 3,000.00	\$ 3,500.00	\$ 700.00		Yorba Linda
28	Yorba Linda TMC Upgrades	F&I Server to Server Module to Centracs ATMS	EA	1	\$ 500.00	\$ 20,000.00	\$ 20,500.00	\$ 4,100.00		Yorba Linda
29		Develop Graphics and Integrate intersections to Centracs ATMS	EA	5	\$ 1,000.00	\$ -	\$ 5,000.00	\$ 1,000.00		Yorba Linda
30	Yorba Linda On Call Consultant Services	Various items involved with Construction Engineering, Design Review, etc. See various tables for expansion.	LS	1	\$ 14,490.00		\$ -	\$ -	\$ 14,490.00	Yorba Linda
31	Yorba Linda Blvd.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
32		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
33		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
34		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
35		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (4-ways) Includes Cabinet System Module	LS	1	\$ 2,160.00	\$ 6,100.00	\$ 8,260.00	\$ 1,652.00		Placentia
36		Furnish & install Countdown Ped Head System	EA	8	\$ 75.00	\$ 250.00	\$ 2,600.00	\$ 520.00		Placentia

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37	Linda Vista St.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
38		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
39		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
40		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
41	Palm Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
42		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
43		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
44		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
45	Buena Vista Ave.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
46		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
47		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
48		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
49		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (3-ways) Includes Cabinet System Module	LS	1	\$ 1,420.00	\$ 5,200.00	\$ 6,620.00	\$ 1,324.00		Placentia
50		Furnish & install Countdown Ped Head System	EA	6	\$ 75.00	\$ 250.00	\$ 1,950.00	\$ 390.00		Placentia
51	Alta Vista St.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
52		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
53		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
54		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
55		Furnish & install Active Pedestrian Safety System and Audio Push Buttons (4-ways) Includes Cabinet System Module	LS	1	\$ 2,160.00	\$ 6,100.00	\$ 8,260.00	\$ 1,652.00		Placentia
56		Furnish & install Countdown Ped Head System	EA	8	\$ 75.00	\$ 250.00	\$ 2,600.00	\$ 520.00		Placentia
57	Castner Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
58		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
59		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
60	Del Cerro Dr.	Furnish & install Cobalt ATC controller unit	EA	1	\$ 750.00	\$ 4,150.00	\$ 4,900.00	\$ 980.00		Placentia
61		Furnish & install Actelis ML684D Ethernet Fiber and VDSL Switch	EA	1	\$ 400.00	\$ 2,000.00	\$ 2,400.00	\$ 480.00		Placentia
62		Furnish & install Fiber Termination Unit	EA	1	\$ 400.00	\$ 1,200.00	\$ 1,600.00	\$ 320.00		Placentia
63		Furnish & install CCTV System	EA	1	\$ 1,000.00	\$ 7,000.00	\$ 8,000.00	\$ 1,600.00		Placentia
64	From Rose/Yorba Linda to Orangethorpe/Del Cerro	Furnish & install 72 SMFO Trunk Cable in existing conduit (Rose/Yorba Linda to Orangethorpe/Del Cerro)	LF	8400	\$ 3.00	\$ 2.00	\$ 42,000.00	\$ 8,400.00		Placentia
65		Furnish & install 12 SMFO Drop Cable in existing conduit at each intersection	LF	800	\$ 6.00	\$ 10.00	\$ 12,800.00	\$ 2,560.00		Placentia
66		Furnish & install 2" Sch. 80 PVC conduit between Rose/Del Cerro and Orangethorpe/Del Cerro	LF	700	\$ 25.00	\$ 10.00	\$ 24,500.00	\$ 4,900.00		Placentia
67		Furnish & install Fiber Splice Enclosure. Splice proposed 72 SFMO fiber to existing 72 SMFO Fiber at Orangethorpe/Del Cerro	LS	1	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 900.00		Placentia
68		Add intersections to Centrac with graphics	LS	6	\$ 1,500.00		\$ 9,000.00	\$ 1,800.00		Placentia

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69	Auto Exchange	Furnish and install controller	EA	1	\$ 150.00	\$ 3,500.00	\$ 3,650.00	\$ 730.00	Anaheim
70		Furnish and install Ethernet switch	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	Anaheim
71		Furnish and install armored 120 SMFO cable	LF	1000	\$ 7.00	\$ -	\$ 7,000.00	\$ 1,400.00	Anaheim
72		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
73		Furnish and install loops, video detection	EA	LS	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,200.00	Anaheim
74	Mira Loma	Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
75		Furnish and install controller	EA	1	\$ 150.00	\$ 3,500.00	\$ 3,650.00	\$ 730.00	Anaheim
76		Furnish and install Ethernet switch	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	Anaheim
77		Furnish and install armored 120 SMFO cable	LF	3200	\$ 7.00	\$ -	\$ 22,400.00	\$ 4,480.00	Anaheim
78		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
79	La Palma	Furnish and install CCTV	EA	1	\$ 400.00	\$ 12,000.00	\$ 12,400.00	\$ 2,480.00	Anaheim
80		Furnish and install loops, video detection	EA	LS	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,200.00	Anaheim
81		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 10,000.00	\$ 10,500.00	\$ 2,100.00	Anaheim
82		Furnish & install accessible ped pushbutton	EA	8	\$ 150.00	\$ 1,000.00	\$ 9,200.00	\$ 1,840.00	Anaheim
83		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
84	La Palma	Furnish and install cabinet	EA	1	\$ 550.00	\$ 20,000.00	\$ 20,550.00	\$ 4,110.00	Anaheim
85		Furnish and install controller	EA	1	\$ 150.00	\$ 3,500.00	\$ 3,650.00	\$ 730.00	Anaheim
86		Furnish and install Ethernet switch	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	Anaheim
87		Furnish and install armored 120 SMFO cable	LF	610	\$ 7.00	\$ -	\$ 4,270.00	\$ 854.00	Anaheim
88		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
89	Pacificcenter	Furnish and install CCTV	EA	1	\$ 400.00	\$ 12,000.00	\$ 12,400.00	\$ 2,480.00	Anaheim
90		Furnish and install loops, video detection	EA	LS	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,200.00	Anaheim
91		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 10,000.00	\$ 10,500.00	\$ 2,100.00	Anaheim
92		Furnish & install accessible ped pushbutton	EA	8	\$ 150.00	\$ 1,000.00	\$ 9,200.00	\$ 1,840.00	Anaheim
93		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
94	Caltrans Ramps SR-91	Furnish and install controller	EA	1	\$ 150.00	\$ 3,500.00	\$ 3,650.00	\$ 730.00	Anaheim
95		Furnish and install Ethernet switch	EA	1	\$ 2,500.00	\$ 3,000.00	\$ 5,500.00	\$ 1,100.00	Anaheim
96		Furnish and install armored 120 SMFO cable	LF	800	\$ 7.00	\$ -	\$ 5,600.00	\$ 1,120.00	Anaheim
97		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	LS	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
98		Furnish and install CCTV	EA	1	\$ 400.00	\$ 12,000.00	\$ 12,400.00	\$ 2,480.00	Anaheim
99	Riverdale	Furnish and install loops, video detection	EA	LS	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,200.00	Anaheim
100		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 10,000.00	\$ 10,500.00	\$ 2,100.00	Anaheim
101		Furnish & install accessible ped pushbutton	EA	8	\$ 150.00	\$ 1,000.00	\$ 9,200.00	\$ 1,840.00	Anaheim
102		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
103		Caltrans Encroachment Permit (Synchronize with SR-91 Ramp E)	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Anaheim
104	Riverdale	Caltrans Encroachment Permit (Synchronize with SR-91 Ramp W)	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Anaheim
105		Furnish and install controller	EA	1	\$ 150.00	\$ 3,500.00	\$ 3,650.00	\$ 730.00	Anaheim
106		Furnish and install Ethernet switch	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,200.00	Anaheim
107		Furnish and install fiber tray, terminate SMFO cable to cabinet	EA	1	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 720.00	Anaheim
108		Furnish and install CCTV	EA	1	\$ 400.00	\$ 12,000.00	\$ 12,400.00	\$ 2,480.00	Anaheim
109	Santa Ana Cyn Road	Furnish and install loops, video detection	EA	LS	\$ 1,000.00	\$ 20,000.00	\$ 21,000.00	\$ 4,200.00	Anaheim
110		Furnish and install performance measure equipment	EA	1	\$ 500.00	\$ 10,000.00	\$ 10,500.00	\$ 2,100.00	Anaheim
111		Furnish & install accessible ped pushbutton	EA	8	\$ 150.00	\$ 1,000.00	\$ 9,200.00	\$ 1,840.00	Anaheim
112		Furnish & install countdown ped head system	EA	8	\$ 135.00	\$ 150.00	\$ 2,280.00	\$ 456.00	Anaheim
113		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00	Orange City
114	Caltrans Ramps SR-55	Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00	Orange City
115		Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00	Orange City
116		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00	Orange City
117		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00	Orange City
118		SPM O & M per year	EA	3	\$ 800.00	\$ -	\$ 2,400.00	\$ 480.00	Orange City
119	Lincoln Avenue	Furnish & install AI Applied Cell Site	EA	1	\$ 1,100.00	\$ 5,000.00	\$ 6,100.00	\$ 1,220.00	Orange City
120		S/B SR-55 Off Ramp	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City
121		Nohl Ranch Road at Santiago Boulevard	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City
122		N/B SR-55 Ramp at Santiago Boulevard	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	Orange City
123		Furnish and install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00	Orange City
124		SPM O & M per year for 3 years	EA	3	\$ 800.00	\$ -	\$ 2,400.00	\$ 480.00	Orange City

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125		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
126	SR-55 FRWY S/B On Ramp	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
127		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
128		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
129		SPM O & M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
130		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
131	Heim Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
132		Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00		Orange City
133		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
134		SPM O & M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
135		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
136	Village Town Center	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
137		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
138		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
139		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
140		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
141	East Village Way	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
142		Furnish & install P44 Cabinet on New Foundation	EA	1	\$ 6,000.00	\$ 19,400.00	\$ 25,400.00	\$ 5,080.00		Orange City
143		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
144		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
145		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
146	Meats Avenue	Furnish & install Myers UPS/BBS W/4 Batteries	EA	1	\$ 1,100.00	\$ 6,000.00	\$ 7,100.00	\$ 1,420.00		Orange City
147		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,400.00	\$ 3,950.00	\$ 790.00		Orange City
148		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
149		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
150		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
151	Briardale Avenue	Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
152		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
153		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
154		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
155		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
156	Taft Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
157		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City
158		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
159		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
160		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
161	Van Owen Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
162		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
163		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
164		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
165		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
166	Katella Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
167		Furnish & install Iteris SPM	EA	1	\$ 199.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
168		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
169		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
170	Quincy Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
171		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
172		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
173		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
174		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City
175	Collins Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
176		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
177		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
178		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
179		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City

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180	Mayfair Avenue	Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
181		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
182		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
183	Walnut Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
184		Furnish & install P44 Cabinet on existing foundation	EA	1	\$ 3,200.00	\$ 19,400.00	\$ 22,600.00	\$ 4,520.00		Orange City
185		Furnish & install GTT EVP System	EA	1	\$ 135.00	\$ 145.00	\$ 280.00	\$ 56.00		Orange City
186		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
187		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
188	Palm Avenue	Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
189		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
190		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
191	Chapman Avenue	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
192		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
193		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
194	Palmyra Avenue	Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
195		Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
196		Furnish & install Cohu Rise CCTV	EA	1	\$ 1,100.00	\$ 3,500.00	\$ 4,600.00	\$ 920.00		Orange City
197		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
198		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
199	LaVeta Avenue	Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
200		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
201		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
202	Caltrans Ramps SR-22	W/B On Ramp	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Orange City
203		E/B Off Ramp/Seba	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Orange City
204	Fairhaven Drive	Furnish & install Cobalt ATC controller unit (No touchscreen)	EA	1	\$ 550.00	\$ 3,500.00	\$ 4,050.00	\$ 810.00		Orange City
205		Furnish & install GTT EVP System	EA	1	\$ 1,100.00	\$ 7,000.00	\$ 8,100.00	\$ 1,620.00		Orange City
206		Furnish & install Iteris SPM	EA	1	\$ 100.00	\$ 900.00	\$ 1,000.00	\$ 200.00		Orange City
207		SPM O&M per year	EA	3	\$ 800.00		\$ 2,400.00	\$ 480.00		Orange City
208		Furnish & install Gridsmart Video Detection	EA	1	\$ 1,100.00	\$ 20,000.00	\$ 21,100.00	\$ 4,220.00		Orange City
209	Santa Clara Avenue	Econolite 2070-1C CPU w/ latest Econolite software	EA	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00		Santa Ana
210		CCTV Camera System (Axis Q6055-E)	EA	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
211		Install 144-SMFO from Santa Clara to 17th (in existing conduit)	LF	4000	\$ 1.00	\$ 4.00	\$ 20,000.00	\$ 4,000.00	\$ 600.00	Santa Ana
212		Etherwan Fiber Optic Ethernet Switch (EX78921-0VB)	EA	1	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00	\$ 800.00		Santa Ana
213		Fiber Splicing (including Fiber Distribution Unit)	LS	1	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ 1,000.00		Santa Ana
214		Econolite Autoscope Vision or Iteris Vantage Edge2 Video Detection System	LS	1	\$ 30,000.00	\$ 5,000.00	\$ 35,000.00	\$ 7,000.00		Santa Ana
215	17th Street	Fiber Splicing (including Fiber Distribution Unit)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	Santa Ana
216	Tustin Center	Econolite 2070-1C CPU w/ latest Econolite software	LS	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	Santa Ana
217	Wellington Avenue	Econolite 2070-1C CPU w/ latest Econolite software	LS	1	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	Santa Ana
218	Fruit Street	Replace existing cabinet w/ Type 332L cabinet, Type II Dual Service, Foundation, Conduits and Pull Boxes	LS	1	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	\$ 8,000.00	\$ 600.00	Santa Ana
219		Econolite ATC 2070C controller w/ latest Econolite software	LS	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
220		Southern California Edison New Service Fee	LS	1	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 1,400.00		Santa Ana
221		Southern California Edison Conduit and Pull Box	LS	1	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 3,000.00		Santa Ana
222	Caltrans Ramps SR-55	4th Street On-Off ramp N/B SR-55	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Tustin
223		4th Street On-Off ramp S/B SR-55	LS	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00		Santa Ana
224	4th Street	Replace existing cabinet w/ Type 332L cabinet, Type II Dual Service, Foundation, Conduits and Pull Boxes	LS	1	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	\$ 8,000.00	\$ 600.00	Santa Ana
225		Econolite ATC 2070C controller w/ latest Econolite software	LS	1	\$ 2,000.00	\$ 6,000.00	\$ 8,000.00	\$ 1,600.00		Santa Ana
226		Southern California Edison New Service Fee	LS	1	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 1,400.00		Santa Ana
227		Southern California Edison Conduit and Pull Box	LS	1	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 3,000.00		Santa Ana
228		Caltrans Encroachment Permit (Synchronize with SR-55 Ramps)	LS	1	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 4,000.00		Santa Ana
229	Tustin Ave/First St	Cobalt ATC TS2 Type 2 Controller & Appurtenances	EA	1	\$ 500.00	\$ 5,000.00	\$ 5,500.00	\$ 1,100.00		Tustin
230		Polara Navigator iN2 APS W/ 5x7 R10-3B Braille Signs	EA	6	\$ 170.00	\$ 450.00	\$ 3,720.00	\$ 744.00		Tustin
231		Polara Navigator iN2 APS Controller Assembly	EA	1	\$ 800.00	\$ 2,500.00	\$ 3,300.00	\$ 660.00		Tustin
232		Radar Detection	LS	1	\$ 5,000.00	\$ 20,000.00	\$ 25,000.00	\$ 5,000.00		Tustin

**TUSTIN AVENUE/ROSE DRIVE
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233	Yorba St/Irvine Blvd	Cobalt ATC TS2 Type 2 Controller & Appurtenances	EA	1	\$ 500.00	\$ 5,000.00	\$ 5,500.00	\$ 1,100.00		Tustin
234		Polara Navigator iN2 APS W/ 5x7 R10-3B Braille Signs	EA	8	\$ 170.00	\$ 450.00	\$ 4,960.00	\$ 992.00		Tustin
235		Polara Navigator iN2 APS Controller Assembly	EA	1	\$ 800.00	\$ 2,500.00	\$ 3,300.00	\$ 660.00		Tustin
236		Radar Detection	LS	1	\$ 5,000.00	\$ 20,000.00	\$ 25,000.00	\$ 5,000.00		Tustin
Subtotal:							\$ 1,900,520.00	\$ 380,104.00	\$ 17,890.00	
Contingency (10%):							\$ 190,052.00	\$ 38,010.40	\$ -	
Construction Management (15%):							\$ 285,078.00	\$ 57,015.60	\$ -	
In-Kind Match							\$ -	\$ (17,890.00)		
SYSTEM IMPROVEMENT TOTAL:							\$ 2,375,650.00	\$ 457,240.00	\$ 17,890.00	

**TUSTIN AVENUE/ROSE DRIVE
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SECTION 6: PROJECT SCHEDULE BY TASK

Project start date: August 1, 2020

Project end date: July 31, 2023

Primary Implementation

Task	Starting Date	Ending Date
Task 1: Project Administration	August 1, 2020	June 30, 2023
Task 2: Data Collection	August 1, 2020	September 30, 2020
Task 3: Field Review and Plans Specifications, and Estimates	August 1, 2020	October 31, 2020
Task 4: Corridor "Before" Study	November 1, 2020	November 7, 2020
Task 5: Signal Timing Optimization and Implementation	August 1, 2020	May 1, 2021
Task 6: Corridor "After" Study	May 5, 2021	May 12, 2021
Task 7: Synchronization System Construction	December 1, 2020	May 31, 2021
Task 8: Primary Implementation Project Report	June 15, 2021	June 15, 2021
Task 9: Ongoing Operations & Maintenance	August 1, 2021	June 30, 2023

Ongoing Monitoring and Maintenance

Task	Starting Date	Ending Date
a. Monitoring and improving optimized signal timing	August 1, 2021	June 30, 2023
b. Communications and detection support	August 1, 2021	June 30, 2023
c. OMM Memo	August 1, 2021	June 30, 2023

SECTION 7: DETAILED LOCAL MATCH COMMITMENT

Input Only
Auto-Fill

PART 1: AGENCY TOTAL MATCH SUMMARY

Agency	CASH		IN-KIND		TOTAL MATCH	
	PI	OMM	PI	OMM	PI	OMM
City of Anaheim	118,412.50	0.00	0.00	3,360.00	118,412.50	3,360.00
	118,412.50		3,360.00		121,772.50	
City of Orange	224,520.00	12,000.00	0.00	0.00	224,520.00	12,000.00
	236,520.00		0.00		236,520.00	
City of Placentia	82,917.50	3,360.00	0.00	0.00	82,917.50	3,360.00
	86,277.50		0.00		86,277.50	
City of Santa Ana	73,545.00	2,360.00	12,400.00	1,000.00	85,945.00	3,360.00
	75,905.00		13,400.00		89,305.00	
City of Tustin	30,225.00	1,440.00	0.00	0.00	30,225.00	1,440.00
	31,665.00		0.00		31,665.00	
City of Yorba Linda	105,220.00	2,400.00	17,430.00	0.00	122,650.00	2,400.00
	107,620.00		17,430.00		125,050.00	
TOTAL MATCH	634,840.00	21,560.00	29,830.00	4,360.00	664,670.00	25,920.00
	656,400.00		34,190.00		690,590.00	

PART 2: MATCH BREAKDOWN (CASH vs IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
City of Anaheim	Local Funds	\$118,412.50
City of Orange	Local Funds	\$236,520.00
City of Placentia	Road Funds	\$86,277.50
City of Tustin	Local Funds	\$31,665.00
City of Santa Ana	Local Funds	\$75,905.00
City of Yorba Linda	Local Funds	\$107,620.00
TOTAL CASH MATCH:		\$656,400.00

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Description	Expenditure
Total Specific Improvements (i):		\$0.00

ii. Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Santa Ana	Senior Civil Engineer	Project Administration, Quality Assurance & Signal Timing	50.0	\$86.93	\$4,346.50
	Assistant Engineer	Design PS&E	58.0	\$76.41	\$4,431.78
	Construction Inspector	Construction Inspection	60.0	\$58.21	\$3,492.60
	Engineering Intern	Design PS&E	61.70	\$18.30	\$1,129.12
Total for City of Santa Ana:					\$13,400.00
	Project Manager	PS&E, Traffic Signal Timing, Timing Implementation and System Integration Review, QA	18	\$165.00	\$2,970.00

**TUSTIN AVENUE/ROSE DRIVE
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City of Yorba Linda	Senior Engineer	PS&E, Traffic Signal Timing, Timing Implimentation and Ststem integration Review, QA	22	\$150.00	\$3,300.00
	Traffic Signal System Supervisor	PS&E, Traffic Signal Timing, Timing Implimentation and Ststem integration Review, QA	33	\$135.00	\$4,455.00
	Traffic Signal System Specialist	Construction Observation	54	\$125.00	\$6,705.00
<i>Total for City of Yorba Linda:</i>					\$17,430.00
City of Anaheim	Engineering Intern	Drive Corridor and reports	168	\$20.00	\$3,360.00
<i>Total for City of Anaheim:</i>					\$3,360.00
Total Staffing Commitment (ii):					\$34,190.00
TOTAL IN-KIND MATCH* (i + ii):					\$34,190.00

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

**TUSTIN AVENUE/ROSE DRIVE
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SECTION 8: ENVIRONMENTAL CLEARANCE AND OTHER PERMITS

Environmental clearance and other permits (if needed) will be obtained for this project.

SECTION 9: SELECTION CRITERIA CALCULATIONS

Vehicle Miles Traveled (VMT):

	Segment	ADTs	Distance	VMT
1	1st to 4th Street	18,033	0.17	3,066
2	4th Street to Fruit Street	25,521	0.32	8,167
3	Fruit Street to Wellington Avenue	24,518	0.17	4,168
4	Wellington Avenue to Centre on Seventeenth	24,518	0.21	5,149
5	Centre on Seventeenth to 17th Street	24,518	0.12	2,942
6	17th Street to Santa Clara Avenue	35,618	0.52	18,521
7	Santa Clara Avenue to Fairhaven Avenue	33,810	0.42	14,200
8	Fairhaven Avenue to SR-22 E/B Ramps at Seba	35,700	0.18	6,426
9	SR-22 E/B Ramps at Seba to SR-22 W/B Ramps	35,700	0.13	4,641
10	SR-22 W/B Ramps to La Veta/Rock Creek	35,700	0.13	4,641
11	La Veta Rock Creek to Palmyra Avenue	32,100	0.32	10,272
12	Palmyra Avenue to Chapman Avenue	32,100	0.25	8,025
13	Chapman Avenue to Palm Avenue	38,800	0.25	9,700
14	Palm Avenue to Walnut Avenue	38,800	0.25	9,700
15	Walnut Avenue to Mayfair Avenue	33,900	0.28	9,492
16	Mayfair Avenue to Collins Avenue	33,900	0.22	7,458
17	Collins Avenue to Katella Avenue	33,800	0.48	16,224
18	Katella Avenue to Van Owen Avenue/Toyota Way	41,000	0.13	5,330
19	Van Owen Avenue/Toyota Way to Taft Avenue	41,000	0.33	13,530
20	Taft Avenue to Taft Avenue/Briardale	41,000	0.11	4,510
21	Taft Avenue/Briardale to Meats Avenue	43,300	0.38	16,454
22	Meats Avenue to Lincoln Avenue/Nohl Ranch Road	31,400	0.83	26,062
23	Lincoln Avenue/Nohl Ranch Road to Santa Ana Canyon Road	27,400	0.58	15,892
24	Santa Ana Canyon Road to Riverdale Avenue	27,400	0.32	8,768
25	Riverdale Avenue to SR-91 E/B Ramps	17,630	0.28	4,936
26	SR-91 E/B Ramps to SR-91 W/B Ramps	63,258	0.12	7,591
27	SR-91 W/B Ramps to Pacificcenter Drive	62,501	0.15	9,375

**TUSTIN AVENUE/ROSE DRIVE
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29	Pacificcenter Drive to La Palma Avenue	61,791	0.12	7,415
30	La Palma Avenue to Mira Loma Avenue	25,484	0.59	15,036
31	Miraloma Avenue to Auto Exchange	23,000	0.19	4,370
32	Auto Exchange to Del Cerro	26,399	0.29	7,656
33	Del Cerro to Castner Drive	29,291	0.19	5,565
34	Castner Drive to Alta Vista Street	29,291	0.25	7,323
35	Alta Vista Street to Buena Vista Avenue	27,290	0.28	7,641
36	Buena Vista Avenue to Palm Drive	27,290	0.18	4,912
37	Palm Drive to Linda Vista Street/Valpariso Way	22,484	0.18	4,047
38	Linda Vista Street/Valpariso Way to Yorba Linda Boulevard	22,484	0.27	6,071
39	Yorba Linda Boulevard to School Ped Xing	18,200	0.35	6,370
40	School Ped Xing to Equestrian Signal/Ped Signal	18,200	0.27	4,914
41	Equestrian Signal/Ped Signal to Bastanchury Road	18,200	0.14	2,548
42	Bastanchury Road to Imperial Highway	16,700	0.35	5,845
43	Imperial Highway to Wabash Avenue	22,800	0.16	3,648

Total Project VMT:		11.46	348,601
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Source: 2016 - 2019 All Agency ADT Counts

SECTION 10: DETAILED BREAKDOWN OF COSTS BY AGENCIES

City of Tustin

Number of Signals: 2

3

Project Tasks (Tustin)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 6,000.00	\$ 1,200.00	\$ -
Task 2: Data Collection	\$ 2,550.00	\$ 510.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 22,050.00	\$ 4,410.00	\$ -
Task 4: Corridor "Before" Study	\$ 1,800.00	\$ 360.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 15,450.00	\$ 3,090.00	\$ -
Task 6: Corridor "After" Study	\$ 1,800.00	\$ 360.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 98,475.00	\$ 19,695.00	\$ -
Task 8: Primary Implementation Project Report	\$ 3,000.00	\$ 600.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 7,200.00	\$ 1,440.00	\$ -
Total Project Cost:	\$ 158,325.00	\$ 31,665.00	\$ -

City of Santa Ana

Number of Signals: 6

7

Project Tasks (Santa Ana)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 1,800.00	\$ 1,000.00
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 6,290.00	\$ 4,000.00
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 3,210.00	\$ 4,000.00
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 306,875.00	\$ 57,975.00	\$ 3,400.00
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 16,800.00	\$ 2,360.00	\$ 1,000.00
Total Project Cost:	\$ 446,525.00	\$ 75,905.00	\$ 13,400.00

City of Anaheim

Number of Signals: 5

7

Project Tasks (Anaheim)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 2,800.00	\$ -
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 10,290.00	\$ -
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 7,210.00	\$ -
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 469,212.50	\$ 93,842.50	\$ -
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 16,800.00	\$ -	\$ 3,360.00
Total Project Cost:	\$ 608,862.50	\$ 118,412.50	\$ 3,360.00

City of Orange

Project Tasks (Orange)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 50,000.00	\$ 10,000.00	\$ -
Task 2: Data Collection	\$ 21,250.00	\$ 4,250.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 183,750.00	\$ 36,750.00	\$ -
Task 4: Corridor "Before" Study	\$ 15,000.00	\$ 3,000.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 128,750.00	\$ 25,750.00	\$ -
Task 6: Corridor "After" Study	\$ 15,000.00	\$ 3,000.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 683,850.00	\$ 136,770.00	\$ -
Task 8: Primary Implementation Project Report	\$ 25,000.00	\$ 5,000.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 60,000.00	\$ 12,000.00	\$ -
Total Project Cost:	\$ 1,182,600.00	\$ 236,520.00	\$ -

City of Placentia

Number of Signals: 7

7

Project Tasks (Placentia)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 14,000.00	\$ 2,800.00	\$ -
Task 2: Data Collection	\$ 5,950.00	\$ 1,190.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 51,450.00	\$ 10,290.00	\$ -
Task 4: Corridor "Before" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 36,050.00	\$ 7,210.00	\$ -
Task 6: Corridor "After" Study	\$ 4,200.00	\$ 840.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 291,737.50	\$ 58,347.50	\$ -
Task 8: Primary Implementation Project Report	\$ 7,000.00	\$ 1,400.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 16,800.00	\$ 3,360.00	\$ -
Total Project Cost:	\$ 431,387.50	\$ 86,277.50	\$ -

City of Yorba Linda

Number of Signals: 4

5

Project Tasks (Yorba Linda)	Total Cost	Match	
		Cash	In-Kind
Task 1: Project Administration	\$ 10,000.00	\$ 2,000.00	\$ -
Task 2: Data Collection	\$ 4,250.00	\$ 850.00	\$ -
Task 3: Field Review and Plans Specifications, and Estimates	\$ 36,750.00	\$ 4,410.00	\$ 2,940.00
Task 4: Corridor "Before" Study	\$ 3,000.00	\$ 600.00	\$ -
Task 5: Signal Timing Optimization and Implementation	\$ 25,750.00	\$ 5,150.00	\$ -
Task 6: Corridor "After" Study	\$ 3,000.00	\$ 600.00	\$ -
Task 7: Synchronization System Construction (See Table II)	\$ 525,500.00	\$ 90,610.00	\$ 14,490.00
Task 8: Primary Implementation Project Report	\$ 5,000.00	\$ 1,000.00	\$ -
Task 9: Ongoing Operations & Maintenance (See Task 9 Details)	\$ 12,000.00	\$ 2,400.00	\$ -
Total Project Cost:	\$ 625,250.00	\$ 107,620.00	\$ 17,430.00

Note: Rose Drive at Imperial Highway is in PI on another project.

Note: Cities with Caltrans intersections are included within their totals

Project Summary

X All guidelines were met for this project.

**TUSTIN AVENUE/ROSE DRIVE
RTSSP GRANT APPLICATION OCTOBER 2019**

LIST OF CONTACTS

Agency	Phone	Email	Street Address
City of Orange Larry Tay Traffic Engineer	714-744-5534	ltay@cityoforange.org	City of Orange 300 E. Chapman Avenue Orange, CA 92866
City of Anaheim John Thai Principal Traffic Engineer	714-765-5202	jthai@anaheim.net	City of Anaheim Traffic Management Center 200 South Anaheim Boulevard Anaheim, CA 92805
City of Placentia Luis Estevez Director of Public Works	714-993-8120	lestevez@placentia.org	City of Placentia 401 E. Chapman Avenue Placentia, CA 92870
City of Santa Ana Cesar Rodriguez Senior Civil Engineer	714-647-5626	crodriguez5@santa-ana.org	City of Santa Ana 20 Civic Center Plaza Traffic Engineering Section/M-43 Santa Ana, CA 92702
City of Tustin Krys Saldivar Public Works Manager- Traffic/Transportation	714-573-3172	ksaldivar@tustinca.org	City of Tustin 300 Centennial Way Tustin, CA 92780
City of Yorba Linda Tony Wang Traffic Engineering Manager	714-961-7184	twang@yorba-linda.org	City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92885-8714
Caltrans District 12 Shivinderjit Singh Branch Chief Electrical	949-936-3464	shivinderjit.singh@dot.ca.gov	Caltrans District 12 - TMC 6681 Marine Way Irvine, CA 92618



Agenda Item

City Council

Item #: 3.5.

9/14/2021

File #: 21-0442

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Dave Curtis, Library Services Director

1. SUBJECT

Agreement with Lyons Security Services, Inc. for Orange Public Library security services.

2. SUMMARY

A four-year agreement to provide security services for the Orange Public Library & History Center in an amount not to exceed \$42,000 annually, for Fiscal Years 2022-2025.

3. RECOMMENDED ACTION

Approve the four-year agreement with Lyons Security Services, Inc. in an amount not to exceed \$42,000 annually for Orange Public Library & History Center security services; and authorize the Mayor and the City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement is \$42,000 annually and will be funded through General Fund (100).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

In August 2016, the Library Services Department implemented a security service program for the Orange Public Library & History Center. The program has proven to reduce incidents of loitering in the Library and its exterior. The presence of the uniformed security guards has acted as a deterrent to patron misbehavior and tamped down displays of frustration from upset customers. Patrons have commented on the improved environment, and staff have said they felt safer and less stressed. In addition, the use of private security services has proved to be an effective and cost-efficient solution to supplement the efforts of the Library Services Department staff and Orange Police Department in maintaining the Library environment.

The contract term is November 1, 2021 through October 31, 2022, with three options for one year extensions. The City Manager is authorized to approve the extensions based upon available funds and satisfactory service. This agreement includes an amount not to exceed \$42,000 per year, for four years. Funding for the initial year is included in the Fiscal Year 2021-2022 budget. Funding for the

remaining three years is dependent on City Council's annual budget approval through the Fiscal Year 2024-2025. If funds are not budgeted, the agreement can be terminated or reduced to meet that year's allocation. The contract amount will generally allow for six hour shifts, six days a week.

The Community Services Department previously advertised a security services proposal for their facilities and parks in March 2020. As a result, the City Council awarded a four-year agreement to Lyons Security Services, Inc. on May 12, 2020. Lyons Security Services, Inc. is familiar and experienced with the City's policies and procedures for the last three years. In addition, Public Works utilized the same scope of work and rate structure from this proposal for the Parking Structure Security Patrol Services.

With the addition of the contract for the Orange Public Library, Lyons Security Services, Inc. will provide security services at the following City locations at a total annual cost of \$192,000:

Parks (all 21 park facilities to a pre-determined schedule by the City based on needs) - after hours security - Annual cost of \$110,000

Parking Structure - after hours security - Annual cost of \$40,000

Orange Public Library & History Center - operating hours security - Annual cost of \$42,000

7. ATTACHMENTS

- Professional Services Agreement



Agenda Item

City Council

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7. ATTACHMENTS

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
[Library Security Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and LYONS SECURITY SERVICE, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Dave Curtis, Library Services Director (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FORTY-TWO THOUSAND DOLLARS and 00/100 (\$42,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

2.1 Term and Extension(s)

a. The Initial Term of this Agreement is one (1) year (herein referred to as the “Initial Term”), commencing November 1, 2021, and expiring on October 31, 2022 (the

“Expiration Date”); provided, however, that the City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- Extension (the “First Extension Term”) commencing on November 1, 2022, and terminating on October 31, 2023, in an annual amount not to exceed FORTY-TWO THOUSAND DOLLARS and 00/100 (\$42,000.00);
- Extension (the “Second Extension Term”) commencing on November 1, 2023, and terminating on October 31, 2024, in an annual amount not to exceed FORTY-TWO THOUSAND DOLLARS and 00/100 (\$42,000.00); and
- Extension (the “Third Extension Term”) commencing on November 1, 2024, and terminating on October 31, 2025, in an annual amount not to exceed FORTY-TWO THOUSAND DOLLARS and 00/100 (\$42,000.00).

b. The City Manager is hereby authorized on behalf of the City to give written notice to the Contractor of the City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date or the then expiring Extension; provided, however, that the City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that the City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then current Extension, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the Initial Term or the then current Extension. Notwithstanding anything in this provision to the contrary, in the event the City gives the Contractor written notice exercising an Extension and the City receives notice that appropriation of funds for the Extension in question are not available after the Contractor has performed services under the Extension, the City agrees that the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to the Contractor for each respective Extension.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth herein or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or its subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of (1) One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled. If the City is the prevailing party and uses in-house counsel in the litigation, it shall be entitled to recover attorneys' fees at the hourly rate that Contractor is being charged by its attorney or at the in-house counsel's fully burdened rate, whichever is higher.

23. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

24. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

25. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Lyons Security Service, Inc.
P.O. Box 18955
Anaheim, CA 92817
Attn.: Kathleen Guidice

Telephone: 714-401-4850
E-Mail: kathleen@lyonssecurityinc.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Dave Curtis

Telephone: 714-288-2474
E-Mail: dcurtis@cityoforange.org

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

LYONS SECURITY SERVICES, INC.,
a California corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

Scope of Services for Private Security Patrol of Orange Public Library & History Center

- Contractor will assign Patrol Guards per the approved schedule. Shifts can vary based on need. There will be at least one patrol shift per open day of operation at the Library.
- Library reserves the right to adjust service times.
- Patrol Guards on duty will be on foot patrol at all times and clearly visible to patrons at all times.
- Assigned Patrol Guards will check in with the Librarian In Charge at the beginning and end of each shift.
- Main post is near parking lot entrance.
- At least once per half hour, patrol inside the building, including the restrooms and all other entrances. Note any activity or problems found. Times and routes should continuously vary.
- At least once per half hour, patrol exterior of building including parking lot and landscaped areas, ensuring that all doors are closed tightly.
- Ask people to come back inside if the detection device sounds as they go through it, so the books can be properly checked out at the customer services desk.
- Searching of customers is not allowed, even if directed to do so by Library staff. This includes searching people's personal property (backpacks, purses, etc.).
- Batons, handcuffs, firearms, tasers and pepper spray/mace are not allowed at any time.
- No smoking, eating, drinking, or use of cell phones/tablets (except work related) are allowed while in the presence of the public.
- No personal visitors are allowed.
- Breaks are to be taken in an inconspicuous location to the public, but in an area where the officer can still see the main entrance.
- A professional, uniformed appearance and courteous manner are to be maintained at all times.
- Changes in post orders are only to be taken from the officer's supervisor, except with regard to where the guard is to be stationed and areas where more focused patrols are needed. These can be assigned and/or modified by the staff in charge.
- Any unsafe conditions or issues requiring immediate attention are to be reported to the Librarian In Charge. A follow up written report shall be completed.
- Contact the Librarian In Charge if assistance is needed. If a situation is out of hand (i.e. fights that cannot be controlled), have staff call PD.
- Officers will know where the closest of the following are to their location:
 - Paging System
 - Silent Alarm
 - Exit
 - Fire Pull Alarm
 - Fire Extinguisher



Agenda Item

City Council

Item #: 3.6.

9/14/2021

File #: 21-0461

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Dan Adams, Chief of Police

1. SUBJECT

Agreement with the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program for Federal Fiscal Year 2021-2022.

2. SUMMARY

Funding from the Office of Traffic Safety is being provided for the Selective Traffic Enforcement Program grant in the amount of \$291,000. The funds will be used for overtime costs associated with DUI checkpoints, saturation patrols, motorcycle safety enforcement, distracted driving, know your limit, bike and pedestrian safety, and special enforcement operations with an emphasis on reducing traffic collisions.

3. RECOMMENDED ACTION

1. Approve grant agreement no. PT22049 with the State of California Office of Traffic Safety in the amount of \$291,000 for the Selective Traffic Enforcement Program grant and authorize the City Manager to execute the agreement on behalf of the City.
2. Accept into the City's revenue budget a \$291,000 grant from the California Office of Traffic Safety into revenue account number 100.4041.45290.30184, General Fund - OTS STEP Grant FY22.
3. Authorize the appropriation of \$291,000 into the following Traffic Program expenditure accounts:

100.4041.50221.30184	Overtime - Safety OTS Grant 21-22	\$240,224
100.4041.50222.30184	Overtime - Miscellaneous OTS Grant 21-22	21,054
100.4041.51840.30184	Local Training OTS Grant 21-22	1,509
100.4041.55131.30184	Equipment OTS Grant 21-22	28,213
	Total	<u>\$291,000</u>

4. FISCAL IMPACT

The total appropriations for this grant are funded by the additional revenue received from the State of California Office of Traffic Safety.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

The City of Orange has been selected to receive a \$291,000 grant from the Office of Traffic Safety (OTS) to implement a Selective Traffic Enforcement Program (STEP) for Federal Fiscal Year 2021-2022. The funds will be used for overtime costs associated with DUI checkpoints and saturation patrols to apprehend impaired drivers and supplement special enforcement operations with an emphasis on reducing traffic collisions. Law enforcement personnel will conduct specialized traffic safety educational presentations with an effort to reach and inform community members on topics such as distracted driving, DUI, speed, pedestrian and bicycle safety, seatbelts, and child passenger safety. In addition, special patrols will be used to enforce California's distracted driving laws, speed, aggressive driving, seat belt enforcement, and special enforcement operations encouraging motorcycle safety.

The grant will also provide funding to purchase on-scene DUI checkpoint supplies needed to conduct sobriety checkpoints, light detection and ranging (Lidar) devices used to measure the speed of motor vehicles for speed enforcement, and mobile printers to be used with department issued citation writers for electronic traffic citation issuance.

7. ATTACHMENTS

- OTS STEP Grant Agreement No. PT22049



Agenda Item

City Council

Item #: 3.6.

9/14/2021

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7. ATTACHMENTS

- OTS STEP Grant Agreement No. PT22049

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Orange	3. Grant Period From: 10/01/2021 To: 09/30/2022
4. AGENCY UNIT TO ADMINISTER GRANT Orange Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$291,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Trevor Cullen TITLE: Sergeant EMAIL: tcullen@orangepd.org PHONE: (714) 744-7323 ADDRESS: 1107 N. Batavia St. Orange, CA 92866 <div style="text-align: right; margin-top: 20px;"> _____ (Signature) (Date) </div> C. FISCAL OFFICIAL ADDRESS: Hilda Montoya Administrative Analyst hmontoya@orangepd.org 714-744-7522 1107 N. Batavia Street Orange, CA 92867 <div style="text-align: right; margin-top: 20px;"> _____ (Signature) (Date) </div>	B. AUTHORIZING OFFICIAL ADDRESS: Rick Otto City Manager rotto@cityoforange.org 714-744-2203 300 E. Chapman Avenue Orange, CA 92866 <div style="text-align: right; margin-top: 20px;"> _____ (Signature) (Date) </div> D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <div style="text-align: right; margin-top: 20px;"> _____ (Signature) (Date) </div>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: KF72Q5W8MG44 REGISTERED ADDRESS: 1107 N. Batavia Street, Orange, CA 92867 CITY: Orange ZIP+4: 92867-4615
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22.1	20.608	0521-0890-101	2020	6/20	BA/20	\$196,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$95,000.00
				AGREEMENT TOTAL		\$291,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$291,000.00		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					\$291,000.00	

1. PROBLEM STATEMENT

Our Chief of Police has placed an emphasis on the *Four C's*: Character, Competency, Communication and Commitment. The City of Orange Police Department is committed to making Orange the safest city in the county. The foundation for accomplishing this goal is the *Five Pillars of Success*. They are as follows:

- Exercise **Leadership** within the department and the community
- Exemplify **Professionalism** in every facet of the job
- Use **Technology** to enhance our crime fighting ability
- Arrest **High-Risk** and **Repeat Offenders**
- Work to **Reduce Crime** Public safety and well-being is a valued, fundamental component of quality of life within the community as defined in the City of Orange Public Safety General Plan (Public Safety PS-1). The Orange Police Department is the integral component of the public safety sector that provides for the reduction of criminal activity, crime prevention and educational programs designed to prevent crime, as outlined in Goals 7.0 and 7.1 of the General Plan. In addition to general public safety for its community members, specifically addressed is the provision for safe pedestrian and bicycle environments as described in Goals 9.0 and 9.1 of the plan.

In order to accomplish these goals, the Orange Police Department is committed to reducing traffic related injuries and fatalities through an aggressive educational and enforcement campaign, targeting impaired/unlicensed drivers, repeat DUI offenders and other traffic related violators.

The City of Orange is the sixth largest city in the county and 41st in the state. With a population of approximately 140,000 it serves as an integral component of the county's transportation infrastructure supporting five major freeways, a MetroLink railroad terminal and the 241/261 Eastern Transportation Corridor. The City of Orange Traffic Study of 2016 identified an average vehicle flow of approximately 3,560,640 trips daily, which was a 0.7% increase from 2014. With the current expansion of Chapman University and the increased economic environment, these numbers are expected to increase.

Our priority is to make the City of Orange a safer environment for its community members and the motoring public. We had 6 traffic related fatalities in 2017, 11 in 2018, 3 in 2019, and 10 in 2020. These results would most likely be much larger given the increase in traffic flow had it not been for our aggressive Office of Traffic Safety funded impaired driving enforcement efforts and increased activity by our certified Drug Recognition Expert officers.

Our goal is to continue to reduce the number of victims impacted by impaired drivers and other traffic related offenses. It is obvious that once again our Office of Traffic Safety funded DUI/DUID enforcement efforts are having a positive impact. The primary concern is that of impaired drivers and their impact on society. In 2017, we made 492 DUI arrests. In 2018 our DUI arrests were at 612 arrests, in 2019 we made 485 arrest, and in 2020 we made 455 arrests. This is partly due to our aggressive enforcement, targeting impaired driving, but also due to our self-funded full-time DUI Enforcement Team. Since that time our self-funded full-time DUI Enforcement Team has been reduced to one officer. It is apparent our DUI Enforcement strategies and companies such as Uber and Lyft have made an impact on the decision for people to not drive while impaired. Public awareness and aggressive enforcement strategies continue to be the primary component in order to address this on-going concern and threat to the community.

Injury crashes impact our community at several different levels. With an overall reduction in staffing within the agency, proactive traffic enforcement continues to be a challenge. Additional resources and funding must be obtained in order to maintain enforcement of primary crash related violations in locations of high frequency as identified by our Multiple Crash Location data. This can be accomplished by utilizing personnel from units such as Administration, Crime Prevention, Patrol, and Investigative Services Division.

Unsafe turning movements, right-of-way and speed violations remain our leading primary crash factors resulting in injury. In 2020, unsafe speed accounted for 1 fatality and 116 injuries; right-of-way accounted for 5 fatalities and 151 injuries; and other improper driving accounted for 1 fatality but 72 injuries.

A growing concern for our community is the development and expansion of Chapman University. Attendance has expanded to over 8500 students in the last few years making safe pedestrian and bicycle travel a concern in the area of the campus and The Plaza. They have aggressively expanded their footprint to include many new off-sight satellite campuses located throughout the downtown area. Pedestrian and bicycle violations are growing at a concerning rate while speed and right-of-way violations continue to rise as the student population increases. A six-way crosswalk is located at the intersection of Glassell St. and Palm Ave. This crosswalk is directly adjacent to the campus and was added to improve pedestrian crossing efficiency; however, the crosswalk is a relatively new concept to many pedestrians and motorists. In 2017, Chapman University opened a new theater, Musco Center for the Arts, hosting large-scale events, which adds more vehicular and pedestrian traffic. Chapman University has partnered with the Orange Police Department to assist them with enforcing pedestrian violations, but also traffic control. This requires additional enforcement and education efforts.

The Plaza has continued to evolve and take on a new appearance with the addition of numerous restaurants, bars and coffee houses, replacing the traditional businesses, which in turn increases pedestrian and bicycle traffic crashes in the area. The Orange Police Department will direct concentrated enforcement efforts in this area while partnering with Chapman University to further student and faculty awareness on this growing concern.

In addition to Chapman University, the Honda Center and Angel Stadium are located within a quarter mile from Orange's city limit. These venues create a lot of vehicular and pedestrian traffic. Patrons park in various areas around the adjoining businesses as opposed to parking at the events. As a result, there is heavy pedestrian and vehicular traffic in and around the area on Katella Avenue. This volume of traffic has caused an increase in our traffic crashes. Some of the injuries are not vehicle traffic crashes but are as a result of pedestrian violations and jaywalking. Despite warning and enforcement signs, this is a growing concern and requires additional enforcement.

Public awareness is the key to voluntary compliance of the law. High visibility and public awareness efforts are essential in filling the void created by a reduction of personnel. The officer seen driving down the road does not compare to two or three officers seen on enforcement stops at a high crash intersection or known corridor of frequent DUI arrests. This could not be accomplished without OTS funding and support for additional enforcement activities and public awareness programs.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to

Target Number
1

your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	11
11. Conduct DUI Saturation Patrol operation(s).	13
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	20
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	9
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	7
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	7
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
17. Conduct Know Your Limit campaigns with an effort to reach members of the community.	3
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI 	

convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- The following requirements are for all grant-related activities
- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$196,000.00
402PT-22	20.600	State and Community Highway Safety	\$95,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-22	\$12,564.00	11	\$138,204.00
DUI Saturation Patrols	164AL-22	\$3,500.00	13	\$45,500.00
Know Your Limit	164AL-22	\$2,500.00	3	\$7,500.00
Benefits for 164AL - OT @ 1.56%	164AL-22	\$191,204.00	1	\$2,983.00
Traffic Enforcement	402PT-22	\$1,500.00	20	\$30,000.00
Distracted Driving	402PT-22	\$1,700.00	9	\$15,300.00
Motorcycle Safety	402PT-22	\$1,380.00	7	\$9,660.00
Pedestrian and Bicycle Enforcement	402PT-22	\$1,500.00	7	\$10,500.00
Traffic Safety Education	402PT-22	\$300.00	2	\$600.00
Benefits for 402PT - OT @ 1.56%	402PT-22	\$66,060.00	1	\$1,031.00
Category Sub-Total				\$261,278.00
B. TRAVEL EXPENSES				
In State Travel	402PT-22	\$1,509.00	1	\$1,509.00
				\$0.00
Category Sub-Total				\$1,509.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-22	\$1,813.00	1	\$1,813.00
Lidar Device	402PT-22	\$2,900.00	6	\$17,400.00
Mobile Printers	402PT-22	\$900.00	10	\$9,000.00
Category Sub-Total				\$28,213.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$291,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 164AL - OT @ 1.56% - Benefits breakdown: Medicare 1.45% UI 0.11%	
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 402PT - OT @ 1.56% - Benefits breakdown: Medicare 1.45% UI 0.11%	
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement.

Mobile Printers - Printers for electronic traffic citation issuance. Mobile printers are to be used with department issued citation writers by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation printers, system device software, licenses, accessories, and associated shipping and taxes.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT22049
Agency Name:	Orange Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$291,000.00
Authorizing Official:	Rick Otto
Fiscal Official:	Hilda Montoya
Grant Director:	Trevor Cullen

CURRENT GEMS USER(S)

1. Trevor Cullen

Title: Sergeant
Phone: (714) 744-7323
Email: tcullen@orangepd.org

Media Contact: Yes

2. Hilda Montoya

Title: Administrative Analyst
Phone: 714-744-7522
Email: hmontoya@orangepd.org

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	



Agenda Item

City Council

Item #: 3.7.

9/14/2021

File #: 21-0466

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Will Kolbow, Assistant City Manager/Administrative Services Director

1. SUBJECT

Agreement with the County of Orange for the Implementation and Operation of the Orange County 800 MHz Countywide Coordinated Communications System.

2. SUMMARY

An update to the Agreement with the County of Orange for the ongoing operation and maintenance of the Orange County 800 MHz Countywide Coordinated Communications which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies.

3. RECOMMENDED ACTION

Approve the agreement with the County of Orange for the Implementation and Operation of the Orange County 800 MHz Countywide Coordinated Communications System and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

Expenditures associated with 800 MHz are 100 percent funded by the 800 MHz Countywide Coordinated Communications System Partnership. Annual increases are addressed in the annual budget process. The City's portion of this agreement is approximately \$197,950 in Fiscal Year 2022 (and \$228,890 in Fiscal Year 2023) and will be funded in 800 MHz Communication System (12222) through:

Prop 172 (120)	\$ 164,300
Water Fund (600)	13,856
General Fund (100)	7,918
Gas Tax 2105 (271)	5,938
Sanitation & Sewer (220)	3,958
Equipment Expense (710)	1,980
Total	\$ 197,950

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

c: Enhance the emergency management system to provide public safety during times of disaster.

6. DISCUSSION AND BACKGROUND

On February 6, 1996, the Orange County Board of Supervisors approved the original Joint Agreement (Agreement) for the Implementation and Operation of the OC 800 MHz Countywide Coordinated Communications System (CCCS). The Sheriff-Coroner Department operates and maintains the 800 MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state and federal agencies that provide support to the above agencies and/or have relevant communications requirements.

The 800 MHz Governance Committee, currently comprised of four City Managers and three County representatives, oversees the operation of the CCCS. The new Joint Agreement, which incorporated input and revisions from City Managers of the Partner Agencies, establishes the technical, operational, and financial requirements for all agencies participating in the CCCS. This includes establishing financial parameters for the year-to-year cost and for the costs of future capital improvements and system upgrades. This also includes establishing Bylaws for the Governance Committee.

The Partner Agencies, which include 34 Orange County cities, Orange County Fire Authority, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department and Saddleback College Police Department, have confirmed their continued participation in the CCCS.

Expenditures associated with 800 MHz are 100 percent funded by the 800 MHz CCCS Partnership. The City's portion of this agreement is approximately \$197,950 in Fiscal Year 2022 and \$228,890 in Fiscal Year 2023.

7. ATTACHMENTS

- Agreement for 800 MHz



Agenda Item

City Council

Item #: 3.7.

9/14/2021

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6. DISCUSSION AND BACKGROUND

On February 6, 1996, the Orange County Board of Supervisors approved the original Joint Agreement (Agreement) for the Implementation and Operation of the OC 800 MHz Countywide Coordinated Communications System (CCCS). The Sheriff-Coroner Department operates and maintains the 800 MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state and federal agencies that provide support to the above agencies and/or have relevant communications requirements.

The 800 MHz Governance Committee, currently comprised of four City Managers and three County representatives, oversees the operation of the CCCS. The new Joint Agreement, which incorporated input and revisions from City Managers of the Partner Agencies, establishes the technical, operational, and financial requirements for all agencies participating in the CCCS. This includes establishing financial parameters for the year-to-year cost and for the costs of future capital improvements and system upgrades. This also includes establishing Bylaws for the Governance Committee.

The Partner Agencies, which include 34 Orange County cities, Orange County Fire Authority, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department and Saddleback College Police Department, have confirmed their continued participation in the CCCS.

Expenditures associated with 800 MHz are 100 percent funded by the 800 MHz CCCS Partnership. The City's portion of this agreement is approximately \$197,950 in Fiscal Year 2022 and \$228,890 in Fiscal Year 2023.

7. ATTACHMENTS

- Agreement for 800 MHz

JOINT AGREEMENT
FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE
COUNTY
800-MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This agreement is entered into on _____, 2021, by and between the executing Partner agencies. This agreement replaces the 2005 Agreement as amended, and to the extent there is a conflict, this Agreement controls.

RECITALS:

Whereas, the Next Generation installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the original Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed September 19, 1995, and related Amendments Nos. 1, 2, 3, 4, 5, and appropriate change orders thereto followed (the "1995 Joint Agreement"), and;

Whereas, a subsequent Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed in November 2005, and related Amendments Nos. 1 and appropriate change orders thereto followed (the "2005 Joint Agreement"), thereby superseding the original 1995 Joint Agreement, and;

Whereas, the Partner agencies now desire to execute a new Joint Agreement (the "2021 Joint Agreement") to supersede all previous Joint Agreements; and,

Now, therefore, in consideration of the mutual covenants, conditions, agreements, and stipulations hereinafter expressed, the Partner agencies hereby agree as follows:

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1.0 GENERAL

1.1 System

The 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) will be referred to as the “System.” The System shall be maintained by the Orange County Sheriff-Coroner Department’s Technology Division (hereinafter referred to as “Lead Agency”).

1.2 Definition of Terms

- “System” is defined as a multichannel digital trunked radio communications system enabling interoperability among all participating City and County law, fire, public works, and lifeguard/marine safety departments. The System components also include transmitting /receiving sites, microwave networks, IP networks, dispatch consoles, control stations, and field equipment (mobile and portable radios).
- “Governance Committee” is established by the Board of Supervisors and Partner Agencies to the Joint Agreement to facilitate the operation, maintenance, and financial management of the system. The Governance Committee is comprised of nine (9) members as identified in the Governance Committee Bylaws, attached hereto as Attachment A.
- “Governing Authorities” are the City Councils, the Orange County Board of Supervisors, and the Orange County Fire Authority Board of the Partner Agencies, responsible for approving certain substantive modifications or amendments to this agreement where such approval authority has not been expressly delegated to the Governance Committee.
- “Law Enforcement Agency” is defined as all governmental Law Enforcement Agencies operating primarily within the limits of Orange County, including, but not limited to: Orange County Sheriff-Coroner Department, Orange County City Police Departments, Orange County District Attorney’s Office, and Orange County Probation Department.
- “Lead Agency” is designated to be the Orange County Sheriff’s Department (OCSD) Technology Division that will be responsible to manage, maintain, and enhance the System and its respective Standard Operating Procedures (SOP).
- “Marine Safety” is defined as and shall include all governmental and private lifeguard agencies operating primarily within the limits of Orange County.

- “Member Agency” is defined as an agency authorized by the Governance Committee to use the System. Members include the Lead Agency and Partner Agencies.
- “Mobile Radio” is defined as two-way radio equipment installed in a vehicle to provide communications for the vehicle operator.
- “Mutual Aid Provider” is any governmental organization not otherwise defined in this Agreement that will provide short term assistance across jurisdictional boundaries during an emergency or planned event that exceeds local resources. Mutual aid use of the System will be restricted to the timeframe of the mutual aid incident.
- “New Partner Agency” are Partner Agencies added after the adoption of this Joint Agreement.
- “Parties” are all those entities that are authorized users of the System and have signed this agreement.
- “Partner Agency” are authorized subscribers to the system who agree to share in the System Operational Costs to administer, maintain, and upgrade the technology by providing recurring rate schedule payments.
- “Portable Radio” is a two-way radio equipment that is rechargeable, and handheld or belt carried.
- “Radio Site” is defined as a location, which consists of a building, systems within the building, and a tower.
- “Sponsored Agency” is any agency approved to use the System under sponsorship of a Partner Agency.
- “Sponsoring Partner Agency” is a Partner Agency that wishes to sponsor a Sponsored Agency.
- “Subscriber Unit” is defined as the subscriber radios and other devices that utilize the System. This includes dispatch operator positions, mobile radios, portable radios, cellular based devices and any other device that allows a user to communicate over the System.
- “System infrastructure” is defined as all associated radio and support equipment required to establish a radio network on which user radios can operate to communicate throughout the County of Orange. System infrastructure includes, but is not limited to, servers, switches, routers, data lines, base station radios, microwave technology, and firewalls.
- “System Operational Costs” are the expenses required to administer, maintain, and update the System.

- “System Modification” is any change in operational procedure or technology that requires alteration to the System.
- “System Subscriber Equipment” is defined as all equipment used to support user access to the System including Subscriber Units and other supporting equipment such as dispatch center console equipment, antennas, batteries, etc.
- “System User” is defined as an individual or agency authorized to access the System.
- “System Watch Network Operation Center” is a Lead Agency staffed support center responsible for the 24/7 support of the System. This includes but not limited to, live monitoring, notifications, troubleshooting, callouts, and repair.
- “Talkgroups” are used to identify groups of users who communicate together on a trunked radio system.

1.3 Amendment Process

The Governance Committee is authorized to make future updates, amendments, or modifications to the Agreement and its attachments without further action of the Governing Authorities, so long as the updates, amendments, or modifications to the Agreement and its attachments would result in minor, non-substantive changes that do not create or increase the financial obligations of the Partner Agencies. Where the Governance Committee is authorized to make such updates, amendments, or modification, such delegated authority shall be expressly granted in this agreement.

This agreement may also be amended or modified by the consent of all of the Governing Authorities representing the Partner Agencies.

1.4 Liability

Each Party of this Agreement (the “Indemnitor”) shall indemnify, defend, and hold all other Parties, and their agents and employees (the “Indemnitees”) harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this agreement which acts or omissions constitute gross negligence.

1.5 Withdrawal from System

Any Party may withdraw from this Agreement by serving written notice to the Governance Committee of their intent to withdraw. Due to the cost distribution model used to fund the operation of the System, any Party withdrawing from this Agreement will financially impact the remaining Parties. As such, Parties wishing to withdraw from this Agreement shall do the following:

- 1) Withdrawing Party provides written notice twelve months prior of withdrawal after meeting its financial obligations under this agreement.

- 2) Withdrawing Party will attend the Governance Committee meeting following their submittal to discuss withdrawal process.
- 3) Withdrawing Party will work with the Lead Agency to effect the withdrawal.
- 4) Withdrawing Party will make all Operational Cost payment obligations for the full fiscal year of the withdrawal.
- 5) Withdrawing Party will be responsible for all Lead Agency Costs associated with the withdrawal process.

Withdrawing Party will not be responsible for any financial obligations assumed by the other Partner agencies subsequent to withdrawal and upon fulfillment of existing financial obligations. Similarly, it is understood that the County of Orange has ownership of the System and certain sites as well as FCC licenses presently issued to the County, and upon any withdrawal by any Parties to the Agreement, any and all right, title, and interests in the System, those sites and FCC licenses shall remain with the County. Should the County of Orange wish to withdraw, an orderly transition to the remaining Parties must be affected.

2.0 GOVERNANCE COMMITTEE

2.1 Governance Committee Authority

The Governance Committee shall be governed in accordance with the Governance Committee Bylaws attached hereto as Attachment A. Any future updated revisions or amendments to the Governance Committee Bylaws shall be deemed adopted by this agreement without further action of the Governing Authorities.

2.2 Governance Committee Member Appointment

The Governance Committee shall be comprised of nine (9) members, as identified below. It will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Orange County Chief Executive Officer, or Designee
- Orange County Sheriff-Coroner, or Designee
- Orange County Public Works Deputy Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Chief or Designee not from a city currently represented on the governance committee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee not from a city currently represented on the governance committee

2.3 Governance Committee Purpose

The Governance Committee oversees all aspects of the implementation, operation, and fiscal management of the system, including but not limited to, the following:

- Approving System operational policies
- Addressing System operational issues

- Resolving operational policy or fiscal matter disputes of Partner Agencies.
- Addressing System facilities development
- Reviewing and approving modification and enhancement plans
- Approving contract pricing changes
- Approving Annual System Operational Budget and Cost Sharing Allocations.
- Approving 10 year capital plans and allocation of Reserve Fund for required upgrades.
- Approving New Partner Agencies.
- Approving Sponsored Agencies.

3.0 MEMBERS TO THE SYSTEM

Members are all agencies authorized by the Governance Committee to use the system and who have signed this agreement.

3.1 Lead Agency

The lead agency is designated to be the Orange County Sheriff's Department Technology Division and will manage, maintain, and enhance the system. Lead Agency is responsible for System Administration as outlined in Section 4 below.

3.2 Partner Agencies

Partner Agencies are authorized subscribers to the System who have signed this Joint Agreement or added as New Partner Agencies via the process outlined in 3.2.1 below. Partner agencies agree to share in the System Operational Costs and System Maintenance Costs as outlined in Section 5 below.

3.2.1 New Partner Agencies

Agencies that wish to become an authorized subscriber to the System may be added as a New Partner Agency via the following steps:

- 1) The prospective New Partner Agency submits an official request, in writing, to the Lead Agency requesting to join as a Partner Agency.
- 2) Lead Agency gathers additional information from requesting New Partner Agency to determine the feasibility of the request and the potential impact on the System operation and the existing Members.
- 3) The Lead Agency processes the request to obtain approval.
- 4) Lead Agency presents the request to the Governance Committee along with previous approvals from appropriate Governing Authorities. Governance Committee will determine final approval or denial of the request.
- 5) Once all approvals have been obtained, requesting New Partner Agency will execute a copy of this agreement along with the associated New Partner Agency forms identified in Attachment B.
- 6) The approved New Partner Agency will purchase necessary radio equipment and arrange to pay associated New Partner Agency costs described in in 5.2 below.

3.2.2 Sponsored Agencies

Partner Agencies may, with Lead Agency review and Governance Committee Approval, sponsor non-partner agencies to participate in the system.

3.2.2.1 Sponsored Agencies Approval Process:

- 1) Sponsoring Partner Agency submits to the Lead Agency an official written request to add a Sponsored Agency.
- 2) Lead Agency gathers relevant information from Sponsoring Partner Agency to determine the feasibility of the request and the potential impact on the System Operation and the existing Members.
- 3) Lead Agency reviews all available information to determine the feasibility of the request to add the Sponsored Agency. Lead Agency shall work with the Sponsoring Partner Agency to determine the additional costs to the Sponsoring Partner Agency.
- 4). Lead Agency presents the request to the Governance Committee at a Governance Committee Meeting. Governance Committee shall approve or deny the addition of the Sponsored Agency.

3.2.2.2 Sponsored Agency Access and Limitations

Sponsored Agencies are only allowed access to use the common talkgroups/channels and select agency specific talkgroups/channels of the sponsoring Partner Agency, as recommended by the Lead Agency and approved by the Governance Committee. Sponsored Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Sponsored Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed. Partner Agencies shall be responsible for any System use by a Sponsored Agency. Sponsored Agencies must use the same common talkgroups as the sponsoring Partner Agency.

3.2.2.3. Sponsored Agency Financial Responsibilities

Sponsored Agency financial responsibilities are outlined in section 5.2.4 below.

3.3 Mutual Aid Agencies

Certain governmental agencies may, with Lead Agency review and Governance Committee Approval, be granted access to the System for the express purpose of providing mutual aid to Partner Agencies. Mutual Aid agencies are limited to and identified within ATTACHMENT C

3.3.1 Mutual Aid Agency Approval Process:

- 1) Any Partner Agency may submit to the Lead Agency an official written request to add a Mutual Aid Agency.

2) Lead Agency gathers relevant information to determine the feasibility of the request and the potential benefit to existing Partner Agencies and overall public safety in Orange County.

4) Lead Agency presents the request to the Governance Committee at a Governance Committee meeting. The Governance Committee shall approve or disapprove the addition of the Mutual Aid Agency.

3.3.2 Mutual Aid Agency Access and Limitations

Mutual Aid Agencies are only allowed access to use the common talkgroups/channels and the mutual aid channels associated with other systems that are included in our radio programming. Mutual Aid Agency use of the System is restricted to the actual duration of a mutual aid incident. Mutual Aid Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Mutual Aid Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed.

3.3.3 Mutual Aid Agency Financial Responsibilities

Mutual Aid Agency financial responsibilities are outlined in section 5.2.5 below.

4.0 SYSTEM ADMINISTRATION

The Lead Agency shall have the authority and responsibility to maintain the proper operation of the System. The Lead Agency shall be responsible for maintaining, managing, and operating the System, which includes staffing the System Watch Network Operations Center on a continual basis (e.g., 24x7x365), assuring the seamless operation of the System.

4.1 System Equipment

The Lead Agency shall approve and evaluate all equipment and new technology for use with the system to ensure that it meets the requisite technical standards and requirements. Approved equipment must meet the standards set by the Federal Communication Commission as well as any Federal, State, and Local Laws.

4.2 System Subscriber Equipment

Each Member Agency is responsible for the maintenance, management, and operation of its System Subscriber Equipment. A Member Agency may establish a System Subscriber Equipment maintenance contract with the Lead Agency.

Prior to making any modifications to System Subscriber Equipment, including but not limited to adding radios or alteration to dispatch center equipment, Member Agencies must request such modifications to be reviewed and approved by the Lead Agency as outlined in section 4.4.

4.3 Dispatch Centers

Member Agencies may operate their own Dispatch Centers at their discretion. Individual Member Agencies that manage their own Dispatch Centers shall be responsible for the day to day maintenance, management, and operation of those Dispatch Centers, equipment and associated facilities. Day to day dispatch operations and protocols shall be left to the individual Members

Agencies. The Lead Agency will not be responsible for the maintenance or management of Members Agencies' individual Dispatch Centers unless a Member User contracts with the Lead Agency for maintenance, management, or operations.

4.3.1 Dispatch Center Equipment

Dispatch Center Equipment must meet the technical standards as outlined in Section 4.1.

4.3.1.1 Dispatch Center Required Equipment Upgrades

The Governance Committee may mandate equipment upgrades for Member Agencies Dispatch Center Equipment. If the Governance Committee mandates an Equipment Upgrade to Members Agencies' Dispatch Center Equipment, then the Members Agencies must upgrade their equipment as directed by the Governance Committee.

4.3.1.2 Dispatch Center Non-Required Equipment Upgrades

Members Agencies may upgrade their Dispatch Center equipment and associated facilities at their own cost without coordination with the Lead Agency so long as the upgrade will not adversely affect the System itself. However, Member Agencies must coordinate with the Lead Agency as outlined in the System Modifications section 4.4, below, when upgrading or modifying any Dispatch Center equipment vital to the operation of the System. Dispatch Center Equipment modification requiring coordination with the Lead Agency includes, but is not limited to: computer equipment, software, consoles, routers, switches, gateways, firewalls, control stations, and antenna systems.

4.4 System Modifications

The System will require occasional routine modifications, which shall be conducted as outlined in this section.

4.4.1 System Modifications requiring Governance Committee Approval

The following System Modifications require the pre-approval of the Governance Committee, as outlined in the Governance Committee By-Laws:

- A. Addition of any New Member Agencies to the System.
- B. Any modification that adds a financial burden shared by the Member Agencies.
- C. Any modification that would affect a System User other than the requesting Member Agency.

The Lead Agency is required to provide a report and recommendation to the Governance Committee on any proposed System Modification that requires Governance Committee approval. The Lead Agency report and recommendation must provide a financial analysis of the System Modification, if appropriate, and an estimated timeline to complete the System Modification.

The Lead Agency is responsible for implementing any Governance Committee approved modification.

4.4.2 System Modification by Lead Agency

The Lead Agency is authorized to perform System Modifications, as necessary. The Lead Agency has the discretion to implement System Modifications without prior Governance Committee Approval, so long as the modification does not require Governance Committee approval as listed in Section 4.4.1 of this agreement, and does not cause unanticipated or unbudgeted costs to Member Agencies.

4.4.3 System Modifications requested by Partners Agencies

Partner Agencies may request system modifications. System Modification requests from Partner Agencies must be submitted in writing to the Lead Agency for review and approval.

If the Lead Agency grants a Partner Agency modification request, and the request does not require Governance Committee Approval as outlined in Section 4.4.1, then the Lead Agency shall provide the Partner Agency with a formal approval, including all costs of the requested modification. If a Member Agency agrees with the official permission, the Member Agency may request the Lead Agency to implement the System Modification. Any and all costs associated with implementing the System Modification will be the sole responsibility of the System User requesting the modification.

If a Member Agency modification request requires Governance Committee approval per Section 4.4.1 above, then the Lead Agency and the Member Agency requesting the modification shall present the modification request to the Governance Committee for approval. The modification request shall include the reason for the modification, the Lead Agency's recommendation and cost analysis of implementing the modification.

4.4.4 Appeal of Modification Request Denial

If the Lead Agency denies a Member Agency's modification request, the Lead Agency shall provide the Member Agency, in writing, the reasons for the denial. Members Agencies may submit a written appeal of the decision of the Lead Agency to the Governance Committee within 90 days of the denial notification. The Lead Agency will ensure the appeal is added to the next Governance Committee meeting agenda for action.

4.4.5 Notification of System Modifications to Governance Committee

Lead agency is required to provide a list of implemented, pending and requested System Modifications at each Governance Committee Meeting.

4.5 Security

The Lead agency has in place a Security Plan for the System (Attached as Attachment D.) Member Agencies and System Users are required to protect the security of the System as set forth in the Security Plan.

System Users are required to contact System Watch for any actual or potential security breach to the System as soon as the actual or potential security threat is known. The Lead Agency must evaluate any reported security breaches and is authorized to implement measures to remediate the

security breach. If appropriate, the Lead Agency shall inform the Governance Committee of any reported breach and steps taken to remediate.

4.6 Maintenance & Service Contracts

Within approved and adopted budget, the Lead Agency is authorized to enter into contracts with vendors as needed for the ongoing execution of this agreement. Such contracts include, but are not limited to, the purchase or lease of equipment, installation of equipment, service and/or maintenance of equipment, and System upgrades. All contracts shall comply with applicable law and purchasing policies and guidelines. Appropriate shared costs will be included in System Operational Costs cost-sharing allocations. The Lead Agency shall negotiate and enter into contracts with vendors as intended in this agreement and shall make payments due and payable under such contracts on behalf of the parties.

The Lead Agency will serve as an administrative liaison between the other Member Agencies and the contracted vendors.

4.7 System Standard Operating Procedures

The Lead Agency is responsible for the development and maintenance of the Standard Operating Procedures ("SOP") (Attachment E) for the system. The Lead Agency shall coordinate with System Users, including but not limited to Law Enforcement, Fire Services, Marine Safety, and Public Works in developing and updating the SOP. The SOP, and any amendments to the SOP, must be approved by the Governance Committee. All Member Agencies must follow the SOP and any amendments to the SOP once approved by the Governance Committee.

4.8 Partner Agency Operational Policies and Procedures

Member Agencies must inform the Lead Agency of any changes to their operational policy or procedures, in writing and prior to any implementation of such changes, if the change of operational policy or procedure affects or may affect the System. The Lead Agency will work with Member Agencies to ensure that operational policies and procedures are compatible with the System. The Lead Agency shall work collaboratively with Member Agencies to settle any disputes regarding Member Agency Operational Policies and Procedures. The Lead Agency shall bring any dispute to Member Agency Operational Policies and Procedures to the Governance Committee for review and resolution if a dispute cannot be resolved between the Lead Agency and the Member Agency.

5.0 FINANCIAL ADMINISTRATION

5.1 Governance Committee Financial Authority

The Governance Committee shall have the authority to allocate available budgeted funds as they deem appropriate for the operation, maintenance, and management of the system. Governance Committee has the authority to approve the System Operations Budget, set rates and fees, and approve use of the Reserve Fund for necessary expenditures and upgrades. Governance Committee has the authority to approve capital expenditure funding and approved sources of the reserve fund.

5.2 Partner Agencies Financial Obligations

Partner Agencies and New Partner Agencies are responsible for certain financial obligations including, but not limited to, the following.

5.2.1 System Operational Costs

All Partner Agencies shall contribute to the System Operational Costs via the Systems Operations Budget and administered as described in section 5.3 below.

5.2.2 System Entry Fees/Upgrade Fees

Some Partner Agencies must pay System Entry Fees when they enter/register a radio into the System for activation based on the System Entry Fee established by the Governance Committee. The Lead Agency shall submit their recommendation of the System Entry Fees for Governance Committee approval at the same time the System Operations Budget (Section 5.3) is submitted for approval annually.

The System Entry Fees are necessary to recoup/offset costs that were required during the previous System upgrade. Partner Agencies that financially contributed to the previous System Upgrade are not required to pay System Entry Fees. Legacy Partner Agencies that are not required to pay System Entry Fees are listed in attachment C. Partner Agencies not listed in attachment C and any New Partner Agencies are required to pay the System Entry Fee for each radio they add to the System.

System Entry Fees are billed on a per radio basis. The Lead Agency shall invoice the Partner Agency or New Partner Agency for any System Entry Fees at the approved per radio rate when a new radio is entered into the System on behalf of that Partner or New Partner.

System Entry fees shall be deposited into the Reserve Fund as outlined in section 5.6 below.

Over-the-air upgrade programming of radio equipment will not be charged and limited to two annually per Member Agency. Any additional upgrades past the two annually will incur a cost.

5.2.3 Miscellaneous Rates and fees

As stated in 5.1 above, the Governance Committee has authority to set rates and fees as necessary. The Lead Agency may charge Partner Agencies and New Partner Agencies via invoice. Partner Agencies shall pay invoice within thirty (60) days of the date of the invoice.

Governance Committee shall set any Miscellaneous Rates and Fees annually. Lead Agency shall submit their recommendation for Miscellaneous Rates and Fees at the same time they submit the System Operations Budget (Section 5.3) for approval.

5.2.4 Mutual Aid Agencies

Mutual Aid Agencies are not authorized to use the System for day-to-day communications but are limited to use of the System only when providing emergency assistance to Partner Agencies. As such, Mutual Aid Agencies are not included in the System Operations cost share calculations or System Entry Fees. Mutual Aid Agency equipment and programming costs will be the responsibility of the Mutual Aid Agency.

5.2.4 Sponsored Agencies

The sponsoring Partner Agency is responsible for the costs, rates, and fees of any Sponsored Agency it sponsors on the System, unless otherwise approved by the Governance Committee. System Entry Fees per 5.2.2 above shall not apply to System Subscriber equipment for a Sponsored Agency.

5.3 System Operations Budget

The Lead Agency will submit the proposed System Operations Budget for approval to the Governance Committee no later than one hundred and twenty (120) days prior to the beginning of the fiscal year. Governance Committee shall be responsible for approving the System Operation Budget no later than ninety (90) days prior to the fiscal year.

5.3.1 Partner Agency Cost

The Lead Agency shall submit the Partner Agency Cost Share to the Governance Committee along with the System Operations Budget in 5.2 above. The Governance Committee shall be responsible for approving the Partner Agency Cost Share, along with the System Operations Budget.

Partner Agency Cost Share shall be calculated based on the number of Subscriber Units each agency operates on the System as a percentage of the total number of Subscriber Units operating on the System. This will determine the agency's share of the annual System Operations Budget.

5.3.2 Payment Remittance

Partner Agencies are required to remit payments to the Lead Agency for their contribution for use of the System. The Lead Agency shall invoice Partner Agencies quarterly. Lead Agency shall issue invoices no later than thirty (30) days after the beginning of each quarter. Partner Agencies shall pay invoice within thirty (30) days of the date of the invoice.

5.4 Year End Settlement

At the end of each fiscal year, the Lead Agency shall submit a financial review with the actual System Operational Costs from the previous fiscal year to the Governance Committee. The findings of the financial review shall be reported in writing to the Partner Agencies on the system. Thereafter, to the extent there have been contributions made by the Partner Agencies which exceed the actual System Operations Costs, the number of said excess contributions shall be deposited into the Reserve Fund (see 5.5), unless the Governance Committee deems otherwise. In the event of a shortfall, each Partner Agency shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.

5.5 Ten-Year Plan

The Governance Committee, in conjunction with the Lead Agency, will be responsible for evaluating and planning for future upgrades. Doing so will ensure the continued structural

integrity of System equipment and Sites and any necessary maintenance or repairs, and allocating for unforeseen events which may lead to additional expenses outside of the standard operational costs. Such items will be defined within a Ten-Year Plan, which will be presented to and approved annually by the Governance Committee.

The Lead Agency shall submit an updated Ten-Year Plan to the Governance Committee annually for review and approval.

5.6 Reserve Fund

The Governance Committee shall review and approve a long-term financial plan to ensure funds are available for the System's capital needs as defined in the annually updated Ten-Year Plan, as well as for any unforeseen emergency expenses. A Reserve Fund has been established to ensure adequate funds are available for ongoing maintenance, upgrades, and unforeseen expenses which may arise outside of operational costs.

5.6.1 The Reserve Fund shall be funded in the following manner:

5.6.1.1 Contributions by Partner Agencies

The Partner Agencies are responsible for providing funds for deposit to the Reserve Fund. The Lead Agency shall submit the cost of each Partner Agency along with the Fiscal Year Budget described in section 5.3. The Governance Committee shall approve the Reserve Fund contributions as part of the annual budget review and adoption process.

5.6.1.2 System Entry Fees

All System Entry Fees collected per 5.2.2 of this Agreement shall be deposited into the Reserve Fund.

5.6.1.3 System Operation Budget Surplus

In the event of a System Operation Budget Surplus at the Year-End Settlement, that System Operation Budget Surplus shall be deposited into the Reserve Fund.

5.7 System Modification Cost

Any costs associated with System Modifications shall be addressed as outlined in section 4.4 of this agreement.

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: _____

Board of Supervisors

Dated: _____

Approved As to Form:

County Counsel

APPROVED AS TO FORM

COUNTY COUNSEL OF
ORANGE COUNTY, CALIFORNIA

CITY OF: _____

ATTEST:

By: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:

City Attorney

By: _____

Chairman

Dated: _____

ATTEST:

Clerk of the Authority

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: _____
Board of Supervisors

Dated: _____

Approved As to Form:
County Counsel

CITY OF: _____

ATTEST:

By: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:
City Attorney

By: _____
Chairman

Dated: _____

ATTEST:

Clerk of the Authority

ORANGE COUNTY AGENCY

APPROVED AS TO FORM:

By: _____
 Authority Counsel

Dated: _____

By: _____
 Chairman

Dated: _____

ATTEST:

 Clerk of the Authority

ATTEST:

 Clerk of the Authority

APPROVED AS TO FORM:

By: _____
 Authority Counsel

Dated: _____

APPROVED AS TO FORM:

By: _____
 Authority Counsel

Dated: _____

**BYLAWS
800 MHz GOVERNANCE COMMITTEE**

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Article 1 Name

Section 1. The name of this body is the 800 MHz GOVERNANCE COMMITTEE, hereinafter referred to as the "Governance Committee."

Article 2. Purpose and Authority

Section 1. It is the purpose of the Committee to oversee implementation and operation of the 800 MHz Countywide Coordinated Communications System (the "System"), including Member Agency compliance with payment schedules, addressing operational issues affecting System operation and site development, reviewing and approving conversion, modification and enhancement plans, approving contract pricing changes, resolving disputes between Member Agencies, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement the Joint Agreement. The Governance Committee shall be responsible for approving the 800 MHz Project System Operations Budget operating and Reserve Fund that are jointly funded by the Parties to the Joint Agreement.

Section 2. The Governance Committee was established November 23, 2004, and amended June 2, 2015, by the Orange County Board of Supervisors (the "Board") and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS.

Section 3. This Governance Committee will operate under the revised Board authorization of the re-written Joint Agreement to facilitate the operation, maintenance, and financial management of the 800 MHz CCCS established on _____

Article 3. General Operating Mandated Regulations and Statutes

Section 1. The Governance Committee must adhere to all local, state and federal regulations and statutes that may, from time to time, apply.

Section 2. The Committee shall be subject to the provisions of The Brown Act (commencing with Section 54950 of the Government Code) relating to public meetings of local governmental advisory boards.

Section 3. The Governance Committee must comply with the County's non-discrimination and zero tolerance sexual harassment policies.

Section 4. The Governance Committee must comply with the County's Code of Ethics, which outlines the County's clear expectations for behavior in relation to the members' duties as public servants.

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Section 5. The Governance Committee shall operate strictly within its designated purpose.

Article 4. Membership and Term of Office

Section 1. Appointment. The Committee shall be comprised of nine (9) members, as identified below, and will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- County Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Orange County Public Works Resources and Development Management Department Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Executive Director, or Designee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee

Each member must designate and name an alternate as a voting member if member cannot attend.

Section 2. Terms. Committee members shall be appointed for a two (2) year term. Members may serve for multiple additional two (2) year terms upon reappointment to each new term in accordance with Article 4, Section 1 above.

Section 3. Removal. The Governance Committee, by majority vote, may remove members of the Committee any time without cause. In addition, if a committee member misses three (3) consecutive Governance Committee meetings (whether regular or special meetings), said Governance Committee member will be deemed automatically removed without further Governance Committee action.

Section 4. Vacancies. A vacancy on the Governance Committee shall be filled by majority vote of the Governance Committee in accordance with Article 4, Section 1 above. Such vacancy should, if possible, be filled within 30 days of vacancy.

Article 5. Meetings

Section 1. Regular meetings shall be held on a quarterly basis. Governance Committee meetings shall be fixed on the first month of each quarter (January, April, July, and

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October) on the fourth Wednesday at 1:30 PM unless a majority of the Committee members determine that an alternate fixed meeting day and time within the designated months is required to maximize member attendance. At least 72-hours prior to a regular meeting, an agenda shall be posted that contains a brief general description of each item to be covered in the meeting.

Section 2. Special meetings may be held on 24-hour public notice, including a binding agenda with brief general description of items to be covered at the meeting. Any special meeting notice must be publicly posted in accordance with all applicable laws and must be received by Committee members at least 24 hours in advance (Government Code Section 54956).

Section 3. A majority five (5) of the members shall constitute a quorum to conduct business.

Section 4. Only Governance Committee members may vote on items on the Agenda and each member may have only one vote.

Section 5. Governance Committee meetings may be rescheduled or canceled in accordance with the Brown Act. Orange County Sheriff Technology staff shall act as the Clerk of the Board for meeting rescheduling purposes.

Article 6. Officers

Section 1. The officers shall consist of a Chairperson and Vice Chairperson. The elected Chairperson shall conduct the meetings.

Section 2. The elected Vice Chairperson shall conduct regular Governance Committee meetings in the absence of the Chairperson; and do everything necessary to assist the Chairperson in related duties. In the event that both the Chairperson and the Vice Chairperson are absent from the same committee meeting, the remaining Governance Committee members present may appoint one of them to be the Chairperson for that meeting.

Section 3. Elections for Chairperson and Vice Chairperson shall be conducted by the full Governance Committee and shall occur in April of each year. The Chairperson shall call for nominations from the Governance Committee members and the Chairperson will initiate a vote. A majority vote of the Committee members present is required for each candidate to be elected as Chairperson and Vice Chairperson.

Article 7. Staffing

Section 1. Orange County Sheriff Technology staff secretary will provide secretarial support to the Governance Committee. Orange County Sheriff Technology staff secretary shall prepare and publish the Committee's agenda for each meeting. Orange County

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Sheriff Technology staff shall call for attendance at the beginning of each meeting, keep the minutes, and perform other clerical duties as appropriate to the position. He/she shall retain the attendance records including the minutes.

Article 8. Compensation

Section 1. Governance Committee members shall receive no compensation for their service.

Article 9. Amendments. Review, Dissolution and Effective Date

Section 1. This Committee will operate as established by the Board of Supervisors on November 23, 2004 and revised by the Board of Supervisors in _____, 2021

Section 2. These Bylaws shall supersede all previous Bylaws and shall become effective on upon the approval of the Board of Supervisors.

Section 3. These Bylaws shall remain in effect until amended, revised or terminated by the Board of Supervisors and Parties to the Joint Agreement.

Section 4. The Board of Supervisors and Parties to the Joint Agreement may make amendments to the Bylaws at any time.

Section 5. This Governance Committee can be terminated at any time, without cause, by action of the Board of Supervisors and Parties to the Joint Agreement.



Project No:
Project Name:
Project Location:

NEW PARTNER AGENCY RIDER TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This New Partner Agency Rider ("**NPA Rider**") is entered into on _____, ("**Effective Date**"), by and between _____ (hereinafter referred to as "**NEW PARTNER AGENCY**") and the Orange County 800 Megahertz Countywide Coordinated Communications System Governance Committee (hereinafter referred to as "**GOVERNANCE COMMITTEE**"). For the purposes of this agreement, the GOVERNANCE COMMITTEE represents the Partners (hereinafter referred to as "**JOINT AGREEMENT PARTNERS**") of the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordination Communications System (hereinafter referred to as "**JOINT AGREEMENT**") (Section 1.4.1 of the JOINT AGREEMENT). GOVERNANCE COMMITTEE and NEW PARTNER AGENCY may be referred to individually herein as a "**Partner**" or collectively as the "**Partners.**"

RECITALS

- I. WHEREAS, JOINT AGREEMENT PARTNERS entered into the JOINT AGREEMENT in 2020; and,
- II. WHEREAS, NEW PARTNER AGENCY, executed a copy of the JOINT AGREEMENT in accordance with Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- III. WHEREAS, NEW PARTNER AGENCY executed a copy of the New Partner Agency Agreement per Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- IV. WHEREAS, Section 2.1, "Governance Committee Authority", and Section 3.2.1, "Adding New Partner Agencies", of the JOINT AGREEMENT grants the GOVERNANCE COMMITTEE the authority to enter into a separate agreement with NEW PARTNER AGENCY to establish additional terms, conditions, and costs for entry into the Countywide Coordinated Communications System (the "CCCS"); and,
- V. WHEREAS, the JOINT AGREEMENT in Section 1.4 "Liability" provides for indemnification only between those Partners listed in Exhibit A of the JOINT AGREEMENT (and would not include NEW PARTNER AGENCY); and,
- VI. WHEREAS, Section 1.4.1 of the JOINT AGREEMENT, "New Agency Liability Rider", grants the GOVERNANCE COMMITTEE the authority to enter into a Liability Rider that shall, for all intents and purposes, make the NEW PARTNER AGENCY, a Partner in Section 1.4.

VII. WHEREAS, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY now desire to enter into a separate agreement (this NPA Rider) to establish additional terms and conditions by including NEW PARTNER AGENCY in the indemnity provision of the JOINT AGREEMENT per Section 1.4;

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Partners acknowledge herein, and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY do hereby agree as follows:

A. NEW PARTNER AGENCY LIABILITY.

NEW PARTNER AGENCY shall now be included as a Partner as stated in Section 1.4 of the JOINT AGREEMENT.

Except as otherwise expressly set forth herein, all terms and conditions contained in the JOINT AGREEMENT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Partners have executed this New Partner Agency Rider on the day and year first written above.

GOVERNANCE COMMITTEE

By: _____

Date: _____

NEW PARTNER AGENCY

By: _____

Date: _____

A. LEGACY PARTNER AGENCIES – Partner Agencies that financially contributed to the previous System Upgrade:

Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Metronet, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, West-Comm, Westminster, Yorba Linda, Orange County Fire Authority, CEO, District Attorney, Health Care Agency, John Wayne Airport, Animal Control, OC Lifeguard, OC Parks, OC Waste & Recycling, OC Public Works, Probation, OC Sheriff, Social Services Agency, Orange County Transportation District, Irvine Valley College Police, Santa Ana Unified School District Police, Saddleback College Police

B. MUTUAL AID AGENCIES

ATF, CA State Parks, California Corrections & Rehabilitation, CHP, Downey Fire, Lake Mission Viejo LG, Loaners, Long Beach Fire, Long Beach PD, Los Alamitos Armed Forces Reserve, LA County Fire, LA Sheriff, San Diego Sheriff Aviation, Santa Fe Springs Fire, Signal Hill PD, DOJ, UCI Irvine, US Marshals, USMC Camp Pendleton Fire

**COUNTY OF ORANGE
CALIFORNIA**

800 MHz CCCS
(Countywide Coordinate Communications System)

STANDARD OPERATING PROCEDURES



**PREPARED AND DISTRIBUTED
BY:**

**ORANGE COUNTY
LEAD AGENCY**

January 2021

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1.0 INTRODUCTION

The 800 MHz Countywide Coordinated Communications System (CCCS) Standard Operating Procedures (SOP) provides National Incident Management System (NIMS) compliant procedures that are applicable to multi-agency, multi-discipline, all-hazard responses throughout the County of Orange. This SOP ensures consistent protocols and formalizes the operation and usage of the 800 MHz Radio System (System). This SOP will be utilized by CCCS emergency response and support personnel, communications operational and technical personnel, local/State/Federal government representatives, non-governmental organizations, and other System users as authorized by 800 MHz CCCS Governance Committee.

All System users shall comply with this SOP.

2.0 PURPOSE

The System is an 800 MHz trunked simulcast radio communications system designed to meet the needs of Orange County law enforcement, fire, lifeguard and public works responders and any other authorized users who are supporting these services.

This SOP addresses procedural and operational aspects of the System to include:

- Operational guidelines.
- Technology specifications and requirements.
- Usage guidelines.
- Training and exercises.
- Maintenance and repair.

2.1 Governance

The CCCS is governed by the 800 MHz CCCS Governance Committee which was established November 23, 2004 and amended June 2, 2015, by the Orange County Board of Supervisors and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS. The Governance Committee is comprised of nine members including four City Managers, and designees from the County Executive Officer, Sheriff-Coroner, Public Works Director, Orange County Chiefs' of Police & Sheriff's Association and Orange County Fire Chief's Association. The Governance Committee responsibilities include the establishment and enforcement of these Standard Operating Procedures.

Additional information on the 800 MHz CCCS Governance Committee membership and responsibilities are documented in the 800 MHz CCCS Governance Committee Bylaws.

2.2 Users Group

The 800 MHz CCCS Users Group meetings occur once each quarter. The Users Group meetings allow for the sharing of information from the Lead Agency (Orange County Sheriff's Department Technology Division) regarding the System operations and any upgrade or enhancement projects proposed or in progress. These meetings also allow for Partner Agencies to discuss current concerns or provide input regarding future enhancements. All Partner Agencies are welcome to participate in the quarterly 800 MHz Users Group meetings.

2.3 800 MHz CCCS Radio System

The 800 MHz CCCS Radio System (System) is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The System utilizes radio frequencies in the 800 MHz radio spectrum under the rules and regulations of the Federal Communications Commission (FCC). The System consists of the following major components:

- Radio Communications sites located throughout the County (towers, equipment shelters, generators & site security).
- Radio infrastructure (transmitters, receivers, combiners, antennas, etc).
- Radio spectrum in the 800 MHz frequency band and microwave radio frequency spectrum.
- Microwave radio links between the radio sites and the Loma Ridge Master Site.
- Subscriber Units (mobile radios, portable radios, control stations, dispatch consoles).
- System Watch Network Operations Center (NOC).

The System is designed to provide 95% portable radio coverage, 95% of the time within the Orange County operating area.

2.4 Eligible Users

The primary purpose for the System is to support Orange County public-safety and local government agencies' day-to-day operations by providing dependable, interoperable radio communication. Orange County public safety and local government agencies as well as applicable State and Federal government agencies may be eligible for access to the System. System access will be determined by the 800 MHz CCCS Governance Committee in compliance with the 800 MHz CCCS Joint Agreement and with consideration of System capacity.

2.5 Acceptable Usage/Radio Discipline

All System users shall follow these policies.

The System is to be used for day-to-day operations, emergency response calls, incidents, missions and disasters. The System may also be utilized for planned events, training and exercises with consideration of channel capacity and available talkgroups.

This policy clearly defines the discipline for agencies and individuals to follow when using radios on the System. Each Agency is responsible for ensuring their users adhere to proper radio discipline.

Misuse of the System shall be reported to the Lead Agency Director to handle directly with the Department Head of the agency involved. The reporting party's contact information should be provided in the notification. No profanity, playing music, personal conversations or activities not directly related to agency business will be permitted on the System.

All agencies and individuals shall utilize these communications resources professionally and keep radio conversations as concise as possible.

All agencies and individuals utilizing the System must abide by all FCC regulations as stated in Title 47 Part 90 Land Mobile Communications.

3.0 SCOPE

This SOP applies to the operational, technical and usage aspects of the System. It is therefore applicable to any user of the System, and applies to government agencies at the local, County, State and Federal levels, as well as authorized non-government users.

3.1 SOP Approval

This SOP and subsequent revisions require approval of the 800 MHz CCCS Governance Committee after review by the Lead Agency.

3.2 SOP Change Process

Annual Review Requirement

The SOP will be reviewed on an annual basis to assess the need for updates or revisions. The Lead Agency Director or designee will be assigned the task of reviewing the SOP, identifying applicable updates, and submitting a draft of the revised SOP for Governance Committee approval.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards, protocols and procedures for optimal operations between and among the users of the System.

Submitting Change Requests

Requests to delete, add, and/or change adopted standards, policies and/or procedures may be submitted in writing to the Governance Committee at any time. If the requested change is time critical, the Governance Committee may direct a request for immediate consideration to the Lead Agency Director.

Change Request Contents

A written request for any change to the SOP submitted to the Governance Committee shall include:

- A full description of the deletion, addition, or change including section and subsection references.
- The reason for the change (including the potential consequences if the request is not approved).

- A preliminary assessment of impact on other System users and an estimate of associated costs, if any.

The Governance Committee may direct the Lead Agency Director to conduct an assessment to address:

- Technical impact to current and future System performance including which system or subsystems will be or may be affected.
- Operational impact to current and future system performance including effects on System capacity and determination of those systems or subsystems that will be or may be affected.
- Degree of conformance with Governance Committee approved plans and standards.
- Cost impact to current participants.
- Potential alternatives.

The Lead Agency Director shall forward the completed assessment to the Governance Committee along with recommendations including strategies to mitigate negative impacts, if appropriate.

The Governance Committee shall notify all agencies of all requests along with potential impact and invite their comments.

The Governance Committee will approve, deny, or modify the requested SOP change.

If approved, the Governance Committee will incorporate the applicable SOP modifications and inform System users.

Management of Change Process

The Governance Committee Chair will manage this process.

4.0 RADIO SYSTEM MANAGEMENT

4.1 Radio System Architecture

The System is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The P25 System is a standards based system, and different vendor subscriber radios may be able to access and use it. Due to manufacturer differences outside of the defined P25 standard, not all manufacturer radio features may work with the System. Some radios may interact differently with the existing infrastructure and can potentially exhibit undesirable operational characteristics.

As a result, the following procedures must be followed:

- All manufacturer's radios must be tested and approved by the Lead Agency prior to being used on the System.
- A listing of tested and approved radio models will be maintained by the Lead Agency.

Operational Context

The System is dedicated primarily to public safety agencies, the agencies that support public safety and public utility and service agencies.

Protocol / Standard

The System utilizes the APCO Project 25 Phase 1 digital radio standard for the voice and control channels. The microwave radio system is a digital system that adheres to Telecommunications Industry Association (TIA) / Electronic Industry Alliance (EIA) standards.

4.2 Radio System Management

The Lead Agency is responsible for System administration and the day-to-day management, operation and oversight of the System and for the maintenance of this SOP. While their specific duties are not detailed in this document, their general duties include:

- Monitoring the System and components for normal operations.
- Diagnosing System performance, problems, and developing corrective action recommendations.
- Dispatching appropriate repair services in the event of a malfunction of System equipment.
- Managing the database elements, including subscriber IDs, talkgroup IDs, and the various parameters that relate to their effective operation.
- Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance or repair of the equipment.
- Serving as the point of contact (POC) with equipment manufacturers for issues related to the radio System.
- Providing timely information to System users on issues that arise, or repair/maintenance issues related to System equipment that would affect normal radio operations.
- Monitoring System databases for normal operations and conducting regular database backups.
- Programming of all subscriber radios and dispatch consoles with System access.
- Encryption management including managing and maintaining encryption keyloaders.

The Lead Agency makes decisions on issues related to the day-to-day operation of the System and addresses urgent or emergency operational, maintenance, or repair decisions.

An urgent or emergency situation is one where immediate decision authority is needed to allow the System as a whole, or any of the subsystem components, to continue supporting normal wide-area voice communications services. It is recognized that Lead Agency may have to obtain authorizations from the CCCS Governance Committee to make longer-term or non-emergency capital or repair expenditure decisions.

Due to the complexity and distributed administration and maintenance of the System, problems can typically occur when changes are made to hardware or software. In order to keep all System users informed of any updates, notifications will be sent to all dispatch centers and designated User Agency contacts when the following actions occur:

- Planned maintenance work is being performed on the System that will impact performance or System operations
- Equipment malfunctions or failures that affect System performance or operation
- Configuration changes in equipment or software by any user agency that may impact operations of any other agency

4.3 Network Management

Purpose or Objective

Defines the responsibilities for network management.

Technical Background

The System is comprised of, but not limited to, channel banks, hubs, switches, routers, servers, local area networks, and wide area network links connecting sites together. The network sites are interconnected by usage of microwave radio equipment, fiber, Ethernet or telecom T1 circuits. The radio network is monitored with network management tools provided by the equipment manufacturers and/or other vendors.

The radio System architecture is primarily constructed around the APCO Project 25 standard. The microwave system is composed of industry standard equipment, which also provides flexibility and a large variety of management and diagnostic tools.

The System network is complex. Unusual problems may be difficult to identify and resolve. System documentation shall be kept up to date or it will lose its value in supporting the System network.

The System is protected from all other agency data networks to manage the security and functionality of the System. If there is a connection to another data network, it shall be through a manufacturer specified and configured firewall, and approved by the Lead Agency.

Operational Context

The components of the System are considered as "owned" by the Partnership with responsibility for maintenance of the sites and equipment delegated to the Lead Agency by the authority of the 800 MHz CCCS Governance Committee and the 800 MHz CCCS Joint Agreement. Any required maintenance contractor agreements will be negotiated by the Lead Agency and presented to the 800 MHz CCCS Governance Committee for approval.

The backbone of the System is structured on an integrated network. Any infrastructure hardware and software upgrades or changes that may impact the System require reasonable discussion, approval and oversight by the Lead Agency, and the 800 MHz CCCS Governance Committee.

All maintenance work being scheduled that may affect System performance is preceded by reasonable and appropriate notification to the user agencies.

The configurations for each of the components of the System are documented primarily for the purpose of maintenance, but also affect future planning. The manufacturer provides the original 'as-built' documentation.

The other defined standards for maintenance, documentation, notification, changes, security, and training also pertain to the network portion of the System.

Procedure

The methods for performing detailed System operations are defined in the technical resource manuals and training documentation for the System. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request approved by the 800 MHz CCCS Governance Committee, the Lead Agency and County Counsel.

Management

The Lead Agency is responsible for managing the System network.

4.4 Advanced System Keys

Purpose or Objective

To outline the procedures for the production, and usage of both the Software and Advanced System Keys (ASK) for the System.

Technical Background

A system key allows for the programming of a radio for use on the System and is used to maintain System security. The System key keeps unauthorized units from gaining access to the System. Most radio equipment manufacturers provide a software based system key unique to each trunked radio system. The System key is required for a radio (subscriber unit) to be programmed so that the radio can be recognized by the System and the user can access the System.

Operational Context

The Lead Agency will maintain and safeguard all Master ASKs, regardless of manufacturer and is responsible for the production and issuing of all secondary keys to authorized users. Manufacturers' radios that do not require a system key will not be approved for operation on the System.

An agency using subscriber radios other than the System manufacturer (Motorola) must acquire and provide to the Lead Agency the manufacturer's Master ASK for the 800 MHz System and all necessary software and key hardware to program secondary keys as needed.

The safeguarding of these keys is paramount and should at all times be treated as restricted, public safety sensitive information with access closely guarded.

Management

The Lead Agency Director is responsible for maintaining the security of and access to the System keys.

4.5 Database Management

Purpose or Objective

Defines the aspects and assignment of responsibilities for managing the System's databases.

Technical Background

The management of the System and subsystem databases is assigned to Lead Agency staff with responsibility for the various aspects of the System operations.

The databases contain information for the System and subsystems defining the operational characteristics of:

- Subscriber Radios
- Radio Users
- Talkgroups
- Profiles for Radio Users and Talkgroups
- System portion of the fleet map programming
- System and Subsystem equipment operational parameters
- Security Group structures
- Login User accounts and privileges

The databases contain the operational personality of the entire System. Because of this critical function, the data must be properly managed for System functionality and archived regularly in case of data loss or corruption.

Operational Context

The System databases are partitioned to facilitate the distributed management of the data contained in them. The database management responsibilities of the Lead Agency include the following:

- The Lead Agency is responsible for maintaining and archiving copies of all radio codeplug data and System databases.
- Database backups are made once per week and are stored "off-site" on a backed-up server in the event of a disaster.
- Database restoration will be performed by trained technical staff and only in the event of System software reloading and version changes, System database corruption, or as defined in the Disaster Recovery Plan.
- Database restoration is performed when a non-critical condition exists and if approved by the Lead Agency Director.
- The Lead Agency notifies agencies of any database issues that adversely impact their normal operations.

Procedure

The methods for performing the database operations are defined in the manufacturer's technical resource manuals. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request to the Lead Agency.

The procedure for this standard is at the discretion of the Lead Agency.

Management

The Lead Agency is responsible for managing the data attributes and is responsible for backing up the System databases.

4.6 Subscriber Radio Inventory/Fleetmap

Purpose or Objective

Establishes the policy to ensure all radios activated on the System are properly accounted for, assigned, and managed.

Technical Background

Each radio operating on the System must be assigned a unique 7-digit IUID number allowing the radio to affiliate and communicate on the System. The System's controller provides individual access to the System for each assigned radio.

Operational Context

The Lead Agency manages the subscriber radio inventory and is responsible for assigning and tracking all IUID numbers. Each 7-digit IUID number can only be used with an individual radio and shall not be duplicated or "cloned" to another radio.

IUID management and subscriber radio inventory are critical to the operational integrity of the System. Accurate subscriber radio inventory is also important as this is the basis for the equitable distribution of the costs associated with System operations and maintenance.

Protocol / Standard

The Lead Agency is the only authorized source for IUID assignment and subscriber radio programming. The Lead Agency establishes and maintains the Fleetmap Inventory database and conducts annual inventory verification with each Partner Agency. This annual inventory is also provided to Lead Agency Financial for use in the various budget and billing calculations for Partner Agencies.

Management

The Lead Agency is responsible for IUID issuance and management of the subscriber radio inventory/Fleetmap.

4.7 Lost or Stolen Radio Notifications

Purpose or Objective

Establishes the policy to ensure the System's operational integrity and security by providing users with a procedure for reacting to incidents of missing, lost or stolen radio units.

Each agency shall develop internal guidelines for dealing with incidents of lost, stolen or missing radio equipment, to include notification to the Lead Agency.

Technical Background

The System's controller provides individual access to the System for each assigned radio. The controller provides the ability to disable the radio altogether with the 'inhibit' feature.

The target radio must be turned on and affiliated with the System for the actions to be processed. If the target radio is not active, the requested action can be put into the passive mode. When the target radio does attempt to affiliate with the System, the pending action is initiated.

Operational Context

All agencies are required to make immediate notification to the Lead Agency upon receiving information, notification, or recognition that an assigned radio is misplaced, lost or stolen. Delay in providing notification could result in unauthorized persons causing interference and/or receiving confidential information.

Protocol/Standard

The Lead Agency shall be immediately notified of the situation by a phone call and submission of a Lost/Stolen Radio Report Form.

The request to inhibit a lost/stolen radio must be specified on the Lost/Stolen Radio Report and must be accompanied by a copy of the Police report.

Lost and stolen radio information will be passed on to user agencies and local radio shops in case the radio is located or turned in.

The Lead Agency will invoice the agency for the replacement cost of the radio if owned by the Lead Agency (ie., a loan pool radio).

Management

The Lead Agency is responsible for managing this policy.

4.8 System Management Access

Purpose or Objective

Defines the types and areas of individual access to the management functions of the System.

Technical Background

Every login user of the System has a minimum of one login account and possibly more if multiple levels of access rights are needed for different purposes, such as administrative or general use. Every account can be individually set with the security and application rights needed to meet the needs of each user. All user account IDs shall be unique as the System's

databases do not permit the use of duplicate IDs. The user login aliases are limited to a specific length.

Operational Context

Personnel who log into the systems to use management applications and support tools are referred to as "Login Users". These are technical support staff such as the System Manager, administrators, technicians, etc. This is different that "Radio User" as referred to in other standards. Every user's login ID on the system is unique. Every login user of the System has a user ID that is only for that specific agency's or individual's use. Based on the types of access required an individual may need more than one login ID.

The types of access fall into the following areas:

- System Management
- Infrastructure Maintenance
- Subscriber Administration
- Dispatch Management
- Asset Management

The areas of access are based on the physical locations of the equipment and individual need.

Access to System, Network, and Asset Management terminals will be limited to Lead Agency staff and approved vendors.

Lead Agency may review personnel with System access at any time to ensure that only the appropriate levels of access have been granted based on their currently assigned business needs.

Protocol

Each Login User account must be requested from and approved by the Lead Agency Director. The account will be assigned a login name and access level based on the requirements of the request. Access will be immediately rescinded for any unauthorized actions or change of employment status.

Management

The Lead Agency is responsible for the creation of administrative accounts, designating the areas of access allowed for each account, and the review of access granted.

4.9 Requesting System Access

Purpose or Objective

To establish the procedure for an eligible agency to apply to participate on the 800 MHz CCCS.

Operational Context

The 800 MHz CCCS Governance Committee has determined the requirements and procedure for potential new applicants desiring access to the 800 MHz CCCS. Those procedures are documented in the 800 MHz CCCS Joint Agreement.

Management

The Lead Agency Director is responsible for managing the process of potential new System User applications in accordance with protocols established by the Governance Committee and documented in the 800 MHz CCCS Joint Agreement.

4.10 Alias List Standards**Purpose or Objective**

To establish a standard for the use of Subscriber alias for identifying radio users.

Operational Context

An alias is a common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 7-digit IUID number.

The Lead Agency does not maintain alias names for Partner Agencies.

Each Partner Agency shall maintain their own alias database and their alias names will only appear on their local dispatch consoles and subscriber radios.

Management

Each User Agency is responsible for establishing and maintaining any alias lists used by that agency.

4.11 Member Agency Operational Policy Changes**Purpose or Objective**

Defines a process to mitigate negative impact to this SOP, other Member Agencies or the overall operation of the System when Member Agencies make changes to their individual Agency operational policies.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards and determining protocols and procedures for optimal operations between and among the users of the System.

Member Agency operational policies must not be contrary to this established SOP nor should they knowingly impact other Member Agencies in a negative manner. There will be occasions or incidents that might result in the need for a Member Agency to make changes to their operational policies. Member Agencies must ensure that any change made to their internal operational policies harmonizes with the established SOP and fellow Member Agencies.

Protocol

Member Agencies are expected to understand the potential for their policies to impact other Agencies on an integrated communications system. As a result, any Member Agency planning to make changes to their operational policy must take into account the impact on the System. If the operational policy change is likely to have an impact on the System and/or on other

Member Agencies, or, if it is unknown whether the change will have such an impact, the Agency planning to make the change shall submit the planned policy change in writing to the Lead Agency for evaluation.

The Lead Agency will address Member Agency policy change notices with respect to their impact on the System and other Agencies. The Lead Agency will inform the Governance Committee Chair of the decision regarding the policy change if it is determined that the change will impact the System or other Member Agencies.

A written notice of any planned operational policy change submitted to the Lead Agency shall include:

- Description of the policy being changed
- Reason for the planned policy change (including the potential consequences if the request is not approved)
- Preliminary assessment of impact to other System users, and an estimate of any associated costs to implement the request

An assessment shall be conducted by the Lead Agency technical and management staff and shall address:

- Technical impact to the current and future System performance including which systems or subsystems are affected
- Operational impact including capacity impact to current and future System performance
- The degree of conformance with established policies and standards
- Cost impact to current participants
- Potential alternative solutions

The Lead Agency Director shall forward the completed assessment to the requesting Member Agency along with recommendations including ways to mitigate negative impact where applicable. If the assessment reveals a negative impact to the System or to other Member Agencies, the Lead Agency will advise the requesting Agency against enacting the change. The requesting Agency may appeal the decision to the Governance Committee for resolution if desired.

The Governance Committee shall then review the requested policy change and approve, deny or modify the request. If approved or modified, the Governance Committee shall set forth operational and/or financial responsibility as appropriate and notify all affected parties of the decision.

Management

The Lead Agency Director, acting on behalf of the Governance Committee, shall manage this process.

4.12 Infrastructure Equipment Standards

Purpose or Objective

Sets the minimum technical and performance standards for infrastructure equipment operating on or interfacing with the System and establishes a policy preventing premature obsolescence of the same.

Technical Background

The 800 MHz CCCS is an APCO P25 standards-based System constructed by Motorola Solutions, Inc. It consists of radio communications sites utilizing 800 MHz radio spectrum. The Master Site is located at the Loma Ridge Facility where the Lead Agency Radio Microwave Unit is collocated along with the County Emergency Operations Center and the OCSD PSAP/Dispatch Center. Microwave links between the Master Site and the radio sites utilize redundant methods in the construction of the System to provide for a public safety grade of service.

Vendors' equipment often utilizes different operating software and may interact differently with the existing infrastructure which can potentially exhibit undesirable operational characteristics.

It is also possible that new, untested radios, equipment and/or software can exhibit performance and functionality characteristics that are destructive to the performance, capacity and/or security of the System.

Operational Context

Participants desiring to connect or interface with the System any type of fixed equipment such as a radio or console product must receive approval from the Lead Agency. Prior to approval, the System manufacturer must prove equipment compatibility. All equipment must be installed in compliance with all rules, regulations and codes applicable to its operation and location. Industry accepted radio site installation and equipment grounding practices, such as R56 or approved equivalent in effect at the time of installation, shall be used.

Protocol

To ensure the reliability of the System, all infrastructure equipment directly interfaced with the System's core must maintain the same level of software revision.

Requests shall be submitted in writing to the Lead Agency signed by the requesting agency director or department head.

Procedure

The request shall provide an outline of plans the requesting agency has developed for equipment integration. The written request shall indicate the name and contact information for the person designated to lead the project.

The Lead Agency Director will review the request and make the final decision.

If a technical use plan is already in place, the agency shall submit the plan to the Lead Agency for review to ensure compliance and compatibility with CCCS policy, standards and procedures. If a technical use plan is not in place, Lead Agency shall assist the requesting agency in developing a plan. Costs associated with the development of a technical plan are borne by the requesting agency. When the plan is complete it is submitted to the Lead Agency Director, who shall review the plan for compliance and compatibility with CCCS policies and procedures.

Management

The Lead Agency is responsible for management of infrastructure equipment standards and integration.

4.13 Subscriber Equipment Standards**Purpose or Objective**

Sets the minimum technical and performance standards for subscriber radios operating on the System including:

- Establishing a policy to prevent premature obsolescence of subscriber radios.
- Establishing procedures for Lead Agency to measure, test, certify and publish a list of subscriber radios that are approved for use on the System.
- Ensuring that decommissioned subscriber radios are properly deprogrammed before disposal to prevent interference with public safety communications.

Technical Background

The System utilizes digital communication technology with the primary use being voice communications using the APCO P25 Phase 1 protocol with 9600-baud control channels.

Subscriber radios from various vendors often utilize different operating software providing a variety of services, features, functionality and performance to the users. Many of these radios interact differently with the infrastructure and can potentially exhibit undesirable operational characteristic. It is possible that untested radios and/or software can exhibit performance and/or functionality characteristics that are destructive to the overall performance, capacity and/or security of the System. Users are prohibited from using radios or accessories that may be destructive to the System.

Partner Agencies shall deliver any retired radio subscriber equipment to the Lead Agency for decommissioning and deprogramming. Decommissioned radios that are not properly deprogrammed could pose interference issues with public safety communications. Radios removed from the System for decommissioning purposes shall be deprogrammed so as to remove all System related information, ID's, and conventional channels, leaving only an idle frequency of 851.0000 MHz to prevent potential interference issues with public safety communications.

Management

The Lead Agency is responsible for maintaining all testing, managing radio equipment manufacturer initiated submittals, coordinating activities of the test team, and the proper deprogramming of subscriber radios. Any Agency purchasing new subscriber equipment is encouraged to work with the Lead Agency first to ensure the new equipment meets System standards and is properly equipped to operate on the System.

4.14 System Administrator Standards**Purpose or Objective**

Establishes the minimum training standards for System administration and staff. This ensures that System functionality and integrity are maintained by restricting System administrative functions to trained, qualified and authorized personnel only.

Protocol

The Lead Agency is responsible for maintaining System configuration databases for System or subsystem infrastructure, subscriber databases and console configuration databases.

4.15 Dispatch Center Personnel Training

Purpose or Objective

Establishes minimum training standards for the public-safety dispatch center personnel with access to System resources. This ensures that personnel performing communications dispatch operations are properly trained by the Lead Agency.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform dispatch functions using console equipment connected to the System core.

Protocol/Standard

Public safety dispatch center personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunk system patching and all established SOPs.

Other recommended training that each agency's communications center personnel should have include:

- COML.
- ICS courses 100, 200, 700.B, 800 or others as required by employing agency

Recommended Procedure

This policy does not contain specific training procedures or training modules.

Management

The communications / 9-1-1 center manager within each agency is responsible to ensure personnel with radio console access to resources on the System comply with the following:

- Public safety communications / 9-1-1 center personnel receive the appropriate training before accessing System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with features and functions of communications consoles in order to rapidly and effectively

communicate with public safety personnel and are able to identify and establish interoperability solutions when appropriate or directed.

- Only qualified personnel perform dispatch functions on System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with all applicable sections of the SOP.

4.16 Incident / Tactical Dispatcher Training

Purpose or Objective

Establishes minimum training standards for those performing incident or tactical dispatch functions with access to System resources. This ensures that System communications incident/tactical dispatcher operations are performed by properly trained dispatch personnel.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform incident/tactical dispatch functions.

Protocol or Standard

Incident/tactical dispatch personnel shall successfully complete appropriate training on the console system, mobile radios or control stations in the Mobile Command/Communications Units. Appropriate training shall, at a minimum, include formal training either by an incident/tactical dispatch trainer who has completed the training from a qualified instructor or by a qualified radio technical staff member familiar with the Mobile Command/Communications Unit's (MCU) operations.

Incident/tactical dispatch personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunked system patching, gateway and other communications equipment in the MCU as well as all established standard operating procedures.

Other recommended incident/tactical dispatcher training should include:

- COML.
- COMT.
- ICS courses 100, 200, 300, 400, 700.B, 800 or others as required by their employing agency.
- Any other developmental, technical or safety courses deemed necessary by employing agency.

Procedure

This policy does not contain specific training procedures or training modules.

Management

The Communications Center Manager within each agency is responsible to ensure personnel with access to MCU resources on the System comply with the following:

- Incident/tactical dispatch personnel or those acting in that capacity receive the appropriate training before accessing System resources.

- Incident/tactical dispatch personnel maintain familiarity with features and functions of MCU in order to rapidly and effectively communicate with public safety personnel and are also able to identify and establish interoperability solutions when appropriate or directed.
- Only qualified personnel perform incident/tactical dispatch functions on System resources.
- Incident/tactical dispatch personnel maintain familiarity with all applicable sections of the SOP.

4.17 Radio (Subscriber) User Training

Purpose or Objective

Establishes the minimum training standards for radio users, which ensures proper operation of radios on the System.

Operational Context

System functionality and integrity shall be maintained by ensuring that only trained personnel operate radio equipment.

Protocol/Standard

Radio users shall successfully complete appropriate training on assigned radios before being allowed to operate on the System. Appropriate training shall include formal training from a qualified instructor or approved media and, at a minimum, include the following:

- Radio users shall be trained on the technical operation of assigned radios. Training will be required biennial.
- Radio users shall be trained on how to operate the radio within the System along with any special features of the System they will use, e.g., emergency button, call alert, etc.
- Radio users shall be trained on and demonstrate proficiency with all applicable mutual aid and interoperable communications resources and standard operating procedures.
- Radio users shall maintain awareness of the mutual aid, interoperability channels or talkgroups in their radios, as well as how to navigate to them when necessary.
- User agencies will make an effort to conduct ongoing refresher training for radio users periodically following their initial training (e.g., build into in-service training, dispatch centers conduct random tests, roll call training, on-shift training, etc.).

Lead Agency staff assists user agencies in identifying training needs and implementing training programs to meet those needs. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Procedure

This SOP does not contain specific training procedures or training modules, however, Lead Agency staff assists with radio user training when requested.

Management

Each User Agency is responsible to ensure that:

- Personnel assigned radios shall receive the appropriate training with emphasis on awareness of and how to navigate to mutual aid and interoperability channels or talkgroups (initial and ongoing refresher training).
- Only trained and qualified personnel shall operate radio equipment.
- Radio users are familiar with sections of the SOP.

4.18 Interoperability and non-CCCS Radio Users

Purpose or Objective

Establishes the minimum training standards for radio users having access to interoperable resources of the System. This ensures the proper operation of radios on the System and safeguards against improper utilization of interoperability resources.

Operational Context

System functionality and operability is maintained by ensuring that only properly trained personnel use the interoperable resources on the System for mutual aid communications. If agencies do not have appropriate training, then communications failure or a degradation of the System resources may occur.

Protocol/Standard

Radio users shall have a demonstrated knowledge of Section 6 Interoperability Standards, and have successfully completed appropriate initial and ongoing refresher training including:

- User training emphasizing:
 - The use of interoperable channels and how to navigate their radio.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).
- Dispatch and supervisory training emphasizing:
 - The use of interoperable channels.
 - The use of patching and patch channels.
 - The use of cross band repeaters and gateway devices.
 - The use of RF control stations.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).

Radio users with access to interoperable channels must be familiar with all applicable mutual aid and interoperable requirements and procedures.

Procedure

This SOP does not contain specific training procedures or training modules.

Management

The Lead Agency will provide training materials upon request for initial training and ongoing refresher training. Additionally, as resources permit, the Lead Agency will assist user agencies

with developing plans and methods on incorporating ongoing radio refresher training into various activities for the most effective delivery to personnel. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Agencies requesting and/or using the interoperable talkgroups are responsible to ensure that:

- The use of mutual aid/interoperability channels and talkgroups is properly coordinated and approved through the Control One.
- Radio users successfully complete appropriate initial and on-going refresher training and demonstrate knowledge of proper communications procedures before being allowed to operate the interoperable resources.
- Radio users are familiar with all applicable interoperable sections of this manual.
- Radio users are familiar with all applicable mutual aid requirements and interoperable SOPs.

4.19 System Upgrade Notification

Purpose or Objective

Establishes notification procedure prior to major System upgrades.

Protocol/Standard

System software upgrades will be performed as needed contingent upon available funding and/or technical requirements. The Lead Agency will be responsible for ensuring that all System user agencies that may be impacted by the upgrade are notified by email and/or other written form.

Recommended Procedure

Planned upgrade procedures will be communicated to all System users as follows:

- At least 30 days prior to a planned major System upgrade that will cause a System or site outage, the Lead Agency will notify all System user agencies that may be impacted by the upgrade.
- The Lead Agency will send an email reminder to all potentially impacted System user agencies a week prior to the System upgrade.
- Control One will communicate upgrade instructions and status to all System users before, during and upon completion of the upgrade.

User agencies must notify the Lead Agency Director in writing if the planned upgrade dates will interfere with any major planned events.

Management

The Lead Agency is responsible for managing System upgrades and the necessary notifications associated with each upgrade.

4.20 In-building Coverage (Bi-Directional Amplifiers)

Purpose or Objective

Establishes policy on usage of Bi-Directional Amplifiers (BDA) and awareness of all locations utilizing BDAs for the purpose of mitigating interference issues.

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. BDAs are a device that aims to improve radio access within a confined space such as high-density buildings. Although the use of a BDA may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all BDAs will aid in quickly locating offending BDA equipment.

Protocol/Standard

It is not the intent for the Lead Agency or Governance Committee to approve or regulate BDAs. It is important for the Lead Agency to maintain a list of facilities that do have BDAs used with the System.

Any agency or department installing a BDA will provide the Lead Agency with the location of the device prior to installation if possible. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number.

It is the responsibility of the equipment/facility owner to comply with all requirements of the FCC, including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies installing BDAs will submit to the Lead Agency a list of locations where BDAs are installed that are supplementing the System. BDAs not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will maintain the list of BDAs supplementing the System. Each agency will maintain a list of BDAs within their jurisdiction along with contact information for the equipment/facility owner to allow access should the BDA interfere with the System.

4.21 Aircraft Radio Installations and Operation

Purpose or Objective

Sets the policy regarding aircraft subscriber radio installation, programming, and operation on the System.

Technical Background

Due to the elevated altitude of operation, aircraft radios have a greater coverage footprint. This allows a radio operated in the air to access sites as far away as 150 to 200 miles, while mobile radios operated in vehicles on the ground typically have ranges limited to 30 to 40 miles. Radios in aircraft operating with the System function slightly different than radios on the ground.

Due to the interference potential from the larger coverage footprint of aircraft operated radios, the FCC rules for operation of these radios limits the output power to help reduce interference, as frequency reuse is applicable in the CCCS and other radio systems.

Installation of aircraft mounted radios is governed by the Federal Aviation Administration (FAA) and permanent installations must be performed by FAA certified personnel.

Operational Context

Subscribers that acquire a large coverage footprint due to high altitude operations need to take into consideration potential interference due to frequency reuse in other systems. This could cause interference to their users. This interference could appear as an interruption, loss of communications, or as tailgating to other talkgroup transmissions on other sites.

Protocol/Standard

All permanently installed aircraft radios shall comply with the FCC 90.423 power output limitation of 10 watts, the Effective Radiated Power (ERP) being no more than 5 watts. Only unity gain antennas will be allowed.

Permanently mounted aircraft radios should be programmed with the following:

- BER threshold of 2.5%

For aircrews that are assigned portable radios, these portable radios should be programmed for the following:

- 2.5% or 2.9% BER threshold

These settings apply for both aircraft installed radios using remote mounted mobile or portable radios and Technisonic-type aircraft control panel mounted avionics packages using internal portable radios.

Procedures for landing zone areas where communications with ground personnel are conducted are recommended on a simplex, non-trunked, channel.

In addition to the SOP training requirement, training for users of aircraft radios shall include a description of the issues surrounding airborne operation of System radios including:

- Issues of potential interference to other systems due to frequency reuse;
- Personnel using portable radios in a limited capacity (observers, guests, etc.) and the potential for FAA and FCC rule violation, and interference.

Recommended Procedure

Installation and programming should be performed as outlined in this section. Operation of Aircraft landing zone coordination should be performed as outlined in this section. In-flight transmissions should be as brief as possible due to the potential interference.

Management

The Lead Agency Director will be responsible for the oversight and compliance of this standard. Due to the potential of interference issues to expand beyond a specific region or into another County, Lead Agency staff should also be notified if any interference is detected and is believed to have originated from a CCCS radio equipped aircraft.

4.22 In-building Coverage

Purpose or Objective

Establishes policy on the approval, usage and regulation of in-building coverage enhancement devices on System frequencies and the tracking of all locations utilizing these devices for the purpose of mitigating interference issues. In-building coverage systems include Emergency Responder Radio Communications Systems (ERRCS), Bi-Directional Amplifiers (BDA), and Distributed Antenna Systems (DAS).

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. In-building coverage devices aim to improve radio access within a confined space such as high-density buildings. Although the use of in-building coverage devices may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all in-building coverage devices will aid in quickly locating offending equipment.

Protocol/Standard

The Lead Agency must approve and regulate in-building coverage systems on frequencies licensed to the County of Orange. It is important for the Lead Agency to maintain a list of facilities that have in-building coverage devices used with the System.

Any agency or department planning to install an in-building coverage system will submit their plans to the Lead Agency as described in the current OCSD ERRCS Guidelines document. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number. The Lead Agency must review and approve operation of the installed in-building coverage system to ensure proper installation and operation and to mitigate any adverse effect on the System.

It is the responsibility of the equipment/facility owner to comply with all requirements of the National Fire Protection Association (NFPA), California Fire Code (CFC) and Federal Communications Commission (FCC) including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies planning to install an in-building coverage system shall contact the Lead Agency for guidance and to begin the approval process. All agencies shall submit to the Lead Agency a list of locations where BDA, DAS or other ERRCS systems are installed that are supplementing the System. In-building coverage devices not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will manage the In-Building Coverage policy and maintain the list of in-building devices supplementing the System. Each agency will maintain a list of in-building coverage devices within their jurisdiction along with contact information for the equipment/facility owner to allow access should the equipment interfere with the System.

5.0 CONFIGURATIONS AND ALLOCATION

5.1 Zone and Talkgroup Naming Standards

Purpose or Objective

A well-defined method of naming radio programming zones and talkgroups/channels aids in user interoperability by allowing all users to understand the designated use of individual talkgroups/channels and how to find those talkgroups/channels in their radio.

Operational Context

In addition to agency-specific zones and talkgroups, all System users have certain talkgroups/channels programmed into their radios that are common to all System users to allow for operational interoperability. The ability to quickly locate these common talkgroups/channels for interoperability requires a uniform programming methodology to place the talkgroups/channels in specific zones in all radio on the System.

Protocol/Standard

The Lead Agency, in conjunction with User Agencies, and with the authority of the Governance Committee has established the zone and talkgroup naming structure used by all System users. The zone/talkgroup/Channel names and radio template structure is provided in the Official Communications Handbook (Radio Code Book) for each System Discipline (Law, Fire, Lifeguard/Marine Safety, Public Works).

Requests for additional zones or talkgroups must be submitted to the Lead Agency for consideration and analysis as to their potential impact on the System.

Management

The Lead Agency shall maintain the Official Communications Handbook and associated records related to zone and talkgroup/channel naming.

5.2 Radio IUID Allocation

Purpose or Objective

Allocates radio Item Unit Identification number (IUID) ranges for the individual agencies. This allows the Lead Agency to manage the pool of IUIDs as radio users and console positions are configured. This simplifies the management of the IUIDs and provides an easier indication of what IUIDs belong to which agency in the event that a radio user alias is not available.

Technical Background

These IUIDs are the same IUIDs that users type in for call alert pages. Also, these are the IUIDs that are displayed on the subscriber radios if the "ID Display" feature is enabled. These IUIDs are also displayed at the console if the console alias feature is not available.

Operational Context

The Lead Agency will allocate radio IUID ranges to agencies based on the number of units the agency will have active on the System and will be shown on the master agency IUID list.

Protocol/Standard

Only radio IUIDs allocated to an individual agency can be used in the programming of that agency's radios and consoles. The Lead Agency is responsible for the programming of all radios on the System.

Procedure

The Lead Agency maintains the master list of IUID distribution and will allocate IUIDs to agencies based on each agency's radio count and need. If an agency requires additional IUIDs beyond the initial allocation, a request shall be made to the Lead Agency. The Lead Agency will evaluate the request and conduct an analysis to determine impact to the System. Upon completion of the analysis, the Lead Agency may approve or deny the request, or ask for additional information.

Management

The Lead Agency manages the IUID ranges for day-to-day activities, and manages the IUID ranges for reserve or future allocation.

5.3 Fleetmap Standards

Purpose or Objective

Defines the process used to document the Fleetmap information for the effective management of the System.

System Fleetmap configuration information is classified as 'Restricted Information' and is not released to the public.

Technical Background

The Fleetmap is parameter information programmed into the System infrastructure and into the subscriber radios to control how those radios perform on the System.

The Fleetmap spreadsheet is a documented matrix of the talkgroups in the System and the departments or agencies that use and control user access to these talkgroups. The Fleetmap contains the following information:

- Talkgroup Name – Name of the talkgroup as it is programmed into the System.
- Talkgroup Alias – Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display.
- Talkgroup ID – Numerical designation of the talkgroup in decimal and/or hexadecimal.
- Failsoft Channel – The System channel designated for the talkgroup when in the failsoft mode.
- Owner – The primary user agency with access control of the talkgroup.
- Priority – Priority level of the talkgroup.
- On Console – If the talkgroup is available as a console resource.
- Trunked Alternate – A talkgroup to be used when the user's primary system is unavailable.

Operational Context

The Lead Agency will establish and manage the Fleetmap database information for all users of the System.

Protocol/Standard

A detailed matrix is maintained by the Lead Agency on the System database. Each agency's radio representative maintains a Fleetmap spreadsheet containing data on their talkgroups and the users for whom they are responsible.

Procedure

If an individual agency desires to make updates and changes to their Fleetmap standards, the changes shall be requested through the Lead Agency.

- The Lead Agency will evaluate any requests for changes and conduct an analysis to determine its feasibility and impact on the System.
- The Lead Agency will decide if the request will be approved or denied and proceed accordingly with notification to the requesting agency.

The disclosure of the Fleetmap configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to sabotage and unauthorized access to the contents of confidential voice and data communications. Therefore, the master Fleetmap data shall be classified as 'Restricted Information' and is not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages the Fleetmap and System programming for all agencies.

5.4 Subscriber Template Management

Purpose of Objective

Defines the process that is used to document the radio subscriber template information for the effective management of the System. The System contains a large number of talkgroups to support the various agencies that subscribe to the System. Subscriber template configuration information is classified as 'Restricted Information' and is not released to the general public.

Technical Background

The subscriber template is parameter information programmed into the individual subscriber radios to control how those radios perform on the System.

An agency's subscriber template is developed and maintained by the Lead Agency with the input of each agency's radio representative. This is to ensure the agency gets the talkgroups, features, and functionality desired from the radios, while maintaining the overall functionality and integrity of the System.

The radio subscriber template is usually specific to a particular agency, but an agency can elect to have different versions of the template based on the department's needs and operations.

The templates normally contain the following information:

- Radio Configuration – Specific information related to a particular model of radio, including but not limited to: button assignment, display options, menu items, and other radio wide parameters.
- Conventional – Personality information that determines the radio's operation in the conventional mode such as frequencies, tones, and signaling options.
- Trunking – Identifies System and talkgroup specifics that the subscriber radio has access to, as well as System and unit-specific ID numbers relating to the radios operation.
- Scan – Defines the limits and lists of the subscriber radio's scan function, when equipped.
- Zone Assignment – Where talkgroups are combined into specifically labeled 'zones' within the radio that represent or reflect operations of a particular agency or operation. The zone designation reflects an acronym, which should easily identify the zone as belonging to a particular agency.

Operational Context

The Lead Agency creates and manages all subscriber templates to ensure uniformity and proper operation on the System.

Protocol/Standard

User Agencies may have multiple subscriber templates based upon their operational needs. The Lead Agency shall maintain a subscriber template spreadsheet for each of the agency's template versions.

The Lead Agency will work with each user agency to develop the subscriber templates for that agency. All subscriber template creation and modification shall be done by the Lead Agency. The Lead Agency shall maintain all associated documentation for each subscriber template.

Procedure

If individual agencies desire to make updates and/or changes to their subscriber templates, those change requests shall be submitted to the Lead Agency for review. The Lead Agency will approve or deny the request after reviewing impact to the System and other users. If approved, the costs for template change and subsequent reprogramming of subscriber radios will be borne by the requesting agency.

The disclosure of the subscriber template configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications. Therefore, the subscriber template spreadsheets shall be classified as 'Restricted Information' and are not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages all subscriber templates and programming for all agencies and maintains records of the process. Access is strictly controlled and is considered 'Restricted Information'.

5.5 Talkgroup Assignments

Purpose or Objective

Defines the assignment/usage of agency-specific, common and interoperable/mutual aid talkgroups and resources, and provides a standard so that the Lead Agency will have a firm guideline on allowing particular talkgroups programmed into radios.

Operational Context

Talkgroups are considered assigned by the agency for which the talkgroup was specifically created. The process for pre-defined sharing authorizations is explained in Section 5.6.

Recommended Protocol/Standard

There are three types of talkgroups that are programmed into the System:

- **Agency-Specific** – Created for, and controlled by, individual agencies for their day-to-day operations. These talkgroups cannot be accessed by other System users without express permission granted by the assigned agency. The process for obtaining this permission is outlined in Section 5.6.
- **Common Resources** – Talkgroups/channels created for common use among discipline specific agencies (law, fire, general) as needed. These talkgroups/channels are not controlled by any individual agency but are available for use by all Partner Agencies and are coordinated by the Control One.

- **Interoperable/Mutual Aid Resources** – These talkgroups/channels are established interoperable or mutual aid resources available to all System users based upon specific discipline (law, fire, general) and allow communications with non-CCCS System agencies as needed. These talkgroups/channels include the ability to be patched to non-800 MHz resources for greater interoperability. These talkgroups/channels are coordinated locally through the Control One.

Procedure

- The Lead Agency will control all talkgroup generation and access parameters. Agencies shall immediately notify the Lead Agency when changes to an agency-specific talkgroup are required or the talkgroup is no longer required.

Management

The Lead Agency is responsible for the management of the Talkgroup Ownership policy.

5.6 Talkgroup Sharing

Purpose or Objective

Defines how System Partner Agencies can permit other agencies to access to their agency-specific talkgroups.

Technical Background

Radios must be P25 compliant and compatible with the System. Refer to Section 4.13 of this SOP for additional details on subscriber equipment standards.

Operational Context

Partner agencies have the authority and control to define who is allowed access to their agency-specific talkgroups/channels. This process is accomplished with a formal written request to the Lead Agency from the requesting agency which is passed to the agency-specific talkgroup owner for approval. The request should include the specific talkgroup name desired and the intended purpose and potential users of the talkgroup.

Protocol/Standard

Agency-specific talkgroups/channels shall not be programmed into any other radios without the written permission from the controlling agency. Documented written approval letters shall be maintained by the Lead Agency for each talkgroup sharing agreement.

Procedure

The Lead Agency working with the talkgroup 'owner' will process the request and, upon approval, make the necessary modifications to the requesting agency template. The Lead Agency will maintain all supporting documentation regarding the requested change. All costs associated with the template change and reprogramming will be borne by the requesting agency.

Management

The Lead Agency is responsible for the management of this procedure.

5.7 Talkgroup and Radio User Priorities

Purpose or Objective

Establishes varying priority levels for talkgroups to assure the most critical talkgroups on the System are granted a channel as quickly as possible when the System is experiencing busy conditions.

Technical Background

The System priorities can be managed both at the radio user level and at the talkgroup level.

Operational Context

Priority levels in the System are managed at the talkgroup level. The goal is to distribute priorities across the System talkgroups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talkgroups with high priority.

5.9 Failsoft Assignments

Purpose or Objective

Creates and assigns System resources in a manner which maximizes System utility to users consistent with each user's mission and needs for radio communications during certain System failure situations.

Technical Background

When the System's main controllers detect certain failure conditions in the radio System, all available channels revert from a trunking mode into a conventional repeater type of operation that is given the term 'failsoft'. During failsoft, talkgroups are assigned to a specific radio channel (frequency) if so programmed, which allows the users to continue voice communication while repairs are made to the System.

There are a limited number of channels available in the System, which results in a number of talkgroups being combined on each channel while in failsoft. This requires the radio users to share those channels between numerous agencies. This congestion of radio traffic happens only during the failsoft condition.

If a talkgroup is not given a failsoft assignment, radios using that talkgroup will hear the low pitched 'out-of-range' tone when the System is in failsoft, and will not be able to communicate on that talkgroup.

Operational Context

The radio programming template failsoft assignments are configured to balance the ability for users to achieve an acceptable level of communications while maintaining the individual agency's privacy when possible. While in the failsoft condition, effected radios will display the

word 'FAILSOFT' on the radio display and emit a short high-pitched tone every 10-15 seconds to indicate to the user that normal trunked operation is unavailable.

Protocol/Standard

It is the policy of the Lead Agency to provide a failsoft assignment for every 'primary' talkgroup on the System to prevent loss of communications for users. Failsoft channel assignments are based on the needs of System users consistent with each user's mission and need for radio communications.

The Lead Agency makes determinations concerning Failsoft channel assignments.

During a Failsoft condition, dispatchers may need to announce instructions to radio users and remind them that operations may be combined among several agencies and to implement radio discipline to reduce radio traffic.

Management

The Lead Agency is the responsible authority for failsoft assignments and management. Agencies desiring additional information on failsoft assignments may request the information from the Lead Agency.

5.10 Scanning

Purpose or Objective

Identifies operational procedures and responsible authorities governing scanning System talkgroups.

Technical Background

The network infrastructure and subscriber units are configured to permit managed user scanning of talkgroups. Including a talkgroup in a non-priority scan list does not necessarily result in the user hearing traffic on that talkgroup. Talkgroups are only active if there is at least one user affiliated who has the talkgroup of interest as their selected channel.

Subscriber units can scan a talkgroup, a talkgroup in another zone, or another trunked radio system if compatible. An entire radio can be set up as receive only.

Operational Context

Scanning by multiple subscriber units can quickly overwhelm a trunked radio system creating system busies. As a result, scanning on the System has been limited to the Fire Services as a legacy feature allowing scanning of their Dispatch Talkgroup and primary tacticals.

Protocol/Standard

Before scanning and/or monitoring of System talkgroups is allowed, permission must be obtained from the Lead Agency and the agency 'owning' the talkgroup. Scanning must also be approved by the requestor's agency in their template design.

Scanning can only be enabled in the programming template by the Lead Agency.

Management

The Lead Agency is responsible for authorizing, programming and managing scanning in subscriber templates.

5.11 Emergency Button

Technical Background

The emergency button feature allows a radio user to send an emergency notification by pressing a button on the radio. The notifications audibly and visually alert dispatch console positions that have the initiating radio's talkgroup in their active configuration. Other subscriber radios on the same talkgroup also receive the emergency notification once the 'emergency' radio is keyed which will display the IUID (or alias if available) of the radio generating the emergency.

Emergency calls are also automatically assigned the highest priority available by the System controller and are the first available from the queue if the System is in a busy situation.

Operational Context

The orange button on a portable or mobile radio will be programmed with the emergency feature for all agencies. Each agency should establish their own policy on how this feature might be used, taking into consideration how it will impact the System and other users including the Control One. The emergency feature can be used to alert dispatch and other users of an emergency situation and simultaneously allow the activated radio to have priority over other subscriber radios on the same talkgroup.

Protocol/Standard

The use of the emergency button as an emergency signaling option shall be available to any agency on the System, subject to certain conditions and provisions including:

- Agencies must provide training to all users to ensure the safe and effective use of this feature. The Lead Agency can also provide training and training materials.
- It is the individual agency's responsibility to determine how an emergency alarm will be deployed for their operation and the subsequent response to the alarm.
- If a user is temporarily assigned a radio other than their normal issued equipment, it is essential that their designated monitoring point be made aware of the radio identification to cross-reference it to the correct user in the event an emergency button activation occurs.
- All agencies implementing the emergency feature shall have a plan in place to respond to emergency button activation.

All emergency button response plans must include the following:

- An established radio monitoring point with the necessary console hardware/software to receive, display and acknowledge the alert.
- Established monitoring point must be capable of identifying which radio user pushed the button and capable of responding to the user in need. (Dispatch Center or Control One)

- In the event that the monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use, and response, shall be in place among the agencies.
- Established monitoring points shall be available during any/all hours that personnel are using the System, or have an established after-hours arrangement with another monitoring point.
- No dispatcher shall clear an emergency without ascertaining what action is necessary to handle said emergency and taking the appropriate actions to do so.

Control One receives all emergency button activations and will contact originating radio user's agency for follow-up when activations occur on common/interoperable talkgroups that are not assigned specifically to the agency in question.

Management

The Lead Agency will manage the overall Emergency Button policy. Agencies desiring to use the emergency key function shall coordinate with agency resources that receive the emergency calls. The receiving agencies shall have an appropriate plan in place and documented as to the process to handle the emergency calls.

5.12 Encryption

Purpose or Objective

Establishes guidelines for the use of encryption on the System.

Technical Background

Encryption is an option on digital radio equipment that must be specially ordered and manually configured. System users may or may not be capable of encryption depending on their equipment configuration and operational needs. AES is the approved standard for encryption on the System.

Operational Context

The use of encryption in the System is strapped to the specific talkgroups determined by the System users to provide secure communications. Encryption is not a feature that can be enabled or defeated at the user level. Each talkgroup is pre-determined to be either encrypted or clear and is programmed as such in the subscriber template.

Radios transmitting with encryption cannot be heard by non-encrypted radios.

An encrypted talkgroup that is patched to a non-encrypted talkgroup or channel is no longer considered secure communications as the encrypted audio is decrypted when pushed over the patched non-encrypted talkgroup/channel. Likewise, audio fed to an internet streaming application will not be secure.

Protocol/Standard

Only the Lead Agency is authorized to program encryption into radios on the System.

Each agency shall determine if encryption will be used on its own agency-specific talkgroups.

Certain common/interoperable talkgroups allocated to specific disciplines such as law/fire will be encrypted in all System radios. Non-encrypted common/interoperable talkgroups will also be available to System users who do not have encrypted radios.

Care should be taken when assigning encrypted talkgroups to incident communications to ensure all applicable users have encrypted radios.

Management

The Lead Agency manages the encryption policy and the programming of encryption into all radios on the System.

6.0 INTEROPERABILITY STANDARDS

6.1 Interoperable Communications Requirements

Purpose or Objective

Establishes a minimum requirement for interoperable communications resources for all radios using the System.

Technical Background

For the purpose of this document, the terms 'mutual aid' and 'interoperability' will be used interchangeably. The term 'channel' will refer to a conventional resource.

The planners of the System recognized the need to make common interoperable talkgroups available to all subscribers primarily for interagency and incident command communications. Therefore, in addition to agency-specific talkgroups, the System also provides talkgroups that are common to like-disciplined agencies (law, fire, public works, lifeguard) as well as talkgroups that are available to all System users to provide interoperability between disciplines.

In addition to common System talkgroups, subscriber radios will also be programmed with local, state and national conventional interoperable channels. Most of these conventional interoperable channels are not encrypted but there are a few 700MHz encrypted channels available in encryption-capable radios.

Operational Context

Interoperable talkgroups & channels are used when there is a need to coordinate activities between different agencies and/or personnel assigned to work an event. Efforts should be made to utilize the lowest level of interoperable talkgroup/channel first if possible. For example, OC law agencies needing to coordinate with other law agencies should use the CCCS law interoperability talkgroups/channels before considering national level interoperable channels. If the coordination includes agencies that do not have access to the CCCS interoperable law talkgroups, statewide or national interoperable channels would be selected.

Additional information on the operational use of these interoperable talkgroups/channels can be found in the 'Official Communications Handbook' (Radio Code Book).

Protocol/Standard

All radios will be programmed to include the 'general use' interoperable talkgroups and channels located in specific zones in the radio template. These talkgroups and channels will be programmed into predetermined specific zones in all System radios to provide uniformity in programming for ease of locating the talkgroups/channels when needed.

Radio templates will also include discipline-specific interoperable talkgroups (ie. Orange, Gray, Black talkgroups for Law) in templates for all like-discipline agencies (law, fire, lifeguard, public works). These discipline-specific interoperable talkgroups/channels will be programmed into predetermined specific zones in all like-disciplined agency radios to provide uniformity in programming and ease of use.

Additional information on the location of these interoperable talkgroups/channels in the radio programming templates can be found in the 'Official Communications Handbook' (Radio Code Book) for each discipline.

Procedure

Coordination of all interoperable talkgroups and channels in Orange County is managed by the Control One. Any agency requiring interoperable talkgroups or channels should contact Control One for assistance with selecting and reserving these resources to meet their needs.

Management

The Lead Agency is responsible for managing this policy and ensuring interoperable channels are available and operational.

The Countywide Coordinated Communication Center (Control One) is responsible for managing the assignment and use of the interoperable talkgroups and channels in Orange County.

6.2 Radio Console Patching of Talkgroups/Channels**Purpose or Objective**

Establishes policy for use of a console patch between System talkgroups and/or other resources on the dispatch console.

Technical Background

Most public safety communications/9-1-1 centers have the capability to initiate a console patch but patches that include a common System resource shall be accomplished on a console at Control One. Console patches can be established between multiple System talkgroups and/or between a System Talkgroup and a non-System resource. The resources can be conventional or trunked but must be an existing radio resource on the dispatch console.

Patches can be established without a radio dispatch console by using a deployable audio gateway, such as an ACU-1000. Approval is required prior to creating any patch. A talkgroup can only be in one patch at a time. A conventional channel can only be in one patch at a time.

Great care must be used in deciding what talkgroups and other resources can be patched together as a patch can have an unexpected consequential impact on other System resources.

The patch shall be monitored for continued coordination through Incident Command and/or dispatch personnel.

Operational Context

Console Patches should only be used when there is an operational need for communications between personnel that cannot be accomplished using common communications resources. Use of conventional resources in a patch must be in compliance with the rules governing mutual aid channel usage. Console patching will only be permitted when approved by agency Watch Commander/Incident Commander and after notification to the Control One supervisor.

A patch involving agency-specific talkgroups/channels can be initiated on the local agency's console with approval by that agency's Watch Commander.

Any patch involving a common System resource should be initiated by Control One.

Protocol/Standard

Each agency must develop written console patch and/or gateway device patch procedures addressing their unique operation and resource capabilities. These procedures shall be consistent with this policy. All communications center personnel shall receive initial and continuing training on the use of this procedure.

Procedure

When an incident requires interagency coordination that is not available on a common talkgroup or channel, a request for a patch can be initiated. If the desired resource to be patched is a local agency resource and their agency-specific talkgroup/channel, the requesting agency can initiate the patch on their local console with their Watch Commander's approval and notification to Control One.

If the desired resource to be patched is a common System resource, the patch request must be directed to Control One after obtaining local agency Watch Commander approval. Control One will then initiate the patch from their console.

Before initiating a System patch, check to make sure the radio resource being patched is not already being used by another agency.

Radio console patches shall be used only if other suitable means for interagency communicating are unavailable or insufficient.

Any time a console patch has been established, someone in the requesting agency's communications center must continually monitor the patch to address and mitigate communications problems.

Management

The Lead Agency is responsible for managing this policy. All agencies electing to use console patching are responsible for establishing and managing internal patch procedures and complying with this policy.

6.3 Use of the Statewide and National Interoperability Channels

Purpose or Objective

Defines the procedures for the use of the conventional Statewide and National interoperable radio channels for communications between radio users of disparate radio systems and/or different frequency bands.

Technical Background

The FCC has designated certain VHF, UHF, 700 MHz & 800 MHz frequency pairs to be used exclusively for conventional interoperable communications between public safety radio users. Each frequency band includes a calling/hailing channel to be used in contacting the coordination center for the local operational area. Additionally, each frequency band includes channels for tactical operations in both repeater and direct "talkaround" modes. In the Orange County Operational Area, these channels are coordinated by the Control One.

All CCCS Partner Agency radios include many of the 700 MHz and 800 MHz interoperability channels in their standard radio programming template. Additional information on these channels, including channel names and general use, can be found in the discipline specific Orange County Official Communications Handbook (Radio Code Book) available to Partner Agencies through the Lead Agency.

The Lead Agency also maintains repeater systems with Interoperable channels in the VHF and UHF frequency bands which are available to CCCS Partner Agency users through a gateway patch on the Control One radio console. This allows CCCS radio users to be patched to a non-800 MHz radio system for interoperable communications with the users of that system.

Operational Context

These designated interoperable communications resources can be used for day-to-day interagency coordination, for urgent or emergency mutual aid situations, and/or for other purposes where coordination between radio users on separate 800 MHz radio systems or non-800 MHz radio systems must communicate to perform assigned duties.

These channels shall not be used for regular communications between radio users with full access to the CCCS, except when authorized and assigned by Incident Command.

Protocol/Standard

The 700 MHz and 800 MHz interoperability channels are programmed into the radio template of all CCCS subscriber radios. These channels may be used when traveling outside the coverage area of the CCCS System and are used to communicate with another 800 MHz radio system with base and/or mobile radios on those channels.

Control One shall monitor the interoperability hailing/calling channels at all times.

Procedure

When an incident requires the use of a Statewide or National 700 MHz or 800 MHz interoperability resource, the requesting unit or agency will contact Control One to request the assignment of an interoperable tactical channel. Control One will assign an appropriate channel and monitor for any issues.

When an incident requires the use of a Statewide or National VHF or UHF interoperability resource, the requesting unit or agency will contact Control One to request the assignment of a tactical radio channel in the appropriate frequency band. Control One will initiate a patch between the requested VHF or UHF resource and the 800 MHz talkgroup/channel used in the patch.

Control One shall monitor all interoperability hailing/calling channels 24/7 to provide immediate assistance when requested.

Management

The Lead Agency will manage this policy and the coordination and maintenance of interoperable radio resources in Orange County.

CCCS agencies are responsible for providing training to their personnel on the proper use of these Statewide and National Interoperable communications resources.

6.4 Control Station Usage on Interoperability Channels

Purpose or Objective

Establishes procedures for the use of control stations for gateway patching.

Technical Background

A control station is a radio that is set up like a portable or mobile radio, typically with a limited number of talkgroups or conventional radio channels. It can be connected to a radio console or used stand alone.

A control station can function on only one talkgroup or conventional channel at a time.

Use of a control station with a radio console to patch System resources can have a wide area impact. This type of patch can be easily accomplished, but may take up multiple trunked radio channels, causing the System to experience busies or possibly create radio interference. Control station usage must comply with parameters listed on the agency's FCC license.

Operational Context

There are a number of uses for control stations including:

- Installed at an agency that does not have a dispatch console to communicate with a conventional repeater or trunked radio system.
- Connected to a dispatch console at a communications center.

- Installed in a Mobile Communications Unit/Vehicle.
- Installed at an Incident Communications Center or Command Post.

Protocol/Standard

Radio control stations are permissible in the following circumstances:

- Connected to a radio console to be used to access the System by non-System user agencies for interoperability purposes.
- Installed in a MCU/MCV.
- Installed temporarily in an Incident Communications Center or Command Post.
- Connected to a radio console to be used to access the System by user agencies for interoperability purposes.
- Used with an audio logger to record transmitted or received audio.

All communications personnel performing the dispatch function shall be trained on the usage and constraints of the control station. They should receive continued training to maintain proficiency and understanding of the procedures.

A radio technician, COMT or other authorized person shall be involved in the configuration, installation and testing of control stations, whether a temporary or permanent installation.

Limitations

- Control stations should not be used to patch a System talkgroup to another System talkgroup except when approved by the Communications Center Supervisor and the Control One Supervisor.
- Control station antennas must not exceed 20' in height. If an antenna requires more height than 20' to access the System or mutual aid repeater, then a FCC license is required.
- No control station antenna may exceed 200' in height.
- Control stations should use Yagi (directional) antennas when possible.
- Antennas should use the lowest gain possible.
- Control station power should be kept as low as possible.

Procedure

Any agency wanting to use one or more control stations at the same location is only permitted to use that configuration if the design is compliant with this SOP. The process for obtaining permission is to submit a written request for control station usage to the Lead Agency Director.

- The request shall describe the location, desired talkgroups/channels, antenna height, power, antenna type, antenna gain and feed line type of each control station.
- The Lead Agency may approve, deny or request modifications to the request.

Management

The Lead Agency will manage this policy.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of control stations for gateway patching.

6.5 Required Monitoring of Interoperability Channels

Purpose or Objective

Establishes procedures for monitoring mutual aid/interoperability channels at communications centers and command posts.

Operational Context

Monitoring of mutual aid channels is imperative for the benefit of users needing assistance. Many channels have been identified to use for interoperability but not all of them will be monitored when not in use. Due to the fact that these Statewide and National interoperable channels do not belong to any one agency, there is no channel 'owner' monitoring them. As a result, a designated monitoring center should be established in each Operational Area.

Protocol/Standard

Control One is the designated monitoring center in Orange County for all Statewide and National interoperability calling/hailing channels available. Control One will monitor and respond to any unit requesting assistance on the calling/hailing channel and assign an appropriate tactical channel as necessary.

Dispatch Centers are responsible for monitoring any Statewide or National Interoperable channel assigned to them for an incident. The local Dispatch Center will monitor and respond to any communications traffic on the assigned interoperable channel until the completion of the incident.

Once the incident has been terminated and the interoperable resource is no longer needed, the Dispatch Center will notify Control One and release their responsibility for monitoring the tactical channel.

Management

The Lead Agency will manage this policy. The Emergency Communications Coordinator will work with Control One to identify specific interoperable channels to be monitored 24/7 by Control One.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of Statewide and National interoperability resources.

7.0 MAINTENANCE RESPONSIBILITIES

7.1 System Maintenance

Purpose or Objective

Defines the System maintenance responsibilities and roles. The maintenance levels for the 800 MHz Radio System and its subsystems shall be set to a standard to protect the overall functionality and integrity of the System for all users.

Operational Context

The 800 MHz CCCS System is a complex network of radio sites and equipment that require highly trained engineering and technical personnel to constantly monitor the System and intervene as required to prevent System failure and quickly restore the System should any equipment experience failure. The CCCS Governance Committee has designated the Lead Agency as the primary agency responsible for the maintenance of the System. Agreements between the Lead Agency and maintenance contractors are at the Lead Agency's discretion, but the Lead Agency is ultimately responsible for the System maintenance.

Recommended Procedure

Any maintenance issues affecting the System will be addressed and resolved by the Lead Agency. The Lead Agency may, at its discretion, involve contract vendors in the process as necessary.

For emergency and urgent repairs, the Lead Agency may request and expect cooperation from support resources (e.g. – support staff and/or parts) from other agencies to restore equipment/systems to normal operation.

For day-to-day maintenance, the Lead Agency or its contract vendor shall maintain the equipment.

Repair of any equipment not normally maintained by the Lead Agency requires the notification and consent of the owning agency.

The Lead Agency and/or their contracted service providers are responsible for:

- FAA registrations, FCC ASR registrations and FCC licenses, ensuring that equipment is properly licensed and copies of the licenses are posted at the sites as required by regulations.
- Maintaining equipment within the limits of County of Orange FCC licenses.
- Notifying the responsible personnel of equipment and location issues that require attention.
- Managing the inventory of the radio subscriber and infrastructure equipment.
- Ensuring that equipment at the tower sites that is not part of the System inventory shall be clearly labeled to indicate agency ownership.
- Routine equipment maintenance logs are kept at the sites.
- Maintaining current copies of all as-built documentation at each site and at the Lead Agency office. Lead Agency is responsible for ensuring the accuracy of all as-built data related to the infrastructure equipment and any changes shall be immediately documented. Lead Agency shall distribute the updated information as required.
- Coordinating, implementing and/or overseeing configuration changes affecting the System infrastructure.

- Any work being scheduled affecting the System and/or subsystems performance and reasonable notification to the System's users of same.
- Ensuring all technicians assigned to work on System equipment have successfully completed appropriate training on the equipment. Training requirements are referenced in the training section of the SOP.
- Following a preventive maintenance plan as defined in the preventative maintenance section of the manufacturers' manuals.
- Maintaining a list of the qualifications and contact information of technical staff in the event of an emergency.
- Maintaining a list of the available spare parts/equipment pertaining to the System and subsystems.
- Ensuring any equipment upgrades or changes affecting normal operations of the System are discussed and approved by the Governance Committee.
- Determining how critical an equipment failure is operationally, determining the appropriate action, and escalating or de-escalating the repair process as needed.

Management

The Lead Agency is responsible for managing the maintenance of the System equipment and sites and managing the repair responsibilities in emergency situations.

7.3 Maintenance / Repair Notifications

Purpose or Objective

Defines the procedure for notifications of scheduled and unanticipated maintenance activities having an impact on normal System operations, System interruptions, and System outages.

It is the policy of the Lead Agency to provide guidelines for user notifications for any maintenance actions having a potential for System interruptions.

Technical Background

Typically, equipment functionality can change when hardware and software configuration alterations or other maintenance activities are performed. Advanced notification of planned maintenance activities that impact the normal operation of the System allows user agencies and subscribers to make preparations as needed. Notification will also be made to user agencies when a catastrophic failure happens.

If the notification process is difficult and lengthy, it can become a barrier to making notification to user agencies.

Failure to make proper notification to user agencies can result in unneeded confusion, disruption or loss of public safety communications, and possible compromise of any special operations communications.

Operational Context

Affected agencies shall be notified of maintenance activities that impact their subscribers on the System. Agency notification of radio maintenance activities to their individual subscribers is at the discretion of the user agency's designated representative.

Protocol / Standard

The Lead Agency is responsible for monitoring the System on a 24-hour basis, through various methods including on-site staff in the System Watch unit. Maintenance activities, planned or unplanned, that could impact the subscribers usage of the System requires notification to the affected agency's radio representatives.

In the event of planned maintenance, all efforts should be made to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talkgroups or channels.

Procedure

A reasonable advance notice shall precede planned maintenance activities that affect the agencies using the System. The notification methods shall be by phone, e-mail, radio, or any combination of the same. The notification will consist of:

- The type of planned maintenance activity.
- When the maintenance will be conducted.
- The amount of time anticipated to complete the activity.
- The anticipated impact to the System and subsystems.

If a known activity has a significant operational impact upon any specific agency, a confirmation of receipt of notification shall be obtained. It is the responsibility of the Lead Agency to ensure that all affected users are notified will in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

Prior to commencing the maintenance operation, personnel from the Lead Agency shall coordinate with Control One to contact each affected dispatch center's supervisor for a last minute situational briefing.

Once maintenance operations begin, if dispatch operations recognize a need to terminate the operation, or if unexpected problems occur, a communications supervisor must call Control One to have the technical staff notified of the situation.

Unanticipated maintenance or equipment failures affect the agencies on the System and require notification to the affected agency's radio representative.

Upon notification of an equipment outage, Lead Agency technical staff is expected to:

- Determine the impact of the impairment to the operation of the System. A minor failure is something that either does not affect or minimally affects user functionality. A major failure is something that seriously affects or risks user functionality of the System.

- Determine if there are internal or external factors that alter the priority of System impairment, such as weather, subscriber loading unique public safety activities or impending events, etc.
- Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair. The determination is at the discretion of the Lead Agency, and shall be based on internal System functionality and external subscriber needs.
- Determine if additional external resources are required.

Once the operation or repairs are complete, Lead Agency personnel shall contact Control One for an update and user feedback.

When requested by the Governance Committee, the details of the recovery processes may be reviewed for improvements.

Management

The Lead Agency is responsible for maintaining this policy and ensuring representatives from all affected agencies are notified as appropriate. Each agency's radio representatives are responsible for notifications within their respective agencies.

7.4 System Coverage

Purpose or Objective

Establishes the requirements for regular outdoor testing and verification of System signal quality and coverage.

Technical Background

Signal coverage of the System fluctuates constantly and is influenced by many conditions including but not limited to:

- Terrain.
- Weather.
- Vegetation.
- Building Construction.
- Equipment Condition.
- Location.

Regular sampling of signal quality and strength at pre-designated locations will help to confirm adequate coverage, or if a problem might have developed in certain locations due to changes in one of the above conditions.

Operational Context

Periodic coverage testing is a critical component of System operation and maintenance, and will continue toward identifying and mitigating any signal coverage issues, including any potential effects of new building construction and development.

Protocol / Standard

Lead Agency staff performs comprehensive signal coverage test to evaluate the System's signal strength and quality across the service area. The locations and number of individual test points shall be based on the area's building density and known areas of poor coverage.

The results of each test will be compared to previous results and monitored for signal degradation. Test results will be stored on a shared data server for historical comparisons.

Management

The Lead Agency Director oversees the process, evaluates the results, develops remediation strategies, and reports significant findings to the Governance Committee.

7.5 Repair Parts Inventory**Purpose or Objective**

Establishes an inventory control procedure for infrastructure and subscriber repair parts.

It is the policy of the Lead Agency to ensure that planning is in place and available resources identified to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency will maintain an inventory of spare parts for regular repairs to the System and subscriber radios.

Protocol / Standard

The spare parts inventory for infrastructure and subscriber units shall be kept at Lead Agency facilities for ready access when needed.

Management

The Lead Agency maintains and manages the repair parts inventory.

7.6 Disaster Recovery**Purpose or Objective**

Establishes the minimum requirements for a System disaster recovery plan.

It is the policy of the Governance Committee and Lead Agency to ensure that planning is in place and resources identified and available to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency personnel will maintain a comprehensive plan for restoration of the System during times of disaster. If the Operational Area EOC is activated, the Emergency Communications

Coordinator (ECC) must be notified of any System problem so that it can be logged into WebEOC.

Management

The Lead Agency maintains and manages the Disaster Recovery Plan.

8.0 SITE AND SYSTEM SECURITY

8.1 Site Security

Purpose or Objective

Establishes the minimum requirement to provide site security and protect the integrity of the System's radio towers equipment shelters and equipment.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Operational Context

The physical security of equipment, facilities, and structures making up the core of the radio System infrastructure is paramount to the reliability and availability of communications carried on the System. Each site is within a fenced, gated and locked compound, with shelter entry monitored and reported to a central monitoring point. A remote controlled camera systems are installed and monitored for any unauthorized entry or security concerns.

Protocol / Standard

Access to the sites are tightly controlled and entry to those sites is granted only to those personnel with proper authorization from the Lead Agency. All personnel requiring site access must be accompanied by Lead Agency staff. Unaccompanied access to any System site is not authorized. Entry alarms for the remote sites are received at Systems Watch and sent immediately to Lead Agency technical support staff.

Procedure

Notification to Lead Agency Technical staff and Systems Watch is required of all agencies and vendors prior to gaining site access. Any person requiring access to the tower sites for any reason shall have full clearance from the Lead Agency and be accompanied and monitored by Lead Agency personnel while on site. Law enforcement personnel will be immediately notified and dispatched to any site with unexpected or unexplained alarms or unidentified personnel viewed remotely from the camera systems.

Any agency or vendor requiring access to any tower site or equipment location shall make immediate notification to the Lead Agency of urgent issues such as discharged employees or cancelled contracts.

When a site has been vandalized or broken into, the jurisdictional law enforcement agency should be notified. The person who discovers the event has the responsibility to preserve the crime scene and not contaminate it. He/she should have Systems Watch log the time when the event was discovered and any other pertinent information relating to the site/scene. Systems Watch should notify the appropriate local law enforcement agency as well as the Orange County Sheriff's Department Watch Commander and Control One. Other agencies may be notified if they own equipment at the site. Lead Agency will notify all affected agencies as soon as possible.

When the site is off the air due to a crime, the technician should refrain from making entry unless permission has been given by the Lead Agency Director due to extreme circumstances taking place that requires coverage from the site.

If a radio technician should arrive at a site and an unauthorized vehicle or person is on the property, they should back off, notify Systems Watch and call 911. The technician should give the 911 call taker the street address and advise them of the situation. If there is no cell service on site, the technician should radio the information to Systems Watch and request law enforcement response. Systems Watch personnel should immediately contact the appropriate law enforcement agency to request response. Systems Watch personnel will also notify Lead Agency supervisors and management. At no time should the technician put themselves at risk of harm.

If a technician has to respond to a vandalized remote site after normal business hours, it is recommended for safety reasons that a minimum of two persons respond to the site. Law enforcement may be requested to go to the site with the technician.

Management

The Lead Agency Director is responsible for managing this procedure.

8.2 Network Operational Security

Purpose or Objective

Establishes the specific security measures for System and subsystem equipment and to define site security policy.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Protocol / Standard

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.

Technical information that can compromise System security is considered 'Restricted Information'.

The System's network is protected from other data networks by isolation or by using System manufacturer specified and configured firewall with the approval of the Lead Agency.

All remote access points to the System are kept secure and are coordinated with the Lead Agency.

Passwords protect the System and subsystem equipment for the purpose of preventing unauthorized access to equipment. The Lead Agency issues and manages the passwords.

User login accounts are protected with passwords providing an appropriate level of protection. If a password is suspected of being compromised, it must be immediately updated or the user account will be disabled pending resolution.

External devices (computers, modems, routers, data storage, etc.) shall not be connected to the System network, computers, or consoles without the approval of the Lead Agency Director. Any such device must also be supplied, supported, and maintained by the user Agency's Information Technology department or service provider to ensure the most current device security software and virus protection is in place.

At no time will any personally owned device be connected to any port or connector on the System. Any such action may result in the immediate revocation of access privileges for the offender and/or agency.

It is recommended that computers used for programming or maintenance not be connected to the internet to help reduce possibility of virus infection.

A 'Group Policy' shall be implemented on the System to prevent the use of external USB ports on all dispatch consoles.

Procedure

All agencies, contractors, and personnel that require access to Lead Agency controlled sites, equipment or networks must pass a comprehensive background check before access is allowed and must be accompanied by Lead Agency staff while on site.

Violations of System security policy or procedures may jeopardize the System and result in the loss of a technician's, agency's or vendor's privileges to access the System.

System documentation is classified as 'Restricted Information'.

Management

The Lead Agency Director is responsible for the network, equipment, and site security of the System.

8.3 Software, Firmware and Document Security

Purpose or Objective

Establishes the minimum security measures and procedures to protect the integrity of the System software and programming.

Technical Background

The documentation, service and technical manuals, databases, spreadsheets and software of the System contain critical operational and technical information that could compromise the System if obtained by unauthorized personnel and is classified as 'Restricted Information'.

Operational Context

The documentation and software of the System changes as the System evolves. Those changes and revision must be documented and maintained in a central location for quick and easy access for the technical support staff.

Protocol Standard

In the best interest of public safety, all documentation, service and technical manuals, databases, spreadsheets and software of the System are considered 'Restricted Information'.

Software relating to the programming of any System component shall only be installed on authorized government owned computers or Lead Agency authorized contractors' computers.

Procedure

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency Director. These items will only be shared with those who require knowledge of it for operational purposes. This information is not available to anyone outside of the Lead Agency. An exception may be made with a formal written request and approval from the Governance Committee. This information is not to be released to any personnel who do not have a legitimate and appropriate need for it.

Management

The Lead Agency Director is responsible for managing this procedure.

9.0 APPENDIX

9.1 Lead Agency Contact Information

Normal Working Hours – Monday-Friday 7:30AM – 4:30PM

Customer Service – 714-704-7999

- Radio repair request
- Radio programming request
- Radio/accessories purchase request
- Dispatch console repair request

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio deactivation
- Radio transmission history/statistics

After Normal Working Hours

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio System coverage issues
- Emergency radio repair requests
- Emergency dispatch console repair requests

Control One – 714-834-7008

- Operational issues
- Request restricted talkgroup assignment
- Interoperability assistance
- Emergency radio or console repair requests

Physical Address:OCSD/Technology Division – Administration & Radio Repair

840 N. Eckhoff St.
Suite 104
Orange, CA 92868

9.2 Glossary – Definitions and Acronyms

Item/Acronym	Definition
700MHz	For Public Safety LMR, digital P25 voice radio channels between 769/775 MHz and 799/805 MHz. Channels have 30 MHz separation between Tx & Rx when repeated. FCC designated low power channels can be used analog voice.
7CALL / 7TAC	Nationwide 700 MHz Calling and Tactical channels
800MHz	For Public Safety LMR, analog or digital voice or data radio channels between 806/816 and 851/860 MHz. Channels have 45 MHz separation between Tx & Rx when repeated.
8CALL / 8TAC	Nationwide 800 MHz Calling and Tactical channels
ACU-1000	An audio gateway device capable of connecting disparate radio systems, channels, or talkgroups together during on-scene operations, similar to a console patch between talkgroups
AES	Advanced Encryption Standard
Alias	A common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 6 digit ID number
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials
APCO P25	A public-safety digital radio standard

Item/Acronym	Definition
ASK	Advanced System Key
BDA	Bi-Directional Amplifier, relays radio signals into and out of a building
BER	Bit Error Rate
CCCS	Countywide Coordinated Communications System
Channel	A pair of frequencies, transmit and receive, that are used for a single communications path
Channel Bank	A device that combines multiple data and/or audio inputs into TDMA format so that it can be transmitted over microwave or T1 circuit and shared between transmitter sites
Code plug	The file containing a specific radio's programming parameters
COMC	Communications Coordinator
COML	Communications Unit Leader
COMT	Incident Communications Technician
Console Patching	Ability to connect channels via dispatch consoles
Consolette	A mobile radio mounted into a case with power supply and converted for desk-top use
Control Station	An installed radio unit, sometimes a mobile radio, normally found at a desk or common work area indoors or directly connected to a console or other fixed transmitting location
DAS	Distributed Antenna System, relays radio signals into and out of a building
Digital radio	Digital radios turns sound (by signal processing) into patterns of digits (numbers) rather than the radio waves which are used for analog transmissions.
Dispatch Console	A fixed radio operator position with multiple radio resources and features that can access any subset of talkgroups and/or conventional channels
ECC	Emergency Communications Coordinator
EIA	Electronic Industry Alliance
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
Fixed	Radio equipment that is installed at a radio site or dispatch center
Fleetmap	The master spreadsheet plan of the talkgroups, zones, Failsoft assignments, alias information and other pertinent System and radio programming
FM	Frequency Modulation
Gateway	A device that allows two or more radio or voice devices to be connected together
IAP	Incident Action Plan

Item/Acronym	Definition
IC	Incident Command
ICALL	Calling Channel for ITAC
ICC	Incident Communications Center
ICP	Incident Command Post
ICS	Incident Command System
ICS 205	Incident Radio Communications Plan
ICS 217	Communications Resource Availability Worksheet
ID	Identification
Infrastructure	All of the fixed electrical and mechanical equipment, towers and building structures, generators, transmitters, controllers, antennas, microwave and ancillary equipment that comprise the operational backbone of the radio System
Inter-agency	Located or occurring between two or more agencies
Interoperability	The ability of Public Safety responders to share information via voice and data communications systems on demand, in real time, when needed, and as authorized.
Interoperable	Ability of a system to use the parts or equipment of another system
ITAC	Conventional mutual aid channel 800 Mhz
ITS	Information Technology Services
IUID	Item Unit Identification number is a unique number assigned to each individual subscriber radio authorized to have access to the System.
Lead Agency	Agency primarily responsible for maintenance, management, operation and enhancement of the CCCS System. The CCCS Governance Committee has designated the Orange County Sheriff Department Technology Division as the Lead Agency.
LMR	Land Mobile Radio
Logging	The act of recording radio conversations for replay as required
MCC	Mobile Communicaiton Center
MCU	Mobile Communications Unit
MCV	Mobile Communications Vehicle
MHz	Abbreviation for megahertz. 5 MHz = 5,000,000 Hz or 5,000 kHz. A unit of measure for the number of times a frequency makes one complete cycle in one second
Mission Critical	For mission critical applications, users have an expectation of "immediate" communication with their dispatch or command center and little to no end-to-end audio delays.
Mobile Radio	A vehicular mounted radio with an power source and antenna
Mutual Aid	Personnel, equipment, or services provided to another jurisdiction

Item/Acronym	Definition
NECP	National Emergency Communications Plan
NGOs	Non-Governmental Organizations
NIMS	National Incident Management System
OCCOPSA	Orange County Chiefs of Police and Sheriff's Association
OTAP	Over the Air Programming
OTAR	Over the Air Rekeying
P25	A suite of standards for digital radio communications for use by federal, state and local public safety agencies in North America to enable them to communicate with different vendor radio systems using a common platform
Patch	Electrically connecting two or more radio channels or talkgroups so that those users of those separate resources are able to communicate with each other
POC	Point of Contact
Portable	A lightweight, completely self-contained radio unit usually worn on user's belt
Public Safety	An agency, department, or individual directly involved with the health, safety, and/or security of the public including, but not limited to police, fire, emergency management, and medical personnel and responders
Public Service	An agency, department, or individual involved with providing non-emergency type services to the public including, but not limited to utilities, transportation, education, and other governmental services, supporting public safety
Restricted Information	Documentation, service and technical manuals, databases, spreadsheets and software of the System containing critical operational and technical information that could compromise the System if obtained by unauthorized personnel. All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.
RF	Radio Frequency
SCIP	Statewide Communications Interoperability Plan
SEOC	State Emergency Operations Center
Simplex	Radio to radio communications on one frequency. Also called Direct
Simulcast	A type of radio communications in which voice communications are transmitted from multiple radio sites and can be received simultaneously by field units to provide wide area coverage
Site	The physical location of an antenna tower, equipment shelter and radio System infrastructure equipment
SOP	Standard Operating Procedure
SOW	Site on Wheels
Subscriber Unit	A mobile, hand held or control station radio used on a trunked radio system
System User	An individual operating a radio authorized to access the System.

Item/Acronym	Definition
System Watch	Lead Agency unit responsible for 24/7 monitoring of CCCS and responding to any System issues. This includes notifications, troubleshooting, callouts, repair, etc., resulting in System restoration.
TAC	Tactical on scene operation
Talk Around	Radio to Radio communications on one frequency, usually the same frequency on which a repeater transmits. Similar to Direct or Simplex
Talkgroup	Term usually used with trunked radio systems. A talkgroup is a predefined list of radios/users assigned a unique ID which allows them to communicate with each other over a trunked radio system.
Talkgroup Alias	Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display
Talkgroup Failsoft Channel	The system channel designated for a talkgroup when in the failsoft mode
Talkgroup ID	Numerical designation of the talkgroup in decimal and/or hexadecimal
Talkgroup Name	Name of the talkgroup as it is programmed into the system
TIA	Telecommunications Industry Association
Trunking/Trunked	The automatic and dynamic sharing of a number of communications channels between large numbers of radio users
UHF	Ultra High Frequency – Range of 300 to 3,000 MHz for public safety LMR usually refers to two bands. 380 to 460 MHz (low) and 460 to 512 MHz (high).
UPS	Uninterruptible Power Source – a battery back-up device that provides emergency power to connected equipment when utility power is not available.
User Agency	An agency authorized to operate a radio on the System.
VHF	Very High Frequency – For public safety LMR, usually refers to VHF High Band with a range of 136 to 164MHz. VHF Low Band has a frequency range below 100MHz.
Zone	An area in the radio / template containing positions for 16 individual talkgroups or conventional radio channels which is normally labeled by an acronym that closely represents the owner agency



Agenda Item

City Council

Item #: 3.8.

9/14/2021

File #: 21-0476

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Susan Galvan, Interim Community Development Director

1. SUBJECT

First Amendment to Agreement with Michael Baker International, Inc. for Community Development Block Grant and HOME Investments and Partnerships Program consulting services.

2. SUMMARY

The City currently has an agreement with Michael Baker International, Inc. to provide Community Development Block Grant and HOME Investments and Partnership Program consulting services. The proposed First Amendment will increase the not-to-exceed amount by \$50,000 to a total not-to-exceed of \$80,000.

3. RECOMMENDED ACTION

Approve the amendment to agreement with Michael Baker International, Inc. for Community Development Block Grant and HOME Investments and Partnerships program consulting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this amendment is \$50,000 and will be funded through the Community Development Block Grant Fund (310).

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) provides grants to states, cities, and counties on an annual basis to provide housing support and uplift communities. One of the grants the City receives is the Community Development Block Grant (CDBG), used to provide decent housing and suitable environments through economic opportunities for low and moderate income persons. Another grant is the HOME Investments and Partnership Program (HOME), used to implement local housing strategies designed to increase homeownership and affordable housing.

The Housing Analyst who oversaw the CDBG and HOME programs retired in July 2021, creating a

vacancy in the Housing Division. Due to the specialized nature of this position and the stringent requirements of the CDBG and HOME programs, Michael Baker International, Inc. was retained to assist in the reporting, monitoring, and compliance of HUD rules regarding the use of the grant funds, and to ensure a smooth transition.

At this time, staff is assessing the future structure of the Housing Division and responsibilities of Housing Analyst position. This Amendment will provide continuous CDBG and HOME consultation services to ensure that all requirements are met, the funds are being utilized appropriately, and to continue to offer a high level of support to our internal and external customers who benefit from the programs. It will also provide extra hours of interim staffing services for items and issues that may arise during the transition period.

7. ATTACHMENTS

- First Amendment with Michael Baker International, Inc.



Agenda Item

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**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[CDBG/HOME Consultant Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7233) dated August 9, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FIFTY THOUSAND DOLLARS and 00/100 (\$50,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed EIGHTY THOUSAND DOLLARS and 00/100 (\$80,000.00) without the prior written authorization of City.”

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original

Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

MICHAEL BAKER INTERNATIONAL,
INC., a Pennsylvania corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:**
-- If Contractor is a corporation, the City requires the following signature(s):
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

July 26, 2021

Susan Galvan
Community Development Director
CITY OF ORANGE
300 E. Chapman Ave.
Orange, CA 92866

RE: Proposal for CDBG and HOME Program Administration Services

Dear Ms. Galvan,

In response to your recent request, Michael Baker International (Michael Baker) is pleased to submit this proposal to provide CDBG Grant Assistance to the City of Orange. Michael Baker recently celebrated its 80th anniversary and is a leading global provider of engineering, planning, and other consulting services. Michael Baker prides itself in the comprehensive range of innovative services and solutions it offers to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 3,500 employees in over 90 offices located across the United States and internationally.

Based on our long-term involvement in managing many types of projects and programs, we have developed a thorough understanding of project management principles and requirements. Michael Baker has established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our staff regularly attends workshops and training sponsored by the Department of Housing and Urban Development and the State to remain current with its changing regulations, principles, and procedures. Michael Baker staff members are well qualified to provide the services being requested by the City of Orange based on their educational background, career training, and work experience.

The Scope of Services is as follows:

1. CDBG and HOME Program Services

- a) Conduct a thorough review of the City's CDBG and HOME Program files to assess status and completeness.
- b) Completion of the City's 2020-2021 CAPER - *Due September 30, 2021*
 - o Consult with City regarding the accomplishments for 2020-2021 Program Year
 - o Prepare CAPER document
 - o Prepare Public Notice
 - o Attendance at public hearings will be billed on a time and materials basis
 - o Upload CAPER to IDIS
- c) Completion of the City's 2022-2023 Annual Action Plan – *Due by June 20, 2022*
 - o Consult with City regarding the goals for 2022-2023 Program Year
 - o Prepare Annual Action Plan document
 - o Prepare Public Notice
 - o Attend one public hearing (if additional hearings are necessary, they will be billed on a time and materials basis)
 - o Upload Annual Action Plan to IDIS

- d) Complete Environmental Review Documents for three (3) programs – Due prior to commencement of projects.
 - o Additional or preparation of incomplete Environmental Review Documents will be charged on a time and material basis.
- e) Conduct annual monitoring of CDBG and HOME Program subrecipients which include: Fair Housing Program; After-School Community Program; Bike Team Program; Assistance League of Orange – Operation School Bell; and Friendly Center Inc. – Community Food Orange. This task will also include monitoring of the HOME Program.
- f) Conduct monitoring services for compliance with HUD Section 3, Federal Davis-Bacon Act, and State of California Department of Industrial Relations' requirements for construction projects which include: ADA Wheelchair Access Ramps; Hoover Street Improvements; and Library Accessibility Improvements.

In addition to our full labor compliance monitoring and review services, Michael Baker can also provide optional services upon request at an additional fee to include:

- Prevailing Wage Determination
- Contractor Eligibility
- Pre-Construction Meeting Attendance
- Creation of a Labor Compliance Welcome Package
- Certified Payroll Reporting
- Ensuring Apprenticeship Regulation
- LCP Tracking
- Site Visits and Interviews
- Labor Compliance Status Reporting
- Maintenance of Project Files
- Compliance Close-out

Fees

Michael Baker is pleased to offer all these services to the City of Orange for a total not to exceed \$67,820. This fee is fully burdened and includes salaries, benefits, insurance, and other office overhead costs. We have broken down the cost per service below and can customize the proposal to reflect whichever combination of services the city would like to engage MBI for if it differs from the proposed scope of services noted above. Please refer to page 3 for a breakdown of our current hourly fee schedule which is included as a part of this proposal.

Task	Fee
1. CDBG Grant Assistance (1)	\$28,800
2. 2020-2021 CAPER	\$9,200
3. 2022-2023 Annual Action Plan	\$10,32
4. Environmental Assessment for three (3) programs	\$6,600
5. Annual Subrecipient Monitoring of the CDBG and HOME Program	\$6,600
6. Labor Compliance Monitoring for three (3) public improvement projects(2)	\$6,300
Optional: Interim Staffing Services (3)	TBD
Total	\$67,820

(1) Assumes 4 hours per week of Project Lead Time for term of contract.

(2) Assumes Public Improvement Projects will be completed in less than 30 days. Fee will be adjusted according to the length of the project and number of contractors.

(3) Fee based on hourly rate schedule and number of days per week.

We believe that the services being offered by Michael Baker will fulfill the City's needs in an efficient, task-oriented, and cost-effective manner. We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City of Orange. If you have any questions regarding this proposal, please contact Monika Troncoso, at (714) 403-4879, or Monika.Troncoso@mbakerintl.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Hoose", with a stylized flourish extending to the right.

William Hoose, AICP
Associate Vice President

Comprehensive Planning Services

Project Director/Advisor	\$185 - \$250
Principal Planner	\$155 - \$205
Project Manager	\$135 - \$180
Assistant Project Manager	\$125 - \$155
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

Environmental Services

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

Urban Design & Revitalization

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

Transportation Services

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

Public Outreach

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

Creative Services

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

Grant Writing

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

SMARA Services

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

Sustainability

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

Conservation & Resource Planning

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

Biology

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

GIS

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

Housing & Community Development

Project Manager	\$125 - \$170
Senior Planner	\$115 - \$145
Community Development Specialist	\$95 - \$110
Community Development Technician	\$75 - \$90

Management Services

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

Municipal Finance

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

Meeting Facilitation

Facilitation Services	\$115 - \$175
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Administrative Services

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.
Rates are subject to a 3% increase each year.
May not include all staff titles.



Agenda Item

City Council

Item #: 3.9.

9/14/2021

File #: 21-0481

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

First Amendment to the Contract with KASA Construction, Inc. for the Handy Park Maintenance Renovation project.

2. SUMMARY

As a result of material and supply shortages due to the COVID-19 pandemic, the underground storm water system for the Handy Park Renovation Project needed to be redesigned. An amendment and subsequent appropriation of \$59,223.71 is needed to cover the increased cost for the new system.

3. RECOMMENDED ACTION

1. Approve Amendment with KASA Construction, Inc. in an amount not to exceed \$59,223.71 for the Handy Park Maintenance Renovation project and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of \$59,223.71 from the Park Acquisition (Infill) (510) unreserved fund balance to expenditure account 510.7021.56015.20370, Park Acquisition (Infill) - Handy Park Maintenance Renovation.

4. FISCAL IMPACT

The total expenditure for this amendment is \$59,223.71 and will be funded in Handy Park Maintenance Renovation Project (20370) through Park Acquisition (Infill) (510).

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in Community

a: Renovate, maintain, develop, and expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

Handy Park is a highly utilized 7.31 acre, park constructed in 1978. The park includes a 139-spot parking lot, a modular building used as a multi-purpose room, a concession building, restroom building, picnic shelter, ball fields, a sand volleyball court, and a tot lot. In addition to being a popular drop-in neighborhood park, Handy Park is or has been home to tiny tot programs, after school programs, summer camps, North Sunrise Little League, Orange Youth Football, and the Community Foundation of Orange annual Field of Valor event.

While the City dedicated resources to maintain the park, both the modular building and the parking lot are beyond their useful lives. In Fiscal Year 2019-2020, City Council approved the Handy Park Maintenance Renovation (20370) project and a corresponding project budget of \$2,262,686. The project includes: design; replacement of the existing modular building with a pre-fabricated building; parking lot rehabilitation including lighting upgrades, renovation and addition of walkways; improvements to the overhead picnic shelter structure; improved hardscape areas; and improvements to passive area landscape and irrigation. In October 2020, City Council approved an agreement with KASA Construction, Inc. (KASA) in the amount not to exceed \$1,483,350 (including a 10% contingency of \$134,850) for project construction, which began in May 2021.

The original design accounted for two storm drain chambers under the parking lot, as required by Water Quality Management Plan (WQMP) standards. KASA informed staff the chambers were on backorder and would not be available for at least four months due to supply shortages related to the COVID-19 pandemic. Given that the storm drain chambers are positioned under the parking lot, portions of the project affecting the new asphalt and concrete walkways would have been postponed, resulting in an overall project delay of at least six months.

To keep the project on schedule, the City worked with the project designer and KASA to reconfigure the storm drain chamber, utilizing a different product that was readily available. The new chambers included three rows of chambers as opposed to two, which incurred the additional cost of \$59,223.71 for material and labor due to the necessary excavation of a third location.

The initial project contingency has been earmarked to be used for other unforeseen circumstances related to the existing scope of work, such as installing small retaining walls, additional trenching, and concrete rehabilitation. As such, staff is recommending the City Council approve the first amendment to the contract with KASA in the amount not to exceed \$59,223.71 for the unanticipated expenditure related to installation of the redesigned storm drain chambers. To support this expense, staff is also requesting an appropriation of \$59,223.71 in Park Acquisition Infill (510) funds from unreserved fund balance.

Below is a funding summary outlining project components and funding status:

FUNDING STATUS		APPROPRIATION
<i>Funds previously appropriated to Handy Park Maintenance Renovation (20370)</i>		
Fund 510 (Park Acquisition - Infill)		\$2,262,686.00
<i>Proposed additional appropriation</i>		
Fund 510 (Park Acquisition - Infill)		59,223.71
APPROPRIATION TOTAL:		\$2,321,909.71
PROJECT COMPONENTS		CITY'S COSTS
Design - RHA Landscape Architects	\$110,580.94	
Pre-fabricated Building - Public Restroom Company	578,031.00	
Construction - KASA	1,483,350.00	

Additional Pending Construction Costs - painting, equipment, inspection, and dedication plaque	21,891.00	
Furniture, Fixtures, and Equipment (FF&E)	34,254.00	
Admin. Costs	18,151.89	
Sub-Total		\$2,246,258.83
Construction - Proposed First Amendment to the contract with KASA	59,223.71	
PROJECT GRAND TOTAL:		\$2,305,482.54
PROJECT BALANCE:		\$16,427.17

The project is scheduled to be completed by early October 2021.

7. ATTACHMENTS

- First Amendment to Contract - KASA Construction, Inc.



Agenda Item

City Council

Item #: 3.9.

9/14/2021

File #: 21-0481

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

First Amendment to the Contract with KASA Construction, Inc. for the Handy Park Maintenance Renovation project.

2. SUMMARY

As a result of material and supply shortages due to the COVID-19 pandemic, the underground storm water system for the Handy Park Renovation Project needed to be redesigned. An amendment and subsequent appropriation of \$59,223.71 is needed to cover the increased cost for the new system.

3. RECOMMENDED ACTION

1. Approve Amendment with KASA Construction, Inc. in an amount not to exceed \$59,223.71 for the Handy Park Maintenance Renovation project and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of \$59,223.71 from the Park Acquisition (Infill) (510) unreserved fund balance to expenditure account 510.7021.56015.20370, Park Acquisition (Infill) - Handy Park Maintenance Renovation.

4. FISCAL IMPACT

The total expenditure for this amendment is \$59,223.71 and will be funded in Handy Park Maintenance Renovation Project (20370) through Park Acquisition (Infill) (510).

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in Community

a: Renovate, maintain, develop, and expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

Handy Park is a highly utilized 7.31 acre, park constructed in 1978. The park includes a 139-spot parking lot, a modular building used as a multi-purpose room, a concession building, restroom building, picnic shelter, ball fields, a sand volleyball court, and a tot lot. In addition to being a popular drop-in neighborhood park, Handy Park is or has been home to tiny tot programs, after school programs, summer camps, North Sunrise Little League, Orange Youth Football, and the Community Foundation of Orange annual Field of Valor event.

While the City dedicated resources to maintain the park, both the modular building and the parking lot are beyond their useful lives. In Fiscal Year 2019-2020, City Council approved the Handy Park Maintenance Renovation (20370) project and a corresponding project budget of \$2,262,686. The project includes: design; replacement of the existing modular building with a pre-fabricated building; parking lot rehabilitation including lighting upgrades, renovation and addition of walkways; improvements to the overhead picnic shelter structure; improved hardscape areas; and improvements to passive area landscape and irrigation. In October 2020, City Council approved an agreement with KASA Construction, Inc. (KASA) in the amount not to exceed \$1,483,350 (including a 10% contingency of \$134,850) for project construction, which began in May 2021.

The original design accounted for two storm drain chambers under the parking lot, as required by Water Quality Management Plan (WQMP) standards. KASA informed staff the chambers were on backorder and would not be available for at least four months due to supply shortages related to the COVID-19 pandemic. Given that the storm drain chambers are positioned under the parking lot, portions of the project affecting the new asphalt and concrete walkways would have been postponed, resulting in an overall project delay of at least six months.

To keep the project on schedule, the City worked with the project designer and KASA to reconfigure the storm drain chamber, utilizing a different product that was readily available. The new chambers included three rows of chambers as opposed to two, which incurred the additional cost of \$59,223.71 for material and labor due to the necessary excavation of a third location.

The initial project contingency has been earmarked to be used for other unforeseen circumstances related to the existing scope of work, such as installing small retaining walls, additional trenching, and concrete rehabilitation. As such, staff is recommending the City Council approve the first amendment to the contract with KASA in the amount not to exceed \$59,223.71 for the unanticipated expenditure related to installation of the redesigned storm drain chambers. To support this expense, staff is also requesting an appropriation of \$59,223.71 in Park Acquisition Infill (510) funds from unreserved fund balance.

Below is a funding summary outlining project components and funding status:

FUNDING STATUS		APPROPRIATION
<i>Funds previously appropriated to Handy Park Maintenance Renovation (20370)</i>		
Fund 510 (Park Acquisition - Infill)		\$2,262,686.00
<i>Proposed additional appropriation</i>		
Fund 510 (Park Acquisition - Infill)		59,223.71
APPROPRIATION TOTAL:		\$2,321,909.71
PROJECT COMPONENTS		CITY'S COSTS
Design - RHA Landscape Architects	\$110,580.94	
Pre-fabricated Building - Public Restroom Company	578,031.00	
Construction - KASA	1,483,350.00	

Additional Pending Construction Costs - painting, equipment, inspection, and dedication plaque	21,891.00	
Furniture, Fixtures, and Equipment (FF&E)	34,254.00	
Admin. Costs	18,151.89	
Sub-Total		\$2,246,258.83
Construction - Proposed First Amendment to the contract with KASA	59,223.71	
PROJECT GRAND TOTAL:		\$2,305,482.54
PROJECT BALANCE:		\$16,427.17

The project is scheduled to be completed by early October 2021.

7. ATTACHMENTS

- First Amendment to Contract - KASA Construction, Inc.

**FIRST AMENDMENT
TO
CONTRACT
[Handy Park Maintenance Renovation (Bid No. 20-21.13)]**

THIS FIRST AMENDMENT TO CONTRACT (the “First Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and KASA CONSTRUCTION INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Contract (Agreement No. 7070) dated November 10, 2020, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor desire to further amend the Original Contract to modify, amend and supplement certain portions of the Original Contract to revise the scope of work and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. **Revised Work Performed.** The Contractor’s Proposal as referenced in Article 1 of the Original Contract, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Article 3.c of the Original Contract is increased by FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS and 71/100 (\$59,223.71) and Article 3.c is hereby amended in its entirety to read as follows:

“The total amount of compensation under this Contract, including contingencies, shall not exceed ONE MILLION FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS and 71/100 (\$1,542,573.71).”

Section 4. **Integration.** This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions

of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

KASA CONSTRUCTION INC., a California corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:**
-- *If CONTRACTOR is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

Request for Change No. 9
Storm Chambers Change in Scope

Submitted: 08/04/2021

From: Eric DeGuchy



15148 Sierra Bonita Lane
Chino, CA 91710

To: City of Orange
300 East Chapman Avenue
Orange, CA 92866
Attn: Robert Ambriz

Project: 2008OR
Orange-Handy Park Maintenance
Orange, CA

DESCRIPTION OF CHANGE:

The contract documents were designed for the use of Storm Tech Chambers. As a result unavailability of the specified product, the City redesigned the plans to change the product to Princeco which was available and would not delay the project. The Princeco however required 3 rows of Chambers rather than 2 rows. As a result, KASA incurred the cost of additional material, excavation, grading, earthwork, compaction, hauling, dump fees, screening, additional gravel, filter fabric, time, etc. to complete the work.

The excavation pit was increased by approx. 12x60 = 700 SF

Additional days requested for this RFC:

Description	Unit	Quantity	Unit Price	Extended
Foreman	HR	16.00	\$97.00	\$1,552.00
Operators	HR	56.00	\$97.00	\$5,432.00
Laborers	HR	16.00	\$76.00	\$1,216.00
Crew Truck	HR	39.00	\$16.00	\$624.00
Excavator 320 with Bucket	HR	24.00	\$81.00	\$1,944.00
Excavator 308	HR	8.00	\$48.00	\$384.00
Gradall 10K with Bucket	HR	8.00	\$70.00	\$560.00
Skidsteer	HR	16.00	\$40.00	\$640.00
Compaction Roller	HR	16.00	\$56.00	\$896.00
Storm Chambers Cost Difference \$17,346.81 vs \$23,324.19	LS	1.00	\$5,977.38	\$5,977.38
20"/12" pipe, 1- 12"/90, 1-12" Tee, 1-12" Coupling, misc lube	LS	1.00	\$1,150.00	\$1,150.00
Filter Fabric (Installed Price)	EA	4.00	\$565.00	\$2,260.00
Gravel Rock (Includes cost to Install)	TON	100.00	\$45.00	\$4,500.00
Dirt Excavation (Includes cost to excavate)	CY	250.00	\$50.00	\$12,500.00
Dump Fees and Trucking (Per Load)	EA	25.00	\$350.00	\$8,750.00
Mark up	LS	48,385.38	\$0.20	\$9,677.08
Bond	LS	58,062.46	\$0.02	\$1,161.25

Please respond by: 08/06/2021

Robert Ambriz
City of Orange

Endorsement of this document shall effectively be considered the Agency's acceptance of the items, quantities, unit prices and extended cost proposed herein to perform the above noted scope of work. An endorsed Request for Change document shall be considered the equivalent of an Agency issued contract Change Order as defined by the Contract Documents and is understood by all parties to be the Agency's acceptance of each of the costs contained herein. When this document is furnished by the Contractor prior to performing the above noted scope of work, endorsement shall serve as the Agency's formal direction to proceed with the work in accordance with the items, quantities, unit prices and extended costs contained herein.

Reservation of Rights: This RFC is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items to compensate cost overrun prior to final settlement of this contract.



15148 Sierra Bonita Lane
Chino, CA 91710

To: City of Orange
300 East Chapman Avenue
Orange, CA 92866
Attn: Robert Ambriz

Request for Change No. 9
Storm Chambers Change in Scope

Submitted: 08/04/2021

From: Eric DeGuchy

Project: 2008OR
Orange-Handy Park Maintenance
Orange, CA

DESCRIPTION OF CHANGE:

The contract documents were designed for the use of Storm Tech Chambers. As a result unavailability of the specified product, the City redesigned the plans to change the product to Princeco which was available and would not delay the project. The Princeco however required 3 rows of Chambers rather than 2 rows. As a result, KASA incurred the cost of additional material, excavation, grading, earthwork, compaction, hauling, dump fees, screening, additional gravel, filter fabric, time, etc. to complete the work.

The excavation pit was increased by approx. 12x60 = 700 SF

Additional days requested for this RFC:

Description	Unit	Quantity	Unit Price	Extended
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Total Adjustment: **\$59,223.71**

Please respond by: 08/06/2021

Robert Ambriz
City of Orange

Endorsement of this document shall effectively be considered the Agency's acceptance of the items, quantities, unit prices and extended cost proposed herein to perform the above noted scope of work. An endorsed Request for Change document shall be considered the equivalent of an Agency issued contract Change Order as defined by the Contract Documents and is understood by all parties to be the Agency's acceptance of each of the costs contained herein. When this document is furnished by the Contractor prior to performing the above noted scope of work, endorsement shall serve as the Agency's formal direction to proceed with the work in accordance with the items, quantities, unit prices and extended costs contained herein.

Reservation of Rights: This RFC is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items to compensate cost overrun prior to final settlement of this contract.



Agenda Item

City Council

Item #: 3.10.

9/14/2021

File #: 21-0491

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Monica Espinoza, Human Resources Director

1. SUBJECT

First Amendment to the Agreement with AppleOne Employment Services for temporary staffing services.

2. SUMMARY

The proposed amendment authorizes an increase of \$65,000, for a new total amount not-to-exceed \$95,000 for additional temporary staffing services necessary in various City departments.

3. RECOMMENDED ACTION

Approve the First Amendment with AppleOne Employment Services in a total amount not-to-exceed \$95,000 for temporary staffing services and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total not-to-exceed amount for this Agreement is \$95,000 and will be funded through General Fund (100).

5. STRATEGIC PLAN GOALS

Goal 1: Be a fiscally healthy community

a. Expend fiscal resources responsibly.

Goal 4 : Provide Outstanding Public Services

b. Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

AppleOne Employment Services (AppleOne) is a nation-wide staffing agency offering temporary staffing solutions to various businesses. The City has an active agreement with AppleOne for temporary staffing solutions managed by the Human Resources Department, in the amount not-to-exceed \$30,000. Given the contract amount, the original agreement was executed under the City Manager's authority.

With current department vacancies and employee medical leaves, staff anticipates the City will require temporary staffing services through the end of the calendar year, and the anticipated expense for this service will exceed \$30,000.

Staff is recommending the City Council approve the Amendment with AppleOne Employment Services, allowing various City Departments to continue use of temporary staffing services through the calendar year, in the amount of \$65,000, which will bring the total contract to an amount not-to-exceed \$95,000. Funds used for the service are budgeted in the respective departments' operating budgets.

7. ATTACHMENTS

- First Amendment to the AppleOne Agreement No. 7152



Agenda Item

City Council

Item #: 3.10.

9/14/2021

File #: 21-0491

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Monica Espinoza, Human Resources Director

1. SUBJECT

First Amendment to the Agreement with AppleOne Employment Services for temporary staffing services.

2. SUMMARY

The proposed amendment authorizes an increase of \$65,000, for a new total amount not-to-exceed \$95,000 for additional temporary staffing services necessary in various City departments.

3. RECOMMENDED ACTION

Approve the First Amendment with AppleOne Employment Services in a total amount not-to-exceed \$95,000 for temporary staffing services and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total not-to-exceed amount for this Agreement is \$95,000 and will be funded through General Fund (100).

5. STRATEGIC PLAN GOALS

Goal 1: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

Goal 4 : Provide Outstanding Public Services

b. Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

AppleOne Employment Services (AppleOne) is a nation-wide staffing agency offering temporary staffing solutions to various businesses. The City has an active agreement with AppleOne for temporary staffing solutions managed by the Human Resources Department, in the amount not-to-exceed \$30,000. Given the contract amount, the original agreement was executed under the City Manager's authority.

With current department vacancies and employee medical leaves, staff anticipates the City will require temporary staffing services through the end of the calendar year, and the anticipated expense for this service will exceed \$30,000.

Staff is recommending the City Council approve the Amendment with AppleOne Employment Services, allowing various City Departments to continue use of temporary staffing services through the calendar year, in the amount of \$65,000, which will bring the total contract to an amount not-to-exceed \$95,000. Funds used for the service are budgeted in the respective departments' operating budgets.

7. ATTACHMENTS

- First Amendment to the AppleOne Agreement No. 7152

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Conditions of Service]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC., a California corporation doing business as APPLEONE EMPLOYMENT SERVICES (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7152) dated March 26, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by SIXTY-FIVE THOUSAND DOLLARS and 00/100 (\$65,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed NINETY-FIVE THOUSAND DOLLARS and 00/100 (\$95,000.00) without the prior written authorization of City.”

Section 4. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

HOWROYD-WRIGHT EMPLOYMENT
AGENCY, INC., a California corporation
doing business as APPLEONE EMPLOYMENT
SERVICES

*By: _____

Printed Name: _____

Title: _____

*By: _____

Printed Name: _____

Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

- *NOTE:**
- *If CONTRACTOR is a corporation, the City requires the following signature(s):*
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*



Agenda Item

City Council

Item #: 3.11.

9/14/2021

File #: 21-0493

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Fifth Amendment to Agreement with Granicus LLC, a Minnesota Limited Liability Company, for Boards and Commissions Management system.

2. SUMMARY

The City currently manages the Boards, Commissions, and Committees application and appointment process manually, making it cumbersome to maintain. The Granicus solution uses modern technology and provides the necessary functionality to meet the needs of the City. Staff is recommending the Fifth Amendment to the existing agreement with Granicus to incorporate the electronic Boards and Commissions Management system.

3. RECOMMENDED ACTION

Approve the Fifth Amendment to Master Subscription Agreement No. 6858 with Granicus LLC for the purchase of the Boards and Commissions Management system; and authorize the City Manager to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement in Fiscal Year 2021-2022 is \$11,250 and will be funded through General Fund (100).

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

The City currently accepts paper copies of boards, commissions, and committees ("board") applications, as well as electronic submissions through the City's website. Once received, staff takes the following steps: the application is scanned and distributed to Council; the applicant is manually entered in a table with the date received and committee they applied for; and finally, the application is filed for three years (per the City's adopted retention schedule). If the application is received electronically through the website, the complete application is printed and processed using the same manner above. Once applicants are appointed to a board, a separate document is maintained to track appointment dates and expiration of terms.

Evolving needs, such as the transition to districts and creation of additional advisory boards, have made it increasingly challenging to manage the City's boards, commissions, and committees' application, review, and appointment process. Granicus' Boards and Commissions module will enable staff to efficiently manage and track applications, the appointment process, and current board member terms; provide on-line information about applications and appointments; generate rosters and other information; and retain a historical archive of all past board members. The module also interfaces with Legistar, the City's current agenda management software.

In addition, implementation of this module provides the City with a customizable Boards and Commissions site allowing interested members of the public to view board information and member data, current vacancies, and submit board specific applications, all without leaving the City website. Once completed, applications will be immediately available for Councilmember review.

The agreement includes a one-time set up fee of \$2,250, and an annual subscription fee of \$9,000.

Staff recommends amending the existing agreement with Granicus to incorporate the electronic Boards and Commissions Management system.

7. ATTACHMENTS

- Fifth Amendment to the Master Subscription Agreement with Granicus LLC



Agenda Item

City Council

Item #: 3.11.

9/14/2021

File #: 21-0493

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Fifth Amendment to Agreement with Granicus LLC, a Minnesota Limited Liability Company, for Boards and Commissions Management system.

2. SUMMARY

The City currently manages the Boards, Commissions, and Committees application and appointment process manually, making it cumbersome to maintain. The Granicus solution uses modern technology and provides the necessary functionality to meet the needs of the City. Staff is recommending the Fifth Amendment to the existing agreement with Granicus to incorporate the electronic Boards and Commissions Management system.

3. RECOMMENDED ACTION

Approve the Fifth Amendment to Master Subscription Agreement No. 6858 with Granicus LLC for the purchase of the Boards and Commissions Management system; and authorize the City Manager to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement in Fiscal Year 2021-2022 is \$11,250 and will be funded through General Fund (100).

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

The City currently accepts paper copies of boards, commissions, and committees ("board") applications, as well as electronic submissions through the City's website. Once received, staff takes the following steps: the application is scanned and distributed to Council; the applicant is manually entered in a table with the date received and committee they applied for; and finally, the application is filed for three years (per the City's adopted retention schedule). If the application is received electronically through the website, the complete application is printed and processed using the same manner above. Once applicants are appointed to a board, a separate document is maintained to track appointment dates and expiration of terms.

Evolving needs, such as the transition to districts and creation of additional advisory boards, have made it increasingly challenging to manage the City's boards, commissions, and committees' application, review, and appointment process. Granicus' Boards and Commissions module will enable staff to efficiently manage and track applications, the appointment process, and current board member terms; provide on-line information about applications and appointments; generate rosters and other information; and retain a historical archive of all past board members. The module also interfaces with Legistar, the City's current agenda management software.

In addition, implementation of this module provides the City with a customizable Boards and Commissions site allowing interested members of the public to view board information and member data, current vacancies, and submit board specific applications, all without leaving the City website. Once completed, applications will be immediately available for Councilmember review.

The agreement includes a one-time set up fee of \$2,250, and an annual subscription fee of \$9,000.

Staff recommends amending the existing agreement with Granicus to incorporate the electronic Boards and Commissions Management system.

7. ATTACHMENTS

- Fifth Amendment to the Master Subscription Agreement with Granicus LLC



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Orange, CA

Fifth Amendment to the Granicus Service Agreement between Granicus, LLC and Orange, CA

This Fifth Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Orange, CA (hereinafter referred to as "Client"), with reference to the following:

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Orange, CA

Signature:

Name: Rick Otto

Title: City Manager

Date:

Granicus

Signature:

Name:

Title:

Date:

APPROVED AS TO FORM:

Mary E. Binning, Senior Assistant City Attorney



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Orange, CA

Exhibit A

ORDER DETAILS

Prepared By:	Chloe Scheer
Phone:	
Email:	chloe.scheer@granicus.com
Order #:	Q-140447
Prepared On:	08/25/2021
Expires On:	07/03/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$2,250.00
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
SUBTOTAL:			\$2,250.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Boards and Commissions	Annual	1 Each	\$9,000.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$9,000.00

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.
Boards and Commissions - Setup & Configuration	<p>Setup and Configuration for Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Configuration of up to one (1) Boards and Commissions site • Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions
Boards and Commissions Online Group Training	Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform



Agenda Item

City Council

Item #: 3.12.

9/14/2021

File #: 21-0501

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Gary A. Sheatz, City Attorney

1. SUBJECT

First Amendment to Professional Services Agreement with Litili, LLC, to provide expert witness services related to litigation defense in several state and federal cases.

2. SUMMARY

The City currently has an agreement with Litili, LLC, to provide expert witness services for the City's defense in several state and federal cases for an amount not to exceed \$30,000. The amount of the original agreement will soon be expended with cases still in the midst of pre-trial proceedings. The proposed First Amendment will increase the agreement amount by \$50,000 for a total amount not to exceed \$80,000.

3. RECOMMENDED ACTION

1. Approve a First Amendment to Professional Services Agreement with Litili, LLC, in the amount of \$50,000 and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of \$50,000 from the Self Insurance - Liability Fund unreserved fund balance to expenditure account number 740.0301.51600.00000, Self Insurance - Liability Fund - Legal Services.

4. FISCAL IMPACT

The total expenditure for this amendment is \$50,000 and will be funded through Self Insurance - Liability (740).

5. STRATEGIC PLAN GOALS

- Goal 2: Be a fiscally healthy community
- a. Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

In the defense of litigated state and federal cases, the retention of expert witnesses is fundamental in order for them to provide their analysis, opinion, and testimony as to the facts and damages of the case. The City has retained Litili, LLC, an expert witness firm that connects our office to many experts in a variety of fields and specialties to provide expert witness services related to litigation defense of several of our open cases. Among them is the matter of *Deanna Garcia v. Carlos Gutierrez, et al.*, which is scheduled for trial in October. There are other cases that are in the earlier

stages of pre-trial proceedings for which Litili, LLC expert witnesses have been retained in preparation for the analysis and defense of the case.

The First Amendment to the Agreement, increasing the not to exceed amount, is necessary to carry out an appropriate defense in our litigation cases.

7. ATTACHMENTS

- First Amendment to Professional Services Agreement



Agenda Item

City Council

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The First Amendment to the Agreement, increasing the not to exceed amount, is necessary to carry out an appropriate defense in our litigation cases.

7. ATTACHMENTS

- First Amendment to Professional Services Agreement

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Expert Witness Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and LITILI, LLC, a California limited liability company, (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7136) dated as of February 5, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FIFTY THOUSAND DOLLARS and 00/100 (\$50,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed EIGHTY THOUSAND DOLLARS and 00/100 (\$80,000.00) without the prior written authorization of City.”

Section 4. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

LITILI, LLC, a California limited liability company

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Kirsten B. Shea
Senior Assistant City Attorney

***NOTE:**

- If Contractor is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.



Agenda Item

City Council

Item #: 3.13.

9/14/2021

File #: 21-0505

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Professional Services Agreement with Keyser Marston Associates, Inc. to evaluate the fiscal impact of Chapman University.

2. SUMMARY

The proposed agreement is for Keyser Marston Associates, Inc. to analyze the fiscal impact to the City of Orange from Chapman University. The analysis includes both current student enrollment as well as the fiscal impact from a proposed increase in student enrollment.

3. RECOMMENDED ACTION

Approve the agreement with Keyser Marston Associates, Inc. in the amount of \$65,000 to prepare a fiscal impact analysis and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement is \$65,000 and will be funded through General Fund (Fund 100).

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

b: Analyze future fiscal needs and potential revenue opportunities.

6. DISCUSSION AND BACKGROUND

Educational institutions, hospitals, and other tax exempt institutional land uses often represent the greatest trade off between enhancing the economic base of a community and fiscal sustainability. They typically create many positive economic impacts, including high paying jobs, a prestigious identity for the community, and are often an economic pillar of both the municipality and the surrounding region. Conversely, they also bring unique challenges. The primary challenge created by large institutional uses are that they are often exempt from property taxes that help serve as a resource to fund municipal services.

Chapman University has submitted a proposed update to the Specific Plan (SP7). As part of the review of the proposal, it is necessary for the City to conduct a fiscal analysis that will take into account both the positive economic benefits of Chapman University as well as the costs of providing it with municipal services. The analysis will look at current impacts as well as a scenario that includes a proposed increase in student enrollment. The proposed fiscal analysis is a typical component of

project review, and will take approximately 12 weeks to complete at a cost of \$65,000.

Staff recommends approving the Professional Services Agreement with Keyser Marston Associates, Inc. to provide a fiscal impact analysis for Chapman University to help staff and the City Council better understand the fiscal impact of this important institution.

7. ATTACHMENT

- Professional Services Agreement with Keyser Marston Associates, Inc.



Agenda Item

City Council

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7. ATTACHMENT

- Professional Services Agreement with Keyser Marston Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT
[Fiscal Impact Analysis of Chapman University]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and KEYSER MARSTON ASSOCIATES, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed SIXTY-FIVE THOUSAND DOLLARS and 00/100 (\$65,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within ten (10) days of the Effective

Date of this Agreement and diligently prosecute completion of the work or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement, with the exception of Contractor's proprietary computer models, shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of (1) One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least three (3) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City,

evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its

offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such

verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Keyser Marston Associates, Inc.
500 South Grand Avenue, Suite 1480
Los Angeles, CA 90071
Attn.: Kevin Engstrom

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Aaron Schulze

Telephone: 213-622-8095
E-Mail: kengstrom@keysermarston.com

Telephone: 714-744-2202
E-Mail: aschulze@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

KEYSER MARSTON ASSOCIATES, INC.,
a California corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

ADVISORS IN:

Real Estate
Redevelopment
Affordable Housing
Economic Development

SAN FRANCISCO

A. Jerry Keyser
Timothy C. Kelly
Kate Earle Funk
Debbie M. Kern
David Doezeema

LOS ANGELES

Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey

SAN DIEGO

Paul C. Marra

August 20, 2021

Aaron Schulze

Senior Assistant to the City Manager

City of Orange

300 E. Chapman Avenue

Orange, CA 92866

Re: Chapman University Fiscal Impact Analysis

Dear Mr. Schulze:

Keyser Marston Associates, Inc. (KMA) is pleased to submit this proposal to the City of Orange (City) to evaluate the fiscal impact of Chapman University. As KMA understands the situation, the University is exploring the possibility of expanding and the City would like to understand the potential fiscal impact of both the existing student body, now and into the future, and the impact of an expanded student body on the City. The proposal below is separated into four sections:

- Statement of Qualifications
- Proposed Scope of Services
- Information Needs
- Estimated Budget and Schedule

KMA is pleased to submit this proposal to the City.

STATEMENT OF QUALIFICATIONS

Description of the Firm

KMA is a full-service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services. KMA is a privately held corporation that was founded in 1973. KMA has one of the largest real estate advisory practices on the West Coast. The majority of KMA assignments involve long-standing client relationships.

KMA has 19 professional staff members in offices located in Los Angeles, San Francisco and San Diego. The downtown Los Angeles office provides consulting services to government agencies and private sector clients throughout Southern California.

KMA's services fall within the following general areas:

- Real Estate Evaluation and Transaction Services
- Strategic Planning and Economic Development Services
- Affordable Housing
- Valuation and Litigation Support
- Fiscal Impact Analyses
- Infrastructure and Public Finance Structuring

The increased complexities of real estate transactions demand a strong technical understanding of market opportunities and constraints. KMA can provide services that are grounded in a fundamental understanding of the Southern California real estate market, valuations and investment financing. Unique characteristics possessed by KMA include:

Experience

KMA has 40 years of experience assisting clients throughout the West in real estate market and evaluation services; negotiation services; structuring public/private transactions; and project implementation services.

Cost Effectiveness

KMA is able to be cost effective for our clients given our ability to provide comprehensive services relating to market and financial feasibility, economic analysis, direct implementation experience and public finance without the need for multiple consultants.

Commitment

KMA offers the commitment of principals who are recognized leaders in real estate advisory services throughout California. Our philosophy and structure results in clients having maximum direct contact with the firm's principals.

Relevant Areas of Expertise

KMA provides a full range of real estate advisory services and economic development services to our clients. Descriptions of the firm's services that are pertinent to this engagement follow:

Feasibility Assessment

KMA has undertaken feasibility studies for clients including public agencies at all levels of government, institutional investors, and national shopping center developers. While the purpose of these studies varies considerably, the essence is to identify the basic demand for the use being tested, which is an essential component in the decision making process. KMA has broad experience in commercial, retail and residential market opportunity assessments, and has assisted clients in identifying mid- to long-term development strategies. To this end, KMA has prepared market, financial and implementation studies for downtowns and corridors throughout Los Angeles, San Bernardino, Riverside and Orange Counties.

Financial Evaluation

The use of pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. These financial feasibility analyses are typically geared toward providing KMA's perspective on the development economics for proposed projects.

Disposition Consulting

KMA services in this area include preparation of developer solicitation documents, proposal review, developer selection, participation in developer or owner negotiations, and analysis of pending agreements. KMA has taken an active role in the negotiation process leading to numerous Ground Leases, Disposition and Development Agreements, and Owner Participation Agreements.

Strategic Plans for Residential, Retail, Commercial and Industrial Uses

KMA's economic development services include identifying optimal mix of retail, commercial and industrial uses. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.

Fiscal Impact Analysis

As a full-service land economics consulting firm specializing in real estate predevelopment and evaluation services, KMA has developed extensive experience in assessing the revenue and cost impacts to be generated by proposed developments or implementation of plans. These analyses evaluate capital costs, and annual ongoing revenue and service cost impacts, as well as the employment and income effects.

PROPOSED SCOPE OF SERVICES

Educational institutions, hospitals, and other tax-exempt institutional land uses often represent the greatest trade-off between enhancing the economic base of a community and fiscal sustainability. They typically create many positive economic impacts, including high-paying jobs, a prestigious identity for the community, and are often an economic pillar of both the municipality and the surrounding region. Conversely, they also bring unique challenges. The primary challenge created by large institutional tax exempt uses results from securing resources to fund municipal services given that these uses do not pay local property taxes. As KMA understands the situation, Chapman University is planning on expanding; consequently, the City would like to understand the potential fiscal impact of this expansion. To that end, KMA's work will fall into three general tasks:

- Task I will be to initiate the Project. KMA will meet with the City to discuss the University's participation in the analysis, the approach given the University's

involvement (or not), the scope of work, and the data needs from the City. KMA will also review any existing agreements with the University and undertake a review of “best practices” for analyzing the impacts of universities on cities as well as effective mitigation measures.

- Task II will focus on evaluating the on-going fiscal impacts generated by the University. This analysis will include an assessment of tax revenues and service costs generated directly by the University as well as the indirect impacts generated by students and faculty who live off-campus but within the City of Orange. This analysis will focus on existing impacts but per capita factors will be developed to measure the impacts of future growth in enrollment and staffing.
 - Task III will address the annual operating revenues and one-time impact fee revenues that the City forgoes as a result of the tax-exempt status of the University. The key foregone operating revenues are on-going property tax and property tax in-lieu of motor vehicle license fees. The key foregone construction related revenues are property transfer taxes from the purchase of property and development impact fees.
 - Task IV will provide 25-year projections of the University’s impact on the City’s General Fund for two scenarios
- 1) Task 1 – Project Initiation: KMA proposes to meet with City staff within the first week of being selected. The purpose of the meeting will be to clarify the City’s objectives for the study, understand the University’s willingness to provide data for this study, to discuss potential modifications to the approach and scope of the study to correspond with the level of University involvement, and to discuss data needs. KMA will also review any relevant existing documents
 - 2) Task II – Annual Fiscal Impacts: The estimated annual fiscal impacts will evaluate the City general fund revenues and costs associated with the University.
 - a) General Fund Revenues – KMA will estimate the gross annual tax and subvention revenues that are currently directly generated by the University and indirect/

induced revenues that are generated by off-campus expenditures of students, faculty and staff. The revenues that we anticipate to quantify, through a review of the City budget, interviews with key City staff and the University include the following:

- i) Direct, on-site revenues
 - (1) City's share of sales and use taxes
 - (2) Utility user taxes
 - (3) Franchise fees
- ii) Indirect/induced off-site revenues:
 - (1) Hotel TOT tax generated by University-related business
 - (2) Sales and use taxes from Orange retailers generated by student, faculty, University, and staff purchases
 - (3) Indirect tax impacts of supported employment
 - (4) City's share of annual property tax revenues from off-campus private student and faculty and staff housing (if applicable)
 - (5) City's share of property taxes in-lieu of motor vehicle fees generated by off-campus housing (if applicable).
- b) General Fund Service Costs – The fiscal assessment will also include an evaluation of annual General Fund operating costs related to providing services such as police, fire, and, emergency medical protection, road maintenance costs, and general government costs. Both direct on-site service costs and indirect service costs generated by off-campus students, staff and faculty will be evaluated. The major steps in the costs analysis are:
 - i) Understanding the number of students, faculty and staff who live in Orange (on and off campus)
 - ii) Interview key City staff to discuss impact of University of City budget.
 - iii) Preparing a set of per capita cost factors derived from the City's budget
 - iv) Finalizing the annual cost estimates

- c) Net Annual Impacts – KMA will compare the annual revenues to annual service costs to estimate the net annual direct and indirect/induced fiscal impacts to the City of Orange that are generated by the University.
- 3) Task III – Foregone Revenues Due to Tax Exempt Status: The University is exempt from paying property taxes, which results in a significant loss of tax revenue to the City of Orange. Working with information from the City and University, KMA will evaluate the potential loss of City property tax by the proposed expansion.
- 4) Task IV - Estimate Per Capita Impacts of Future Enrollment Growth: Using information derived from Tasks I - III, KMA will prepare 25-year projections of City revenue and expense factors that can be used to estimate the fiscal impacts of future enrollment under two scenarios, at existing levels and a growth scenario.

INFORMATION REQUIRED

To conduct this analysis, KMA will require a significant amount of information from the City and University, while not complete, our initial thoughts on this information include:

- Existing employment by income level for both scenarios
- Total students for both scenarios
 - Full-time
 - Part-time
- Residency patterns of students and employees
- Existing City revenues generated on site by type, including any:
 - Sales and use taxes
 - Utility user taxes
 - Franchise fees
- Studies/data on student spending patterns

- Any current estimates of City public safety costs allocated to the University based on already collected data
- Data on University events by type of activity
- Projected expansion plans including:
 - Buildings:
 - Project Description
 - Site
 - Scope of development
 - Employment projections
 - Student projections
 - Anticipated ancillary benefits from the expansion (e.g. hotels, etc.)

ESTIMATED PROJECT BUDGET & SCHEDULE

Given the nature of the assignment, the study would be prepared for a not-to-exceed budget of \$65,000. KMA anticipates a draft review of the Study would be available within 12 weeks of receiving authorization to proceed and our receipt of any information requested from the City and University. For the purposes of this analysis, KMA will be available for ten meetings and interviews with key staff, assuming these are a mix of in-person and virtual meetings/interviews. Any additional meetings or appearances at public hearings or meetings will be billed on a time-and-expenses basis in accordance with the following rate schedule.

Billing Rate Schedule	
Chairman, President, Managing Principals	\$280.00
Senior Principals	\$270.00
Principals	\$250.00
Managers	\$225.00
Senior Associates	\$187.50
Associates	\$167.50
Senior Analysts	\$150.00
Analysts	\$130.00
Technical Staff	\$95.00
Administrative Staff	\$80.00

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date. KMA appreciates the opportunity to submit this proposal. If the proposal can be modified to be more responsive to your needs, please do not hesitate to contact us.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



Kevin Engstrom
Senior Principal



Agenda Item

City Council

Item #: 3.14.

9/14/2021

File #: 21-0451

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Dave Curtis, Library Services Director

1. SUBJECT

Appropriation of \$6,000 in designated donation funding received from the Friends of the Orange Public Library.

2. SUMMARY

This \$6,000 donation will be used to provide tools and training for staff development and items to enhance and expand the Library's programming for families.

3. RECOMMENDED ACTION

1. Accept into the City's revenue budget a \$6,000 donation from Friends of the Orange Public Library into revenue account number 100.2001.48390.19990, General Fund - Friends of the Library.

2. Authorize the appropriation of \$6,000 to the following expenditure account numbers for Friends of the Orange Public Library (19990):

\$ 2,000	100.2001.53011.19990	Employee Recognition Program
2,000	100.2001.53340.19990	Craft Supplies
<u>2,000</u>	100.2016.53340.19990	Craft Supplies
\$ 6,000		

4. FISCAL IMPACT

The total appropriations for this donation are funded by the additional revenue received from the Friends of the Orange Public Library.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community

e: Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

6. DISCUSSION AND BACKGROUND

The Friends of the Orange Public Library (Friends) is donating \$6,000 to meet various Library needs, including:

1. \$2,000 for the Orange Public Library Comic-Convention to fund guest speakers, decorations, prizes, and giveaways for approximately 2,000 patrons.

2. \$2,000 for Library Staff Development Day to pay for guest speakers, teambuilding activities, incentives, and refreshments.
3. \$2,000 to fund the Library's Employee Appreciation Program. Funds will be used to reward and motivate staff for their hard work and dedication to the Library throughout the year.

The Orange Public Library will publicize the Friends' contributions in a variety of ways, including credit for programming support on the Library's website, flyers, and social media.

7. ATTACHMENTS

- None



Agenda Item

City Council

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7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.15.

9/14/2021

File #: 21-0475

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Sean deMetropolis, Fire Chief

1. SUBJECT

Appropriation of \$15,000 in Fire Prevention and Preparedness funding received from the California Fire Foundation (CFF) Grant 2021.

2. SUMMARY

The California Fire Foundation has authorized a reimbursement grant award to the Orange City Fire Department in an amount not to exceed \$15,000 for Fiscal Year 2021-2022. There is no matching fund requirement. The goal of the Fire Prevention and Preparedness Grant is to assist local government to establish a system of emergency preparedness for the protection of life and property in the City of Orange.

3. RECOMMENDED ACTION

1. Accept into the City's revenue budget a \$15,000 grant from the California Fire Foundation, into revenue account number 100.3012.45495.30178, General Fund - CFF Grant 2021.
2. Authorize the appropriation of \$15,000 into expenditure account number 100.3021.50221.30178, General Fund - CFF Grant 2021.

4. FISCAL IMPACT

The total appropriations for this grant are funded by the additional revenue received from the California Fire Foundation.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- a. Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

The Orange City Fire Department is continually looking for ways to improve its programs and services. With the most recent historical destructive fires like Canyon, Canyon 2, Bond Fire and Silverado Fire it is imperative that an Emergency Action Campaign is set in place for our residents and visitors. The most recent fires between 2017 and 2020 are the following:

- Canyon Fire: 4,300 acres
- Canyon 2 Fire: 9,200 acres, 60 homes destroyed or damaged

- Bond Fire: 6,686 acres, 25,000 residents evacuated, 31 structures destroyed, 2 injured firefighters
- Silverado Fire: 13,390 acres, 28 structures destroyed or damaged, 2 injured firefighters

The above mentioned fires affected the residents of Orange and mandatory evacuations were put into place. The equestrian community, Orange Park Acres, was the most impacted due to its livestock. Through advanced planning and preparations, the City can prepare residents by educating and promoting programs to teach them personal responsibility, protecting their families, and increasing survivability of their property.

The City currently has several programs to help guide and prepare our residents during an emergency situation. The Ready Set GO wildfire preparedness brochure, AlertOC emergency notification system, social media platforms (Twitter, Instagram, Facebook) and our website are a few ways we are able to educate our residents and visitors.

The Emergency Action Campaign would consist of mailing out informational notecards to all residents of Orange with our website information and social media. This would allow all residents to be aware of our programs, what we offer and our most up-to-date information.

7. ATTACHMENTS

- Grant Agreement for Emergency Action Campaign



Agenda Item

City Council

Item #: 3.15.

9/14/2021

File #: 21-0475

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Sean deMetropolis, Fire Chief

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The Emergency Action Campaign would consist of mailing out informational notecards to all residents of Orange with our website information and social media. This would allow all residents to be aware of our programs, what we offer and our most up-to-date information.

7. ATTACHMENTS

- Grant Agreement for Emergency Action Campaign



Grant Agreement for: Emergency Action Campaign
Decision Date: May 3, 2021

AGREEMENT

This Grant Agreement contains the terms and conditions for your grant in the amount of \$15,000 from the California Fire Foundation (the "Foundation") to Orange City Fire Department (the "Grantee"), dated May 3, 2021. By signing this Grant Agreement and accepting grant funds, an officer or director of the Grantee makes the following representations and agrees to the obligations and conditions set forth.

The Foundation's offer of this grant in the amount of \$15,000 is subject to your agreement with the following terms and conditions:

- 1) Grant funds shall be expended solely in support of the objectives detailed in your proposal and budget for the above-referenced project.
- 2) Grantee shall not engage in any activity that is consistent with the terms of this Agreement, including using these funds in a fashion inconsistent with the Foundation's status as an organization exempt from taxation under Internal Revenue Code Section 501c (3), related IRS regulations and rulings. In particular, no grant funds may be used for lobbying expenditures or to aid in the election or appointment of a public official and/or the passage or defeat of a ballot measure. And, Grantee shall not, directly or indirectly, engage in, support, or promote violence or terrorist-related activities.
- 3) Grantee shall furnish to the Foundation any information concerning a major program or budget change in the proposal.
- 4) The Foundation reserves the right to discontinue, modify or withhold any payment(s) that might otherwise be due under this grant, to require a refund of any unexpended funds, or both, if, in the California Fire Foundation's judgment, any of the following occur:
 - Grant funds have been used for purposes other than those contemplated by this commitment letter; or
 - Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the California Fire Foundation's responsibilities under the grant.
- 5) Any undisbursed project funds shall be remitted to the Foundation within two months following the end of the grant period. Any refund of less than \$100 will be waived.
- 6) Until Grantee receives approval from the Foundation, use of the name, logo or any of its licensed marks is prohibited.
- 7) Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any, claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
- 8) Grantee is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation that details all grant funds used for the approved project proposal and budget.
- 9) Grantee shall submit a final project impact report to Sarah Howard with the Foundation via email at showard@cpf.org **no later than** 45 calendar days after the above-stated end date of your project. This impact report shall include both of the following:
 - A narrative summarizing what was accomplished within the specified project period via the expenditure of grant funds, as well as a description of progress made, related



conclusions and/or the status of the objectives with respect to how grant funds were expended to attain said objectives; and

- A financial report showing the total project budget (which may be greater than the amount of the California Fire Foundation grant) and corresponding expenditures since the start of the grant. Please include related receipts and/or invoices with your report. Refer to this reporting template as a guide.

10) If you are not able to utilize all or part of the grant funds for the proposed project, contact Sarah Howard at 831.717.7690 or showard@cpf.org.

Public Information

The California Fire Foundation will include information regarding this grant in periodic reports and through various media channels. The Foundation also welcomes grantees to make grant award announcements upon return of this signed commitment letter and, to this end, can provide messaging for your reference and use on social media and/or with media outlets. Until Grantee receives prior written approval from the Foundation, use of the Foundation's logo or any of its licensed marks is prohibited.

Acceptance

In signing this agreement, the Grantee's signatory represents to the California Fire Foundation that they have the authority to sign this agreement on behalf of Grantee. ***This grant may be withdrawn if the Foundation has not received your acceptance within 14 calendar days of the date of this letter.*** If Grantee agrees to the grant terms and conditions as stated, please return a signed copy of this contract via email to Sarah Howard at showard@cpf.org within 14 calendar days.

Name of Grantee: CITY OF ORANGE

Printed Name of Signatory: RICK OTTO

Signatory's Title: CITY MANAGER

Signature: [Handwritten Signature] Date Executed: 5/12/21

APPROVED AS TO FORM

[Handwritten Signature]
MARY E. BINNING
Senior Assistant City Attorney



Agenda Item

City Council

Item #: 3.16.

9/14/2021

File #: 21-0500

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Sean deMetropolis, Fire Chief

1. SUBJECT

Appropriation of \$41,888.24 in State of California Office of Emergency Services funding received.

2. SUMMARY

Costs for strike team and individual overhead deployments represent non-budgeted expenditures for the Fire Department. These costs are reimbursed by the State of California Office of Emergency Services at a later date. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2021-2022.

3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$41,888.24 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the following revenue account numbers for Cal-OES reimbursements as specified in Section 6 of the staff report.
2. Authorize the appropriation of \$40,167.99 into the following expenditure account numbers for Overtime-Safety as specified in Section 6 of the staff report.
3. Authorize the appropriation of \$1,720.25 into the following expenditure account numbers for Strike Team Expenditures as specified in Section 6 of the staff report.

4. FISCAL IMPACT

The total appropriations for this reimbursement are funded by the additional revenue received from the State of California Office of Emergency Services.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- a. Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

The Orange City Fire Department is a party to a state-level agreement with the State of California Office of Emergency Services (Cal-OES) to provide fire and emergency assistance to state and federal fire agencies. This agreement is managed by Cal-OES and referred to as the California Fire Assistance Agreement (CFAA). Under this agreement, the Orange City Fire Department generally provides resources two different ways: Strike Teams and Individual Overhead.

Strike team deployments involve an Engine Company, or a Battalion Chief, or a Deputy Chief

responding to an incident with their vehicle, as part of a multi-agency team. Individual Overhead resources respond to fill a specific role for an incident, such as Safety Officer or Line Emergency Medical Technician (EMT).

Upon return from an incident, reimbursement paperwork and invoices are submitted to Cal-OES. The Fire Department recently received reimbursement payments for the OES Pre-Position #210024 for \$14,951.34 and the OES Pre-Position #210025 for \$26,936.90. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2021-2022. The additional funds will reimburse Fire Department overtime and travel expenditures incurred during these incidents.

Staff recommends acceptance of revenue and appropriation of expenditures as follows:

Cal-OES reimbursements (revenue):

\$ 14,951.34	100.3024.48212.40266 - OES Pre-Position #210024
<u>\$ 26,936.90</u>	100.3024.48212.40267 - OES Pre-Position #210025
\$ 41,888.24	

Overtime-Safety (expenditures):

\$ 14,353.38	100.3024.50221.40266 - OES Pre-Position #210024
<u>\$ 25,814.61</u>	100.3024.50221.40267 - OES Pre-Position #210025
\$ 40,167.99	

Strike Team expenditures:

\$ 597.96	100.3024.53860.40266 - OES Pre-Position #210024
<u>\$ 1,122.29</u>	100.3024.53860.40267 - OES Pre-Position #210025
\$ 1,720.25	

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.16.

9/14/2021

File #: 21-0500

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Sean deMetropolis, Fire Chief

1. SUBJECT

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2. SUMMARY

Costs for strike team and individual overhead deployments represent non-budgeted expenditures for the Fire Department. These costs are reimbursed by the State of California Office of Emergency Services at a later date. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2021-2022.

3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$41,888.24 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the following revenue account numbers for Cal-OES reimbursements as specified in Section 6 of the staff report.
2. Authorize the appropriation of \$40,167.99 into the following expenditure account numbers for Overtime-Safety as specified in Section 6 of the staff report.
3. Authorize the appropriation of \$1,720.25 into the following expenditure account numbers for Strike Team Expenditures as specified in Section 6 of the staff report.

4. FISCAL IMPACT

The total appropriations for this reimbursement are funded by the additional revenue received from the State of California Office of Emergency Services.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- a. Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

The Orange City Fire Department is a party to a state-level agreement with the State of California Office of Emergency Services (Cal-OES) to provide fire and emergency assistance to state and federal fire agencies. This agreement is managed by Cal-OES and referred to as the California Fire Assistance Agreement (CFAA). Under this agreement, the Orange City Fire Department generally provides resources two different ways: Strike Teams and Individual Overhead.

Strike team deployments involve an Engine Company, or a Battalion Chief, or a Deputy Chief

responding to an incident with their vehicle, as part of a multi-agency team. Individual Overhead resources respond to fill a specific role for an incident, such as Safety Officer or Line Emergency Medical Technician (EMT).

Upon return from an incident, reimbursement paperwork and invoices are submitted to Cal-OES. The Fire Department recently received reimbursement payments for the OES Pre-Position #210024 for \$14,951.34 and the OES Pre-Position #210025 for \$26,936.90. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2021-2022. The additional funds will reimburse Fire Department overtime and travel expenditures incurred during these incidents.

Staff recommends acceptance of revenue and appropriation of expenditures as follows:

Cal-OES reimbursements (revenue):

\$ 14,951.34	100.3024.48212.40266 - OES Pre-Position #210024
<u>\$ 26,936.90</u>	100.3024.48212.40267 - OES Pre-Position #210025
\$ 41,888.24	

Overtime-Safety (expenditures):

\$ 14,353.38	100.3024.50221.40266 - OES Pre-Position #210024
<u>\$ 25,814.61</u>	100.3024.50221.40267 - OES Pre-Position #210025
\$ 40,167.99	

Strike Team expenditures:

\$ 597.96	100.3024.53860.40266 - OES Pre-Position #210024
<u>\$ 1,122.29</u>	100.3024.53860.40267 - OES Pre-Position #210025
\$ 1,720.25	

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.17.

9/14/2021

File #: 20-162

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

Final Acceptance of Bid No. 190-60, Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park; and authorization to file Notice of Completion.

2. SUMMARY

The City entered into a contract with Academy Electric, Inc. for the full replacement of the electrical distribution equipment and protective enclosures at McPherson Athletic Facility and Killefer Park. The work has been completed to the satisfaction of the Community Services Department.

3. RECOMMENDED ACTION

Accept Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park as complete; and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance



Agenda Item

City Council

Item #: 3.17.

9/14/2021

File #: 20-162

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

Final Acceptance of Bid No. 190-60, Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park; and authorization to file Notice of Completion.

2. SUMMARY

The City entered into a contract with Academy Electric, Inc. for the full replacement of the electrical distribution equipment and protective enclosures at McPherson Athletic Facility and Killefer Park. The work has been completed to the satisfaction of the Community Services Department.

3. RECOMMENDED ACTION

Accept Electrical Panel Replacement for McPherson Athletic Facility and Killefer Park as complete; and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE
REQUEST AND FOR THE BENEFIT OF THE CITY
OF ORANGE AND IS EXEMPT FROM THE
PAYMENT OF A RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS 6103 AND
27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Electrical Panel Replacement for McPherson Athletic Facility & Killefer Park (Bid No. 190-60)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on September 14, 2021 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at 333 S. Prospect Avenue and 615 N. Lemons Street, in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was Academy Electric, Inc., a California Corporation, with its principal office at 864 South Winthrop St., Orange, CA 92869.

The name of the surety on Payment Bond for the Project is United Surety Insurance Company of Nebraska (Bond No. UCSX372X3152) in the amount of \$190,960.00.

DATED as of the 14th day of September 2021.

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 14th day of September 2021.

Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.18.

9/14/2021

File #: 21-0467

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.23, Roof Coating at Taft Branch Library; and authorization to file Notice of Completion.

2. SUMMARY

The project installed a new roof coating. As part of this project a 1.5-inch polyurethane foam roofing system was used to restore the useful life of the roofing system.

Pacific Polymers, Inc. DBA American Foam Experts completed the work to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

Accept Roof Coating at Taft Branch Library Project as complete (Bid No. 20-21.23, SP-4145); and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance



Agenda Item

City Council

Item #: 3.18.

9/14/2021

File #: 21-0467

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.23, Roof Coating at Taft Branch Library; and authorization to file Notice of Completion.

2. SUMMARY

The project installed a new roof coating. As part of this project a 1.5-inch polyurethane foam roofing system was used to restore the useful life of the roofing system.

Pacific Polymers, Inc. DBA American Foam Experts completed the work to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

Accept Roof Coating at Taft Branch Library Project as complete (Bid No. 20-21.23, SP-4145); and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE
REQUEST AND FOR THE BENEFIT OF THE CITY
OF ORANGE AND IS EXEMPT FROM THE
PAYMENT OF A RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS 6103 AND
27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Roof Coating at Taft Branch Library Project (Bid No. 20-21.23; SP-4145)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on September 14, 2021 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at 740 E. Taft Avenue, Orange, CA 92865 known as the Taft Branch Library in the City of Orange, State of California. The contractor who performed (or caused to be performed) said public work and improvements were Pacific Polymers Inc., a California corporation, dba American Foam Experts with its principal office at 2950 Buskirk Avenue, Suite 300, Walnut Creek, State of California.

The name of the surety on the Labor and Material Bond for the Project is Western National Mutual Insurance Company, Minnesota (Bond No. 53935) in the amount of \$65,780.00.

DATED as of the 14th day of September 2021.

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 14th day of September 2021 at Orange, California.

Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.19.

9/14/2021

File #: 21-0468

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.32, Community Development Block Grant - Americans with Disabilities Act Bathroom Door Access at Main Library Project; and authorization to file Notice of Completion.

2. SUMMARY

The project installed four new Americans with Disabilities Act door activation systems to both the men's and women's restrooms on the first and second floors of the Main Library.

RS Construction & Development completed the work to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

Accept Community Development Block Grant Americans with Disabilities Act - Bathroom Door Access at Main Library Project as complete (Bid No. 20-21.32, SP-4147), and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance



Agenda Item

City Council

Item #: 3.19.

9/14/2021

File #: 21-0468

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.32, Community Development Block Grant - Americans with Disabilities Act Bathroom Door Access at Main Library Project; and authorization to file Notice of Completion.

2. SUMMARY

The project installed four new Americans with Disabilities Act door activation systems to both the men's and women's restrooms on the first and second floors of the Main Library.

RS Construction & Development completed the work to the satisfaction of the Public Works Department.

3. RECOMMENDED ACTION

Accept Community Development Block Grant Americans with Disabilities Act - Bathroom Door Access at Main Library Project as complete (Bid No. 20-21.32, SP-4147), and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Community Development Block Grant Americans with Disabilities Act Bathroom Door Access at Main Library Project (Bid No. 20-21.32; SP-4147)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on September 14, 2021 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at 407 E. Chapman Avenue, Orange, CA 92866 known as the Main Library in the City of Orange, State of California. The contractor who performed (or caused to be performed) said public work and improvements were RS Construction & Development Inc., a California corporation, with its principal office at 218 W. E. Street, Ontario, State of California.

The name of the surety on the Labor and Material Bond for the Project is The Ohio Casualty Insurance Company, New Hampshire (Bond No. 24244816) in the amount of \$32,720.00.

DATED as of the 14th day of September 2021.

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 14th day of September 2021 at Orange, California.

Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.20.

9/14/2021

File #: 21-0479

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.41, Calsense Installation at McPherson Athletic Facility; and authorization to file Notice of Completion with the County Recorder.

2. SUMMARY

The City entered into a contract with Nieves Landscape, Inc. for Calsense irrigation controller installation at the McPherson Athletic Facility. The controllers will increase the efficiency of the irrigation system at the parks, minimizing runoff and improve water distribution. The work has been completed to the satisfaction of the Community Services Department.

3. RECOMMENDED ACTION

Accept Calsense Installation at McPherson Athletic Facility as complete; and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance Bid No. 20-21.41



Agenda Item

City Council

Item #: 3.20.

9/14/2021

File #: 21-0479

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager / Community Services Director

1. SUBJECT

Final Acceptance of Bid No. 20-21.41, Calsense Installation at McPherson Athletic Facility; and authorization to file Notice of Completion with the County Recorder.

2. SUMMARY

The City entered into a contract with Nieves Landscape, Inc. for Calsense irrigation controller installation at the McPherson Athletic Facility. The controllers will increase the efficiency of the irrigation system at the parks, minimizing runoff and improve water distribution. The work has been completed to the satisfaction of the Community Services Department.

3. RECOMMENDED ACTION

Accept Calsense Installation at McPherson Athletic Facility as complete; and authorize staff to file Notice of Completion with the County Recorder.

4. ATTACHMENTS

- Notice of Completion and Acceptance Bid No. 20-21.41

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE
REQUEST AND FOR THE BENEFIT OF THE CITY
OF ORANGE AND IS EXEMPT FROM THE
PAYMENT OF A RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS 6103 AND
27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Calsense Installation at McPherson Athletic Facility (Bid No. 20-21.41)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on September 14, 2021 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at McPherson Athletic Facility, 333 S. Prospect Ave., in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was Nieves Landscape Inc., a California Corporation, with its principal office at 1629 E. Edinger Ave. Santa Ana CA 92705.

DATED as of the 14th day of September 2021.
corporation

CITY OF ORANGE, a municipal

By: _____
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 14th day of September 2021.

Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.21.

9/14/2021

File #: 21-0482

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Approval of plans and specifications for the Annual Pipeline Renewal Project and authorization to advertise Bid No. 21-22.08.

2. SUMMARY

Construction plans and specifications are completed for the Annual Pipeline Renewal Project. The project is ready to be advertised for bids. The estimated construction cost is \$925,830.

3. RECOMMENDED ACTION

Approve the plans and specifications, and authorize advertising for bids.

4. FISCAL IMPACT

The total expenditure for this project is \$925,830 and will be funded in the Pipeline Renewal Projects (18400) through the Water Fund (600).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

Existing water mains on Santiago Blvd. and Nohl Ranch Rd. are scheduled to be replaced as part of the Annual Pipeline Renewal Project. These water mains were constructed in the late 1960s and have had leaks due to corrosive soils, and are undersized per current standards. The repairs are challenging as they also impact large service areas.

Plans and Specifications have been prepared by water engineering staff to replace these existing water mains. The new equipment will provide more reliable water service and fire protection to the residents in the area.

The scope of work consists of utility potholing, installation of approximately 3,000 feet of new water mains, new water meters, lateral services, fire hydrants, valves, fittings, and other appurtenances in

accordance with current water standards.

The engineering estimate for construction costs for this project is \$925,830. Construction is scheduled to begin in January of 2022 and is expected to be completed within 120 calendar days.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA guidelines Section 15301 "Existing Facilities" Class 1 (c). The CEQA Notice of Exemption will be filed with the County Recorder's Office upon Council's approval of the plans and specifications.

7. ATTACHMENTS

- Location Map



Agenda Item

City Council

Item #: 3.21.

9/14/2021

File #: 21-0482

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Approval of plans and specifications for the Annual Pipeline Renewal Project and authorization to advertise Bid No. 21-22.08.

2. SUMMARY

Construction plans and specifications are completed for the Annual Pipeline Renewal Project. The project is ready to be advertised for bids. The estimated construction cost is \$925,830.

3. RECOMMENDED ACTION

Approve the plans and specifications, and authorize advertising for bids.

4. FISCAL IMPACT

The total expenditure for this project is \$925,830 and will be funded in the Pipeline Renewal Projects (18400) through the Water Fund (600).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

Existing water mains on Santiago Blvd. and Nohl Ranch Rd. are scheduled to be replaced as part of the Annual Pipeline Renewal Project. These water mains were constructed in the late 1960s and have had leaks due to corrosive soils, and are undersized per current standards. The repairs are challenging as they also impact large service areas.

Plans and Specifications have been prepared by water engineering staff to replace these existing water mains. The new equipment will provide more reliable water service and fire protection to the residents in the area.

The scope of work consists of utility potholing, installation of approximately 3,000 feet of new water mains, new water meters, lateral services, fire hydrants, valves, fittings, and other appurtenances in

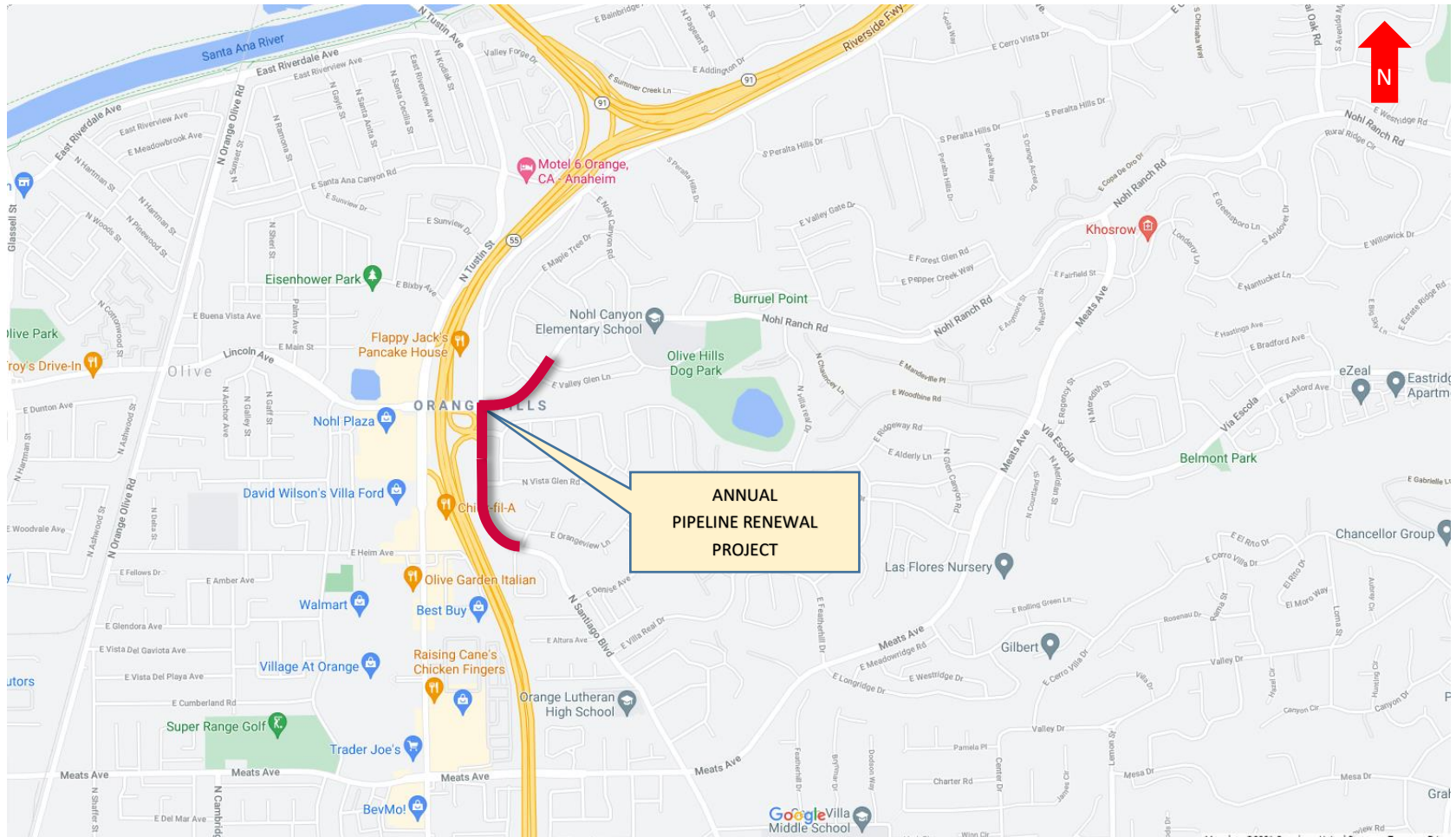
accordance with current water standards.

The engineering estimate for construction costs for this project is \$925,830. Construction is scheduled to begin in January of 2022 and is expected to be completed within 120 calendar days.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA guidelines Section 15301 "Existing Facilities" Class 1 (c). The CEQA Notice of Exemption will be filed with the County Recorder's Office upon Council's approval of the plans and specifications.

7. ATTACHMENTS

- Location Map



LOCATION MAP NTS



Agenda Item

City Council

Item #: 3.22.

9/14/2021

File #: 21-0488

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Approval of plans and specifications and authorization to advertise for bids for Community Development Block Grant Americans with Disabilities Act Wheelchair Access Ramps at Various Locations Project Fiscal Year 2021-2022; Bid No. 21-22.07.

2. SUMMARY

Plans and specifications have been completed and the project is ready to be advertised for bids. The total estimated construction cost, including contingencies and construction engineering (15%), is \$129,950.

3. RECOMMENDED ACTION

Approve plans and specifications and authorize advertising for bids for Community Development Block Grant Americans with Disabilities Act Wheelchair Access Ramps at Various Locations, Fiscal Year 2021-2022; SP-4177.

4. FISCAL IMPACT

The total expenditure, including the 15% contingency, for this project is \$129,950 and will be funded in Community Development Block Grant Americans with Disabilities Act Improvements (11328) through Community Development Block Grant (310).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

This project will provide for the construction of approximately 19 Americans with Disabilities Act (ADA) wheelchair access ramps at various locations citywide. As part of this project, detectable warning surfaces (truncated domes) will be installed per the American with Disabilities Act Accessibility Guidelines (ADAAG) requirements.

The City receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development for activities that primarily benefit Low and Moderate Income

residents. Construction of ADA compliant access ramps citywide qualifies for CDBG funding because the ramps benefit disabled residents that are considered to be Low Income.

Construction is scheduled to begin in January 2022 and is expected to be completed within 30 calendar days.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA guidelines Section 15301 "Existing Facilities" Class 1 (c). The Notice of Exemption will be filed with the County Recorder's Office upon Council's approval of the plans and specifications

Specifications and cost estimates are available for review in the Public Works Department.

7. ATTACHMENTS

- Location Map



Agenda Item

City Council

Item #: 3.22.

9/14/2021

File #: 21-0488

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

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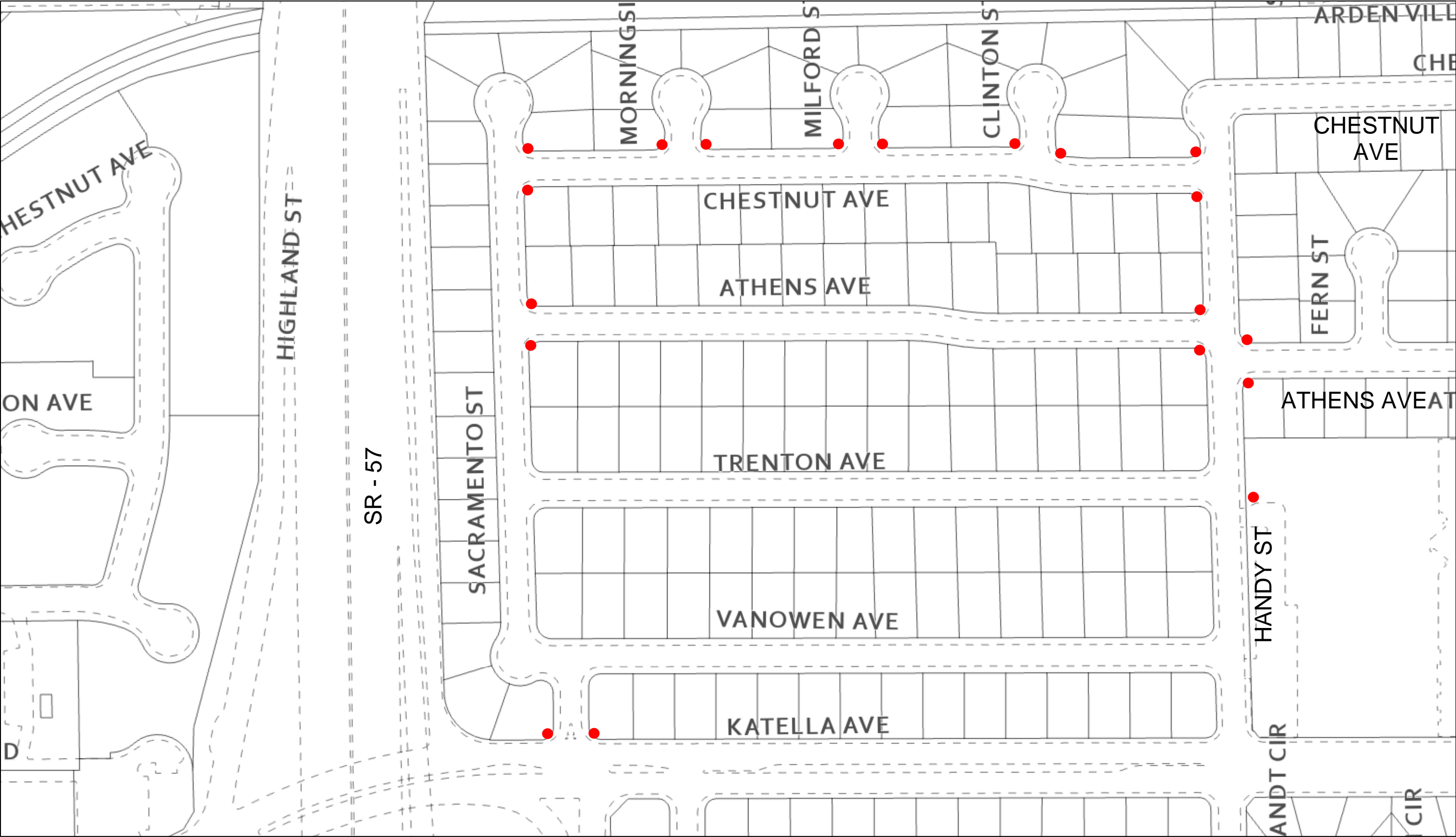
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Specifications and cost estimates are available for review in the Public Works Department.

7. ATTACHMENTS

- Location Map

Location Map



6/1/2021, 4:51:25 PM

CDBG ADA FY 21-22

19 RAMPS THIS SHEET

● ADA RAMP
RECONSTRUCTION



NOT TO SCALE



Agenda Item

City Council

Item #: 3.23.

9/14/2021

File #: 21-0502

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Gary A. Sheatz, City Attorney

1. SUBJECT

Claims for Damages.

2. SUMMARY

Six claims have been received and investigated by the City Attorney's Office and/or the Risk Manager with the involved departments.

3. RECOMMENDED ACTION

Deny the following claims and refer to City Attorney and Claims Adjuster:

1. Frontal EW Town & Country, LLC
2. Laurie Rhode
3. Donabel Chacon
4. Everest Re Group, Ltd. a/s/o Sunrise of Orange Propco, LLC
5. Mercury Insurance a/s/o Leah Aguirre
6. Allen Makorow

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

1. Claim for damages from Frontal EW Town & Country, LLC alleging property damage when the floor of a parking structure flooded due to a City main backup.
2. Claim for damages from Laurie Rhode alleging property damage to sewer main due to City tree roots.
3. Claim for damages from Donabel Chacon requesting financial assistance for the maintenance of front yard due to City tree debris.
4. Claim for damages from Everest Re Group, Ltd. a/s/o Sunrise of Orange Propco, LLC alleging property damage to worksite due to a faulty pond pump.
5. Claim for damages from Mercury Insurance a/s/o Leah Aguirre alleging property damage to

insured's vehicle due to a traffic collision involving an Orange Police Department vehicle.

6. Claim for damages from Allen Makorow alleging property damage when City tree branches fell on Claimant's vehicle.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.23.

9/14/2021

File #: 21-0502

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Gary A. Sheatz, City Attorney

1. SUBJECT

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None.

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insured's vehicle due to a traffic collision involving an Orange Police Department vehicle.

6. Claim for damages from Allen Makorow alleging property damage when City tree branches fell on Claimant's vehicle.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.24.

9/14/2021

File #: 21-0427

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to Gentry General Engineering, Inc. for Chapman Avenue Alley Improvement; Bid No. 21-22.03.

2. SUMMARY

Bids for the Chapman Avenue Alley Improvement (SP-4164) were received and opened on July 22, 2021. Two bidders responded to the notice inviting bids. The apparent low bidder is Gentry General Engineering, Inc. of Rancho Cucamonga, California in the amount of \$111,000.

3. RECOMMENDED ACTION

1. Authorize a transfer in the amount of \$14,133 from 953.5011.56020.20403 (Building Old Towne East Parking Structure) to 953.5011.56020.20486 (Chapman Avenue Alley Improvements).
2. Authorize a transfer in the amount of \$135,867 from 954.5011.50615.30165 (Grand Avenue Parking Lot Improvements) to 954.5011.56020.20486 (Chapman Avenue Alley Improvements).
3. Approve the contract with Gentry General Engineering, Inc. in the total amount of \$121,100, representing an original amount of \$111,000 plus a 10% contingency of \$11,100, for Chapman Avenue Alley Improvement, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this project, including staff time, is \$150,000 and will be funded in Chapman Avenue Alley Improvements (20486) through:

NW & SW Merged 2003 Tax Exempt (953)	\$14,133
Merged 2008 Tax Exempt Bonds (954)	<u>135,867</u>
Total	\$150,000

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The Chapman Avenue Alley Improvement was created to convert the existing alley north of Chapman Avenue, from Lemon Street to Cypress Street, into a pedestrian only corridor. The corridor will provide a pedestrian friendly pathway connecting the train depot area to the Old Towne West Parking Structure and create better utilization of the alley for adjacent local businesses. The Depot Specific Plan encouraged this type of pedestrian connectivity and the conversion of the alley to pedestrian access only will help establish the corridor for future development. Removable bollards will be installed on both ends to prevent vehicle access and a new trash enclosure will be constructed to relocate existing trash pickup services outside the corridor. The new trash enclosure will have brick veneer to match the exterior surface of the parking structure; the existing planter will be expanded to blend the trash enclosure with the existing landscaping. Staff have reached out to all the businesses in the alley to present our plan and address their concerns.

The bid solicitation was advertised informally on July 1, 2021 for a period of three weeks and bids were opened on July 22, 2021. Two bids were received as follows:

- | | |
|-------------------------------------|-----------|
| 1. Gentry General Engineering, Inc. | \$111,000 |
| 2. CMB Structures, Inc. | \$120,142 |

Staff checked the references and qualifications for Gentry General Engineering, Inc. and found them to be acceptable, with adequate years of experience in completing contracts of similar nature to this project. Therefore, staff recommends that Gentry General Engineering, Inc. be awarded the contract in the amount of \$121,100, representing an original amount of \$111,000 plus a 10% contingency of \$11,100 for Chapman Avenue Alley Improvement.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA guidelines Section 15303 "New Construction or Conversion of Small Structures" Class 3 (e). The CEQA Notice of Exemption was filed with the County Recorder's Office.

Construction is scheduled to begin in September 2021 and is expected to be completed within 30 calendar days.

7. ATTACHMENTS

- Bid Abstract
- Location Map
- Contract Agreement



Agenda Item

City Council

Item #: 3.24.

9/14/2021

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Construction is scheduled to begin in September 2021 and is expected to be completed within 30 calendar days.

7. ATTACHMENTS

- Bid Abstract
- Location Map
- Contract Agreement

City of Orange: Summary of Bid Abstracts for:

Chapman Avenue Alley Improvement

Bid No. 21-22.03; Project No. SP-4164

Date of Bid Opening: 7/22/2021

				ENGINEER'S ESTIMATE		1 Gentry General Engineering, Inc. Tel. No. (909) 330-1128		2 CMB Structures, Inc. Tel. No. (909) 980-4538	
NO.	DESCRIPTION OF WORK	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Construct 6'4" Tall, 25.4' x 10.5' with 8" Thick Concrete Slab (Old Towne Finish), Type A Trash Enclosure Area per City of Orange Std. 409, Standard 8" Concrete Block with Brick Veneer, and Furnish and Install 5' Wide Single-Door Gate. Enclosure Gate and Single-Door Gate per Spec Sheet in Attachment 2 or Approved Equal, Primer and Paint Semi-Gloss Black	1	LS	\$ 30,000.00	\$30,000.00	\$43,300.00	\$43,300.00	\$56,000.00	\$56,000.00
2	Construct 8" Thick P.C.C. Pavement (Old Towne Finish) over Compacted Native	400	SF	\$ 22.00	\$8,800.00	\$42.00	\$16,800.00	\$41.50	\$16,600.00
3	Construct 8" Thick Colored P.C.C. Pavement (Old Towne Finish) over Compacted Native, Scofield - Red Brick, SG160-4	140	SF	\$ 25.00	\$3,500.00	\$50.00	\$7,000.00	\$57.50	\$8,050.00
4	Furnish and Install 6" Dia. (10.5" O.D.) Removable Decorative Bollard with Custom Logo and Padlock per Design Standard in Attachment 2 or Approved Equal	5	EA	\$ 3,000.00	\$15,000.00	\$2,200.00	\$11,000.00	\$2,000.00	\$10,000.00
5	Furnish and Install 4.5" Dia. Fixed Bollard, Paint Yellow to Match Existing	9	EA	\$ 1,000.00	\$9,000.00	\$906.00	\$8,154.00	\$1,000.00	\$9,000.00
6	Construct Modified "Type B-1" Concrete Curb per City of Orange Std. 117, 6" Curb Face (Old Towne Finish)	48	LF	\$ 70.00	\$3,360.00	\$104.00	\$4,992.00	\$54.00	\$2,592.00
7	Sawcut, Remove, and Reconstruct Concrete Alley Gutter (Half) per City of Orange Std. 113 or to Match Existing (Old Towne Finish)	50	SF	\$ 22.00	\$1,100.00	\$91.00	\$4,550.00	\$50.00	\$2,500.00
8	Reset Existing Bollard	1	EA	\$ 800.00	\$800.00	\$604.00	\$604.00	\$1,100.00	\$1,100.00
9	Furnish and Install Irrigation System and Landscaping	1	LS	\$ 5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$7,900.00	\$7,900.00
10	Furnish and Deliver 6" Dia. (10.5" O.D.) Removable Decorative Bollard with Custom Logo and Padlock per Design Standard in Attachment 2 or Approved Equal to City's Corp Yard	2	EA	\$ 1,000.00	\$2,000.00	\$1,800.00	\$3,600.00	\$3,200.00	\$6,400.00
Grand Total					\$78,560.00		\$111,000.00		\$120,142.00

Location Map: Chapman Avenue Alley Improvement



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mi



NOT TO SCALE

CONTRACT
[Chapman Avenue Alley Improvement (Bid No. 21-22.03; SP-4164)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2021 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and GENTRY GENERAL ENGINEERING, INC, a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bond(s) presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for Chapman Avenue Alley Improvement (Drawing SP-4164) prepared for City by Karl Schmidt, approved by the “Engineer” (as defined herein below) on July 1, 2021, and consisting of sheets numbered 1 through 3, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or his/her designee);

(3) The "Standard Specifications for Public Works Construction" (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The “City of Orange Standard Special Provisions;”

(5) The Standard Plans; and

(6) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special

Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the “Plans and Specifications.”

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Principal Engineer, Randy Nguyen (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor’s Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within ten (10) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed ONE HUNDRED ELEVEN THOUSAND DOLLARS and 00/100 (\$111,000.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and

doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ELEVEN THOUSAND ONE HUNDRED DOLLARS and 00/100 (\$11,100.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed ONE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED DOLLARS and 00/100 (\$121,100.00).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7
Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or its subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or his/her designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change

employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Gentry General Engineering, Inc.
P.O. Box 332
Rancho Cucamonga, CA 91730
Attn: Brenton Gentry

Telephone: (909) 330-1128
E-Mail: brenton@gentrygeneral.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: Randy Nguyen

Telephone: (714) 744-5531
E-Mail: rnguyen@cityoforange.org

**ARTICLE 19
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy
Mayor of the City of Orange

CONTRACT, BOND(S) AND INSURANCE
APPROVED BY:

ATTEST:

Mary E. Binning
Senior Assistant City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

GENTRY GENERAL ENGINEERING, INC,
a California corporation

***[Note: Signature of Chairman of the
Board, President or Vice President is
required]***

By: _____
Printed Name: _____
Title: _____

***[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]***

By: _____
Printed Name: _____
Title: _____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) 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 be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor 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 journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



Agenda Item

City Council

Item #: 3.25.

9/14/2021

File #: 21-0494

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of contract to Accurate Corrosion Control, Inc. for Reservoir 4 Exterior Cathodic Protection System Installation Project; Bid No. 21-22.01.

2. SUMMARY

Four bids for Reservoir 4 Exterior Cathodic Protection System Installation Project (Project No. W-703) were received and opened on August 19, 2021. The apparent low bidder is Accurate Corrosion Control, Inc.

3. RECOMMENDED ACTION

1. Award contract to Accurate Corrosion Control, Inc. in the amount of \$119,375 for Reservoir 4 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize 11,937.50 (10%) of the contract amount for contingency purposes.
3. Authorize the appropriation of \$27,900 from the Water Fund unreserved fund balance to expenditure account number 600.8041.56440.18301, Water Fund - Exterior Cathodic Protection Systems.

4. FISCAL IMPACT

The total expenditure, including the 10% contingency, for this contract is \$131,312.50 and will be funded in the Exterior CP Systems (18301) through Water Fund (600).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

Constructed in 1968, Reservoir 4 is a five million gallon welded steel water storage tank located at 5300 Avenida Palmar in the southeastern portion of Orange. This partially buried tank requires complete internal and external Cathodic Protection (CP) systems to prevent corrosion to the metal

shell and structural elements. Recent annual monitoring surveys completed by the City's authorized contractor have identified that the reservoir's existing external CP system has reached its service life and is not able to provide sufficient protection as originally designed.

In July 2019, the City retained Corrpro Companies, Inc. to prepare plans and specifications for a new external CP system to replace the existing system. The project scope of work includes installation of a new exterior CP system rectifier, drilling and installation of six new anode beds comprised of silicone cast iron anodes with accompanying anode junction boxes and three test stations around the reservoir perimeter. The project will also include the relocation of the existing internal CP system rectifier to the new pump building, pavement trenching and restoration for new electrical conduits, wires, and reconnection to the existing power panel and meter.

The project was advertised on both July 22, 2021 and August 5, 2021. Bids were received and opened on August 19, 2021, with 4 bidders responding as follows.

Rank	Contractor	Bid Amount
1	Accurate Corrosion Control, Inc., Glendale, AZ	\$119,375
2	Calpromax Engineering, Inc., Placentia, CA	\$135,900
3	Farwest Corrosion Control Company, Downey, CA	\$145,375
4	Minco Construction, Gardena, CA	\$177,700

Accurate Corrosion Control, Inc. is the apparent responsive low bidder. Staff conducted reference checks and received positive feedback on Accurate Corrosion Control's performance. Staff recommends that Accurate Corrosion Control, Inc. be awarded the contract for the Reservoir 4 External Cathodic Protection System Project. Construction is scheduled to begin in November 2021 and is expected to be completed within 120 calendar days.

7. ATTACHMENTS

- Bid Abstract
- Location Map
- Contract



Agenda Item

City Council

Item #: 3.25.

9/14/2021

File #: 21-0494

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of contract to Accurate Corrosion Control, Inc. for Reservoir 4 Exterior Cathodic Protection System Installation Project; Bid No. 21-22.01.

2. SUMMARY

Four bids for Reservoir 4 Exterior Cathodic Protection System Installation Project (Project No. W-703) were received and opened on August 19, 2021. The apparent low bidder is Accurate Corrosion Control, Inc.

3. RECOMMENDED ACTION

1. Award contract to Accurate Corrosion Control, Inc. in the amount of \$119,375 for Reservoir 4 Exterior Cathodic Protection System Installation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize 11,937.50 (10%) of the contract amount for contingency purposes
3. Authorize the appropriation of \$27,900 from the Water Fund unreserved fund balance to expenditure account number 600.8041.56440.18301, Water Fund - Exterior Cathodic Protection Systems.

4. FISCAL IMPACT

The total expenditure, including the 10% contingency, for this contract is \$131,312.50 and will be funded in the Exterior CP Systems (18301) through Water Fund (600).

5. STRATEGIC PLAN GOALS

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b: Provide and maintain infrastructure necessary to ensure the safety of the public.

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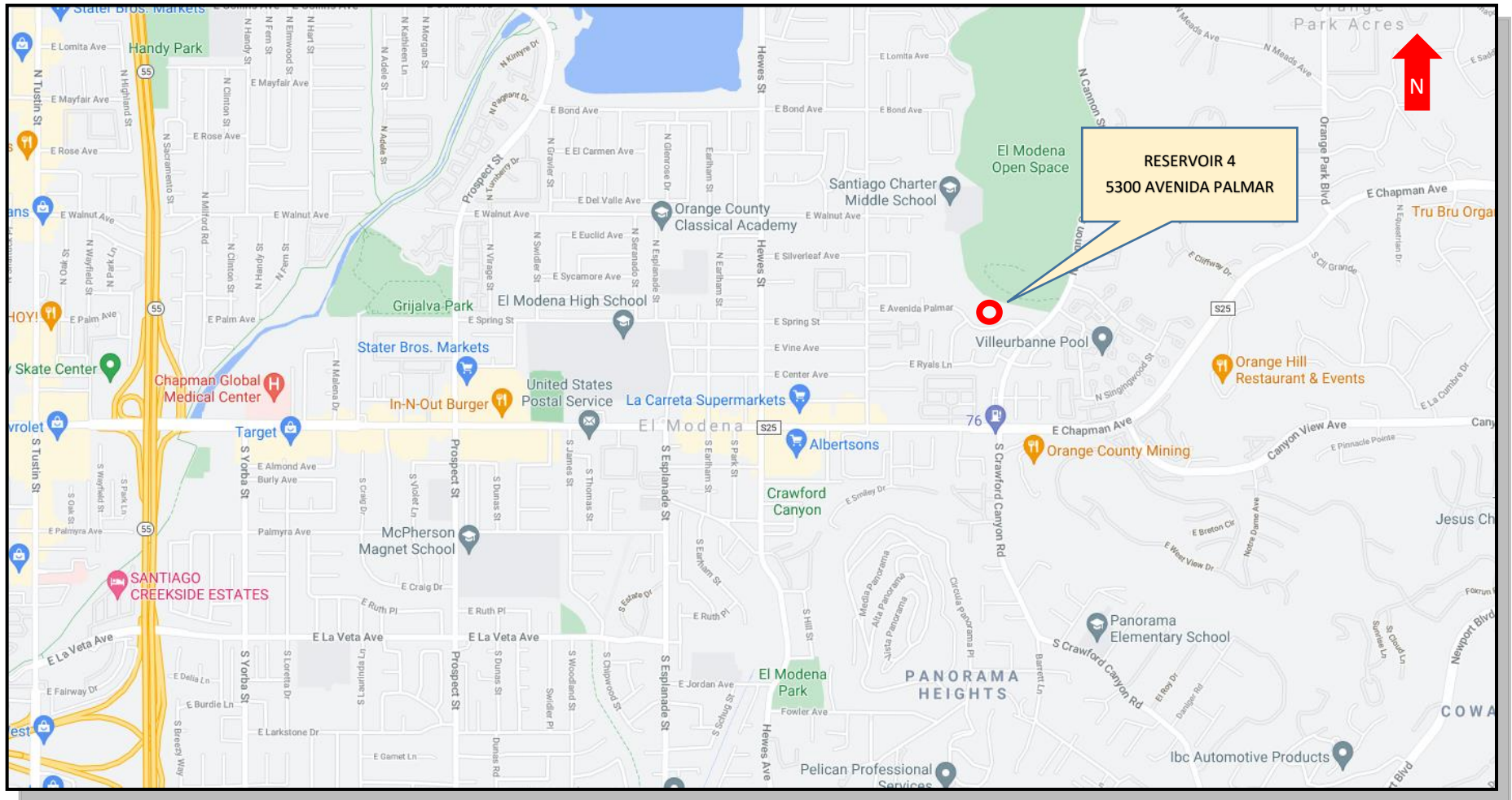
7. ATTACHMENTS

- Bid Abstract
- Location Map
- Contract

City of Orange: Summary of Bid Abstracts for:

Reservoir 4 External Cathodic Protection System Installation
Bid No. 21-22.01; W-703
Date of Bid Opening: 8/19/2021

				ENGINEER'S ESTIMATE		1		2		3		4	
						Accurate Corrosion Control, Inc. Tel. No. 623-486-7800		Calpromax Engineering, Inc. Tel. No. 714-573-4599		Farwest Corrosion Control Company - CA Tel. No. 310-532-9524		Minco Construction Tel. No. 310-516-8100	
NO.	DESCRIPTION OF WORK	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Reservoir 4 External CP System Installation													
1	Mobilizations, demobilizations, phasing, demo, and complete installation of a new external cathodic protection system per project plans and specifications. Proposed work shall include, but not limited to obtaining all necessary permits & bonds, and restoration of existing pavement as shown on project plans. This bid item shall also include seeking for, securing, and completing the Temporary Use Permit (TUP) application from the City Planning Division prior to start of construction, and maintenance of staging area over the duration of the project for the lump sum unit price of:	1	LS	\$ 122,500.00	\$122,500.00	\$119,375.00	\$119,375.00	\$135,900.00	\$135,900.00	\$145,375.00	\$145,375.00	\$177,000.00	\$177,000.00
Grand Total					\$122,500.00		\$119,375.00		\$135,900.00		\$145,375.00		\$177,000.00



LOCATION MAP
NTS

CONTRACT
[Reservoir 4 External Cathodic Protection System Installation (Bid No. 21-22.01)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2021 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ACCURATE CORROSION CONTROL, INC., (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for Reservoir 4 External Cathodic Protection System Installation (Drawing W-703) prepared for City by Corrpro Companies, Inc. approved by the “Engineer” (as defined herein below) on May 26, 2020, and consisting of sheets numbered 1 through 7, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or his/her designee);

(3) The "Standard Specifications for Public Works Construction" (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The “City of Orange Standard Special Provisions;”

(5) The Standard Plans; and

(6) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges

that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the “Plans and Specifications.”

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Associate Civil Engineer, Ryan Visperas (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor’s Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within one hundred and twenty (120) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor’s Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS and 0/100 (\$119,375.00) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ELEVEN THOUSAND NINE HUNDRED THIRTY SEVEN DOLLARS and 50/100 (\$11,937.50) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed ONE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED TWELVE DOLLARS and 50/100 (\$131,312.50).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read,

reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or its subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be

primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or his/her designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification

shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. **[For contracts approved by the City Council:** The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.]

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Accurate Corrosion Control, Inc.
7310 N 108th Ave.
Glendale, AZ 85307

Attn: Paul Sedlet/President

Telephone:

E-Mail:

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Jose Diaz/ Water Manager

Telephone: (714) 288-2475

E-Mail: jdiaz@cityoforange.org

ARTICLE 19

Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20

Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy
Mayor of the City of Orange

CONTRACT, BOND(S) AND INSURANCE
APPROVED BY:

ATTEST:

(Senior Assistant) City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

If a CORPORATION, insert full name of corporation: _____

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: _____
Printed Name: _____
Title: _____

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: _____
Printed Name: _____
Title: _____

*If a GENERAL PARTNERSHIP, insert full name
of partnership:*

*[Note: Signature of Managing General
Partner is required]*

By: _____
Printed Name: _____
Title: _____

*If a LIMITED PARTNERSHIP, insert full name
of partnership:*

*[Note: Signature of Managing General
Partner is required]*

By: _____
Printed Name: _____
Title: _____

***If a LIMITED LIABILITY COMPANY,
insert full name of company:***

***[Note: Signature of Managing Member
or Person(s) Authorized to bind LLC is
(are) required]***

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

***If a SOLE PROPRIETORSHIP, insert full name
of owner and any fictitious business name:***

_____,

doing business as _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contract.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) 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 be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor 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 journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



City Council

File #: 21-0485

FROM: Pamela Coleman, City Clerk

- Ordinance No. 14-21



City Council

File #: 21-0485

FROM: Pamela Coleman, City Clerk

- Ordinance No. 14-21

ORDINANCE NO. 14-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING VARIOUS SECTIONS IN TITLE 2 OF THE ORANGE MUNICIPAL CODE RELATED TO THE ADMINISTRATION AND PERSONNEL OF THE CITY.

WHEREAS, the Orange Municipal Code requires updates, from time to time, to reflect current administrative or operational procedures adopted by the City; and

WHEREAS, the changes proposed update the Code with regard to administration and personnel title changes, reflect the increase in total membership of the City Council from five to seven elected officials, establish the Park Planning and Community Events Commission, and otherwise capture general language clean-up.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

The Ordinance is not a project under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378, because it involves an organizational and administrative activity of the City of Orange that will not result in direct or indirect physical changes in the environment.

SECTION II:

Section 2.04.060 of the Orange Municipal Code, “City Council - Meetings – Roll Call,” is hereby amended to read as follows:

2.04.060 – Roll Call.

Before proceeding with the business of the Council, the Director of City Clerk Services or Deputy City Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes.

SECTION III:

Section 2.04.070 of the Orange Municipal Code, “City Council – Meetings – Quorum,” is hereby amended to read as follows:

2.04.070 – Quorum.

A majority of all the members elected to the Council shall constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the presiding officer shall, at the insistence of any members present, compel the attendance of absent members.

SECTION IV:

Section 2.04.090 of the Orange Municipal Code, “City Council – Meetings- Presiding Officer May Debate and Vote,” is hereby amended to read as follows:

2.04.090 – Presiding Officer May Debate and Vote.

The Mayor or such other member of the Council as may be presiding may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Councilmember by reason of acting as the presiding officer.

SECTION V:

Section 2.04.110 of the Orange Municipal Code, “City Council – Meetings- Interruptions Not Permitted,” is hereby amended to read as follows:

2.04.110 – Interruptions Not Permitted.

A member, once recognized, shall not be interrupted when speaking unless it is to call them to order, or as otherwise provided in this chapter. If a member, while speaking, is called to order, they shall cease speaking until the question of order is determined, and, if in order, they shall be permitted to proceed.

SECTION VI:

Section 2.04.120 of the Orange Municipal Code, “City Council - Meetings – Privilege of Closing Debate,” is hereby amended to read as follows:

2.04.120 – Privilege of Closing Debate.

The Councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.

SECTION VII:

Section 2.04.140 of the Orange Municipal Code, “City Council - Meetings – Remarks of Councilman – When Entered in Minutes,” is hereby amended to read as follows:

2.04.140 - Remarks of Councilmember– When Entered in Minutes

A Councilmember may request, through the presiding officer, the privilege of having an abstract of their statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

SECTION VIII.

Section 2.04.190 of the Orange Municipal Code, “City Council - Meetings – Addressing the Council-Manner-Time Limit,” is hereby amended to read as follows:

2.04.190 – Addressing the Council-Manner-Time Limit.

Each person addressing the Council shall step up (to the microphone), shall give their name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit their address to two minutes. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked a Councilmember except through the presiding officer.

SECTION IX.

Section 2.04.200 of the Orange Municipal Code, “City Council - Meetings – Silence Constitutes Affirmative Vote,” is hereby amended to read as follows:

2.04.200 – Silence Constitutes Affirmative Vote.

Unless a member of the Council states that they are not voting, their silence shall be recorded as an affirmative vote.

SECTION X.

Section 2.04.230 of the Orange Municipal Code, “City Council - Meetings – Persons Authorized to be Within Rail,” is hereby amended to read as follows:

2.04.230 – Persons Authorized to Approach the Dais.

No person except City officials and their representatives shall be permitted to approach the dais without the express consent of the Council.

SECTION XI:

Section 2.04.240 of the Orange Municipal Code, “City Council – Meetings – Filing Protest Against Council Action,” is hereby amended to read as follows:

2.04.240 – Filing Protest Against Council Action.

Any member shall have the right to have the reasons for their dissent from, or protest against, any action of the Council entered on the minutes.

SECTION XII:

Section 2.20.010 of the Orange Municipal Code, “Administrative Service – Departmental Organization,” is hereby amended to read as follows:

2.20.010 – Departmental Organization.

The Administrative Service of the City shall be divided under the Administrator into the following departments and heads thereof:

Department of Law	City Attorney
Department of Treasury	City Treasurer
Department of City Clerk Services	Director of City Clerk Services
Department of Police	Chief of Police
Department of Fire	Fire Chief
Department of Public Works	Director of Public Works
Department of Community Services	Director of Community Services
Department of Library	Director of Library Services
Department of Community Development	Director of Community Development
Department of Finance	Director of Finance
Department of Human Resources	Director of Human Resources

SECTION XIII:

Section 2.20.020 of the Orange Municipal Code, “Administrative Service – Bonds,” is hereby deleted in its entirety, and shall be titled “Reserved.”

2.20.020 –Reserved.

SECTION XIV:

Chapter 2.28 of the Orange Municipal Code, “Department of Records,” is hereby amended to read as follows:

2.28.010 - Members.

The Department of Records shall consist of an elected City Clerk and a Director of City Clerk Services, along with other supporting staff.

2.28.020 - City Clerk—Generally.

- A. The City Clerk shall perform those functions required by State law.
- B. The City Clerk shall receive as compensation the sum of \$365.00 per month.
- C. The City Clerk may, pursuant to State law, appoint a Deputy City Clerk. The Deputy City Clerk shall receive such compensation and expense allowance as the City Council shall from time to time determine, and said compensation and expenses shall be a proper charge against such fund of the City as the City Council shall designate.

2.28.030 - Director of City Clerk Services—Appointment Duties.

- A. The Director of City Clerk Services shall be appointed by the City Manager.

2.28.040 - Director of City Clerk Services—Removal.

A. The Director of City Clerk Services shall serve at the pleasure of the City Manager. Unless otherwise provided for by law, the Director of City Clerk Services may be removed at any time, with or without cause, at the sole discretion of the City Manager.

2.28.050 - Director of City Clerk Services—Compensation.

The Director of City Clerk Services shall receive such compensation and expense allowance as the City Council shall from time to time determine, and said compensation and expenses shall be a proper charge against such funds of the City as the City Council shall designate.

SECTION XV:

Section 2.30.010 of the Orange Municipal Code, “Department of Police – Chief of Police-Duties,” is hereby amended to read as follows:

2.20.010 – Chief of Police – Duties.

The Chief of Police shall manage the affairs of the Police Department. The Chief of Police will be responsible for the maintenance of law and order within the City in accordance with existing law, statute and/or resolution.

SECTION XVI:

Section 2.34.010 of the Orange Municipal Code, “Department of Public Works,” is hereby amended to read as follows:

2.34.010 - Director—Duties.

The Director of Public Works shall be responsible for all matters relating to construction, management, maintenance and operation of the physical properties of the City and all administrative and field activities related to the City's water system, and such other related duties as shall be required by law, ordinance or the City Manager. The functions of the department shall include, but not be limited to:

- A. Engineering;
- B. Street maintenance;
- C. Public works contracts;
- D. Traffic engineering and services;
- E. Real Property services;
- F. Sanitation services.
- G. Water services.
- H. Vehicle Maintenance.

SECTION XVII:

Section 2.38.010 of the Orange Municipal Code, “Department of Community Services—Director-Duties,” is hereby amended to read as follows:

2.38.010 – Director- Duties.

The Director of Community Services shall be responsible for all matters relating to public recreation, park planning, park development and social services. The Director of Community Services shall evaluate present and future needs for services, recommend policy, direct and participate in the preparation of department budget and reports.

SECTION XVIII:

Chapter 2.40 of the Orange Municipal Code is hereby amended to read as follows:

Chapter 2.40 - LIBRARY SERVICES DEPARTMENT

2.40.010 – Director-Duties.

The Library Services Director shall be responsible for all matters relating to library services. The Library Services Director shall evaluate present and future needs for services, recommend policy, direct and participate in the preparation and administration of the library budget, and prepare other reports as required.

SECTION XIX:

Chapter 2.48 of the Orange Municipal Code is hereby amended to read as follows:

Chapter 2.48 – HUMAN RESOURCES DEPARTMENT

2.48.010 -Human Resources Director—Duties.

The Human Resources Director, at the direction of the City Manager, is responsible for all matters relating to: human resources administration, recruitment, selection, and retention of a qualified workforce, benefits administration, employee records retention, job analysis and classification, compensation, contract labor negotiations and administration, employee relations, performance management, employee training and development, and comprehensive human resources programs, in compliance with Federal and State employment laws.

SECTION XX:

Chapter 2.60 of the Orange Municipal Code is hereby amended to read as follows:

Chapter 2.60 - PARK PLANNING AND COMMUNITY EVENTS COMMISSION

2.60.010 - Established.

There is established in the City a Park Planning and Community Events Commission consisting of seven members, to further the following goals:

- A. Implement park and trail planning, design and development policies as outlined in the Master Plan of Parks and Master Plan of Recreation Trails;
- B. Act in an advisory capacity to the City Council for matters pertaining to City-sponsored community events;
- C. Develop and implement strategies to solicit community and special interest groups' regular input regarding park planning and community events;
- D. Review park conceptual designs prior to development and receive public input;

- E. Review existing parks for possible renovation and use, and receive public input; and
- F. Encourage and support relationships with volunteer and non-profit organizations, and public and private agencies, regarding parks, facilities, open space, and community events.

2.60.020 - Powers and Duties.

The Commission shall have the following powers and duties:

- A. Advise and make recommendations concerning the implementation of the City's Master Plan of Parks;
- B. Advise and recommend to the City Council the acquisition of new park land;
- C. Advise and recommend to the City Council the conceptual design of new park land;
- D. Advise and recommend to the City Council the allocation of new park land between passive and active parks;
- E. Advise and recommend to the City Council the renovation of current park land;
- F. Advise and recommend to the City Council on matter pertaining to City-sponsored community events; and
- G. Perform such other duties as may be prescribed by the City Council.

2.60.030 - Appointments and Terms.

Members of the Park Planning and Community Events Commission shall be appointed by the Mayor, subject to the advice and consent of the City Council. The term of office for each member of the Commission shall be four years and thereafter until a successor for the member whose term is expiring has been appointed.

2.60.040 - Election of Officers.

The Commission shall elect at its first meeting of the calendar year, from its members, a chairman and a vice chairman. The terms of office for these officers shall be one year.

2.60.050 - Regular Meetings.

The Commission shall meet in regular session on dates and at times to be determined from time to time by resolution of the City Council. All meetings shall be open to the public, and provisions of the Brown Act shall apply.

2.60.060 - Special Meetings.

A special meeting may be called by the Chairman or upon written request of at least four members.

2.60.070 - Quorum—Voting.

A majority of at least four members shall constitute a quorum. A majority vote of the members present shall be required to carry a motion or other procedure governing the operation of the Commission; provided, however, that all recommendations to the City Council must have the approval of at least four members.

2.60.080 - Absence of Members.

Absence from three consecutive meetings without formal notice to the Commission will be deemed to constitute the resignation of such member, and the position declared vacant.

2.60.090 - Action by Members—Authority Required.

No member shall take any action or make any statement committing the Commission unless given express authority to do so by a majority vote of the Commission's entire seven members.

2.60.100 - Communications from the Commission.

- A. All recommendations of the Commission to the City Council for its consideration and action shall be transmitted in writing.
- B. All other written communications from the Commission shall be sent with the signature of an officer of the Commission or the Secretary, if one is designated.

SECTION XXI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XXII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2021, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2021 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



City Council

File #: 21-0486

FROM: Pamela Coleman, City Clerk

- Ordinance No. 12-21



Item #: 3.27.

9/14/2021

File #: 21-0486

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 17 of the Orange Municipal Code (Zoning Code) to add definitions, update code references, and amend Chapter 17.34 relating to off-street parking and loading. Ordinance No. 12-21.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on August 10, 2021.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading: AYES: Murphy, Nichols, Monaco, Barrios, Dumitru,
Tavoularis, and Gutierrez
NOES: None
ABSENT: None

3. RECOMMENDED ACTION

Adopt Ordinance No. 12-21.

4. ATTACHMENTS

- Ordinance No. 12-21

ORDINANCE NO. 12-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 17 OF THE ORANGE MUNICIPAL CODE (ZONING CODE) TO ADD DEFINITIONS, UPDATE CODE REFERENCES, AND AMEND CHAPTER 17.34 RELATING TO OFF-STREET PARKING AND LOADING.

WHEREAS, the City Council of the City of Orange, pursuant to its police powers afforded under the California Constitution, Article XI and California Government Code Section 37100, et seq., may adopt regulations to protect the health, safety and welfare of the community, including establishing parking standards for various uses; and

WHEREAS, the current parking standards for residential and commercial uses in the City, contained in the Orange Municipal Code, were last revised twenty-six years ago by Ordinance No. 12-95; and

WHEREAS, over the past twenty-six years, there have been significant changes in traffic, circulation, and parking patterns in general, and in particular with regard to commercial uses, rendering the City's long-existing parking standards outdated; and

WHEREAS, staff has completed research and a comprehensive review of parking rates and standards for non-residential uses based on outreach, analysis, and staff customization of consultant work product to reflect right-sized parking rates and standards for the City of Orange; and

WHEREAS, in accordance with good planning procedures, in furtherance of assisting economic development, and with the goal of requiring appropriate parking standards tailored to the needs existing in 2021, City staff recommends replacing the City's obsolete commercial parking standards with up-to-date parking standards that reflect the realistic parking demands for commercial uses; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section II of this Ordinance; and

WHEREAS, the Planning Commission, having considered the proposed changes to Title 17 of the Orange Municipal Code contained herein at a public hearing held on July 19, 2021 including review of the staff report and receiving public testimony on the item, unanimously determined that the proposed Ordinance is justified and recommends approval thereof; and

WHEREAS, the City Council, having conducted a public hearing on August 10, 2021 including review of the staff report and receiving public testimony on the item, has determined that the proposed Ordinance is justified and approves thereof; and

WHEREAS, the City Council does therefore determine that this Ordinance will serve and preserve the public health, safety and welfare of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

The recitals stated above are true and correct, incorporated herein, and form the basis for the adoption of this Ordinance.

SECTION II:

- (1) The subject Ordinance is not subject to the provisions CEQA per State CEQA Guidelines (Guidelines) Sections 15060(c)(2) and 15060(c)(3) because review and evaluation of potential impact of the Ordinance demonstrate that it involves only a modification to a Citywide development standard related to required parking. It does not involve a specific site, development project or focused geographic area, does not change permitted land use or density, and will not result in a direct or reasonably foreseeable indirect physical change in the environment. The Ordinance is therefore not a "project" as defined in Guideline 15378.
- (2) The subject Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding parking standards in the City of Orange, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.
- (3) In the unlikely event the Ordinance would constitute a project under CEQA, it is categorically exempt from the provisions of CEQA per Guideline 15321(a) (Class 21, Enforcement Actions by Regulatory Agencies) because the Ordinance is an action taken by the City as a regulatory agency and involves "enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency." As such, no further analysis is warranted or required.

SECTION III:

Section 17.04.037 of the Orange Municipal Code, "Zoning – Definitions – "R" Definitions," is hereby amended to add the following:

RESTAURANT, COUNTER SERVICE—A restaurant or fast food restaurant where food is ordered and paid for at the counter and either picked up at a service counter or brought to the table with no wait service provided. Counter service restaurants are characterized by quick service and customer stays shorter than full service sit down restaurants where food is ordered from, and served by, wait staff. Counter service establishments include service of pre-prepared food to order or food made to order. Typical counter service establishments have a limited menu and have

significant sales based on to-go orders. Examples of counter service restaurants include but are not limited to establishments that predominantly serve coffee, bagels, donuts, or sandwiches.

RESTAURANT, FULL SERVICE—A restaurant where patrons are seated, served by wait staff for initial and any subsequent orders, and payment is made to wait staff. Full service restaurants typically utilize non-disposable dishware and utensils and customers tend to remain for longer times than quick service restaurants. Full service restaurants rely predominantly on dine-in as opposed to a significant amount of take-out customers.

SECTION IV:

Section 17.04.038 of the Orange Municipal Code, “Zoning – Definitions – “S” Definitions,” is hereby amended to add the following:

SEAT – A formal sitting fixture whether an individual movable or fixed chair, stool, bench, or booth.

SEAT, FIXED – An immovable seat attached to the floor. For purposes of this definition, an individual fixed seat for bleacher or bench seating measures 26 inches in width.

SECTION V:

Section 17.18.210 of the Orange Municipal Code, “Zoning – Commercial Districts – Transportation Demand Management Program,” is hereby amended to read as follows:

Section 17.18.210 - Transportation Demand Management Program

New commercial and mixed use developments and redevelopment resulting in a job site employment of 100 persons or more are required to prepare a "Transportation Demand Management Program," Chapter 10.83.

SECTION VI:

Section 17.20.170 of the Orange Municipal Code, “Zoning – Industrial Districts – Transportation Demand Management Program,” is hereby amended to read as follows:

Section 17.20.170 – Transportation Demand Management Program

New industrial developments and redevelopment resulting in a job site employment of 100 persons or more are required to prepare a "Transportation Demand Management Program," in accordance with Chapter 10.83.

SECTION VII:

Section 17.34.040.A of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Restricting Spaces Unlawful – Spaces To Be Made Available,” is hereby amended to read as follows:

A. Spaces To Be Made Available. All parking spaces required by this chapter shall be made permanently available for automobile parking not only for employees working at the location, but also for customers and guests having lawful reason to be at the location. In the absence of prior approval from the Community Development Director, it is unlawful for any owner, lessee, tenant, or any person having control of the operation of any premises for which parking is required to prevent, prohibit, or restrict authorized persons from using parking provided for such persons. On residential property, required parking spaces shall not be subject to a fee, charge, or payment from the property owner or leasing household.

SECTION VIII:

The first paragraph of Section 17.34.060 of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces,” is hereby amended to read as follows:

17.34.060 - Required Number of Parking Spaces.

Tables 17.34.060.A and 17.34.060.B indicate the minimum required number of parking spaces which shall be provided. The Community Development Director may authorize up to a 20 percent required parking space deviation for any single non-residential land use upon receipt of a parking analysis satisfactory to the director demonstrating adequate on-site parking will exist indefinitely to support the use. Approval shall be specific to the land use intensity detailed in the description provided with the parking analysis. If the director observes an intensification of the land use that creates a parking deficiency for the property, as a term of approval, the operator shall work with the Community Development Department to remedy the situation. All approved deviations shall terminate with the specific business or use but replacement uses of like kind may request a continuation of the deviation. The director may also require additional parking for any non-residential land use where evidence suggests additional parking is merited. The following regulations shall apply to the calculation of required number of parking spaces:

SECTION IX:

Section 17.34.060.D of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces,” is hereby amended to read as follows:

D. Tandem Parking. Tandem parking is allowed as follows:

1. Tandem parking, mechanical lifts, or other similar parking solutions may be allowed in multifamily residential developments in cases where tandem or vertical parking spaces are assigned to the same unit and meet required findings for site plan review. Tandem parking mechanical lifts, or other similar parking solutions may be approved through a Minor Site Plan Review process described in Section 17.10.060.D of this Code. Mechanical lifts and other similar equipment shall be user-friendly, maintained in good operating condition, and enclosed within a structure that is visually compatible with the primary structure(s) on the site.

2. Tandem parking is allowed with mobile homes in Mobile Home Park zoning districts.

3. Company fleet vehicles in tandem parking arrangement are allowed subject to Community Development Director approval of a parking plan.

4. In single-family-zoned residential areas in the Old Towne Orange Historic District, tandem parking is allowed on a driveway but not in the required front yard setback. Tandem parking may also be allowed in a garage but may only occur in a historical garage if the garage addition can occur behind the existing garage.

5. On properties occupied with a single family residential dwelling where a third parking space is required, the third tandem parking space may occur in an enclosed garage.

6. Tandem parking is allowed with a conditional use permit for valet service, non-residential uses, and stand-alone single-tenant commercial uses.

SECTION X:

Table 17.34.060.A of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses,” is hereby amended to read as follows:

Table 17.34.060.A
REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Accessory Dwelling Unit	Parking shall be provided as specified in Chapter 17.29
Single-family dwelling	<p>2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A).</p> <p>For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060.</p> <p>Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement.</p>
Duplex, duplex residential	2 parking spaces per unit, one of which shall be in an enclosed garage. 1 additional parking space is required if the dwelling unit is greater than 4 bedrooms. The required third parking space may be in tandem, open or enclosed but not in a front yard setback. Enclosed spaces demolished or converted in association with construction of an ADU shall not require replacement.

Multifamily residential (3 units or more)	Development Size—3 units to 50 units		Development Size—51+ Units	
	If unenclosed resident parking is provided (e.g. parking structure, surface parking lots, carports):	If enclosed resident parking is provided:	If unenclosed resident parking is provided (e.g. parking structure(s), surface parking lots, carports):	If enclosed resident parking is provided:
	Studio—1.3 spaces/unit	Studio—1.4 spaces/unit	Studio—1.2 spaces/unit	Studio—1.4 spaces/unit
	One Bedroom—1.8 spaces/unit	One Bedroom—1.9 spaces/unit	One Bedroom—1.7 spaces/unit	One Bedroom—1.9 spaces/unit
	Two Bedroom—2.3 spaces/unit	Two Bedroom—2.3 spaces/unit	Two Bedroom—2.0 spaces/unit	Two Bedroom—2.3 spaces/unit
	Three Bedrooms—2.6 spaces/unit	Three Bedrooms—2.6 spaces/unit	Three Bedrooms—2.4 spaces/unit	Three Bedrooms—2.6 spaces/unit
	Each additional bedroom above three—0.4 spaces/bedroom/unit	Each additional bedroom above three—0.5 spaces/bedroom/unit	Each additional bedroom above three—0.3 spaces/bedroom/unit	Each additional bedroom above three—0.5 spaces/bedroom/unit
	<p>Of the above requirements a minimum of one space per unit shall be covered. A minimum of 0.2 spaces per unit shall (with a minimum of 2 guest spaces in a multifamily development) be provided as easily accessible and distinguishable guest parking in addition to the required parking for each unit.</p> <p>For multifamily residential units without driveways that are at least 18 feet in length, a minimum of 0.3 spaces per unit shall (with a minimum of 2 guest spaces in a multifamily residential development) be provided as easily accessible and distinguishable guest parking in addition to the required parking for each unit.</p> <p>If a space that would otherwise meet the definition of a room or bedroom omits one of four encompassing walls, that room shall not be counted as a bedroom for purposes of calculating required number of parking spaces.</p>			
Boarding house, bed and breakfast inns	1 space/rentable room, plus any other additional spaces required by the underlying zone.			
Supportive housing,	Supportive housing and transitional housing located in a single-family dwelling unit shall be subject to the parking standards for "Single-family housing and PUD's in R-1 Zone Districts."			

transitional housing	Supportive housing and transitional housing located within a duplex shall be subject to the parking standards for "R-2 Zone Districts."
	Supportive housing and transitional housing located within a multi-family dwelling unit shall be subject to the parking standards for "Apartments, condominiums and PUDs in Multiple Family Zone Districts."
	For transitional housing or supportive housing configured as group quarters (i.e. where bed(s) are provided in individual rooms but kitchen and/or bathroom facilities are shared), 1 space per bed, plus 1 space per onsite staff person (during the shift with maximum staffing levels). Parking spaces may be enclosed or unenclosed, but are encouraged to be unenclosed.
Homeless shelters	1 parking space per 6 beds, plus 1 space per staff person.
Student housing (dormitory, fraternity, sorority)	0.5 space/student resident, plus 1 space/each resident staff person.
Trailer park, mobilehome park	2 spaces/unit, (1 of which shall be covered, where at least 2 sides of the carport shall be at a minimum 50% open and unobstructed), plus 1 guest space/3 trailers or mobilehomes shall be provided as easily accessible and distinguishable guest parking. Tandem parking is permitted for the mobilehome.
Convalescent facility, skilled nursing facility, rest home, convalescent hospital or facility	1 space per 4 beds.
Assisted living	1 space per 3 beds or approval of a Conditional Use Permit for an alternate rate based on a Parking Demand Study. An Overflow Parking Plan may be required as part of a conditional use permit.
Independent living facility	1 enclosed or covered space per unit, plus 1 space per 10 units for guests.
Sober living facility	1 space per 3 tenants.
Memory care	0.6 space per beds or approval of a Conditional Use Permit for an alternate rate based on a Parking Demand Study.
Hotel or motel	1 space per guest room, plus 10 spaces per 1,000 SF of banquet, assembly, meeting or restaurant seating area when those uses are not primarily utilized by registered occupants, plus 2.5 spaces per 1,000 SF of retail uses greater than 5,000 SF of GFA. Any auxiliary use may have parking rates established by the Community Development Director based on a Parking Demand Study, or other analysis deemed acceptable by the Director.

SECTION XI:

Table 17.34.060.B of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Non-Residential Uses,” is hereby deleted in its entirety and replaced with the following:

Table 17.34.060.B

REQUIRED NUMBER OF PARKING SPACES FOR NON-RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Agriculture/Horticulture Uses	
Agriculture/horticulture (row crops, tree and shrub farms, tree crops and orchards)	1 space per 2 acres.
Commercial plant nurseries, retail or seasonal sales	1 space per 1,000 SF of GFA, plus 1 space per 1,000 SF of outdoor display.
Animal-Orientated Uses	
Dog and cat grooming w/o boarding	4 spaces per 1,000 SF of GFA.
Dog and cat grooming with boarding	4 spaces per 1,000 SF of GFA, plus 1 space per 10 boarded pets.
Kennels	3 spaces per 1,000 SF of building and kennel GFA. Animal runs and outdoor activity area are not included in the GFA.
Stables	Per a parking demand study or other analysis deemed acceptable by the Community Development Director.
Veterinary clinic/hospital, with or without boarding, including or not including livestock animals	5 spaces per 1,000 SF of GFA.
Automotive Uses	
For automobile-related uses, parking ratios should be calculated based on the cumulative total of each automotive service provided.	
Vehicle parts sales	4 spaces per 1,000 SF of GFA.
Vehicle repair, modification, and service as a standalone use. Retail sales showrooms or warehouse storage space calculated separately	3.5 spaces per 1,000 SF of GFA.
Vehicle sales, showroom	2.5 spaces per 1,000 SF of GFA.
Vehicle sales, outdoor display: <ul style="list-style-type: none"> New Car Dealership with or without ancillary used car sales 	<ul style="list-style-type: none"> 0.33 spaces per 1,000 SF of exterior display area, excluding drive aisles.

<ul style="list-style-type: none"> • Used Car Dealership on property greater than an acre • Used Car Dealership on property up to one acre 	<ul style="list-style-type: none"> • 0.33 spaces per 1,000 SF of exterior display area, excluding drive aisles. • 1 space per 2,000 SF of property area utilized. <p>An alternate parking rate may be approved by the Community Development Director when supported by a parking demand study.</p>
Motorcycle dealership	2 spaces per 1,000 SF of motorcycle display.
Vehicle wrecking, salvage, or storage (including RVs and towing yards)	0.5 spaces per 1,000 SF of area or 5 spaces minimum.
Automobile rental agency	3 spaces per 1,000 SF of GFA, plus area required for the storage of fleet vehicles, as approved by the Community Development Director, which may be in tandem arrangement.
Wholesale auto brokers	3 spaces per 1,000 SF of GFA.
Retail auto brokers	3 spaces per 1,000 SF of GFA. A maximum of 2 of the required spaces shall be used for vehicle display. Where office GFA requires less than 3 spaces, a minimum of 3 spaces shall be required.
Vehicle parts and supplies, assembly	2 spaces per 1,000 SF of GFA.
Vehicle gas station	<p><i>If standalone:</i> 2 spaces, not including pump island stalls.</p> <p><i>With convenience store:</i> 5 spaces per 1,000 SF of convenience GFA, with 50% of pump islands counted as parking stalls.</p> <p><i>For service bays:</i> 3.5 spaces per 1,000 SF of service bay GFA. Parking spaces abutting air and water service shall not be included in the total number of parking spaces.</p> <p><i>For office area:</i> absorbed as an accessory use.</p> <p>Parking spaces abutting air and water service shall not be included in the total number of parking spaces.</p>
Car wash- automatic (single-vehicle tunnel bay – typical to gas stations) accessory or primary use	1 space per facility, plus 3 car stacking per single-car tunnel bay, not including vehicle in bay, plus a 10 ft. x 20 ft. area for every air/water/vacuum facility.

Car wash- automatic (multi-vehicle tunnel) primary use	2.5 vacuum bays/wipe down bays per every 20 feet of car wash tunnel, plus 3 spaces per 1,000 SF of gross floor area, not including the tunnel.
Car wash- full service	0.5 spaces per employee, plus 5 spaces per car length of internal car wash tunnel for stacking and drying. Drying, and stacking spaces may be tandem and informally arranged.
Car wash- self-service (hand-spray operated)	2.5 spaces per wash bay.
Care Facility Uses	
Day care, child or elderly, or community care	1 space per employee, plus 1 space per 8 individuals-in-care, plus 1 space loading/unloading zone.
Family day care or community care, residential	Existing spaces required for residence.
Entertainment Uses	
Amusement arcade and non-live entertainment venue	5 spaces per 1,000 SF of GFA.
Amusement park, commercial recreation facility, or unlisted recreational use	Per parking needs assessment.
Archery range	1.2 spaces per target.
Billiard parlor	2 spaces per table, plus ancillary uses calculated separately.
Bingo games	1 space per 3 seats, plus ancillary uses calculated separately.
Bowling alley	3 spaces per lane, plus ancillary uses calculated separately.
Commercial sports facility	1 spaces per 4 fixed seats, plus 33 spaces per 1,000 SF of assembly GFA where no fixed seats are provided.
Dance hall	1 space/7 SF gross dance floor area, with auxiliary uses calculated separately.
Entertainment establishment	1 space per 4 fixed seats, plus 33 spaces per 1,000 SF of assembly GFA where no fixed seats are provided.
Fortunetelling	3 spaces per 1,000 SF of GFA.
Miniature golf course	1.5 spaces per hole, plus ancillary uses calculated separately.

Skateboard park	0.25 spaces per 1,000 SF of active skate park area.
Skating rink	33 spaces per 1,000 SF of rink area, or 1 space per 4 fixed rink seats, whichever is greater.
Multiple screen cinemas	1 space per 3 fixed seats.
Tennis/racquetball courts, public or private	3 spaces per court, with other uses calculated separately.
Equestrian riding arena	<i>Commercial:</i> 1 space per 3 stalls, or 1 space per 4 fixed seats, whichever is greater, plus adequate loading/unloading zone <i>Residential, subdivision, or HOA:</i> 1 space per 5 stalls
Food and/or Alcohol Uses	
For food and/or alcohol uses, unless otherwise specified, parking ratios for outdoor seating area only are calculated according to the All Restaurants- Outdoor Seating standard.	
Alcohol distillation; brewery or winery	<i>Without tasting room:</i> 2 spaces per 1,000 SF of GFA, including outdoor seating area. <i>With tasting room:</i> 2 spaces per 1,000 SF if tasting room areas are equal to or less than 25% of GFA, or 10 spaces per 1,000 SF of tasting room area if tasting room areas are in excess of 25% of total GFA, including outdoor seating area.
Bars	33 spaces per 1,000 SF of assembly GFA.
Liquor store	4 spaces per 1,000 SF of GFA.
Packing and processing, food and agricultural	2 spaces per 1,000 SF of GFA.
Restaurant (stand-alone)- full service or counter service	10 spaces per 1,000 SF.
Restaurant (when greater than 30% of commercial center is devoted to restaurant)- full service	10 spaces per 1,000 SF.
Restaurant (when greater than 30% of commercial center is devoted to restaurant)- counter service	8 spaces per 1,000 SF.
Restaurant (when less than 30% of commercial center is devoted to restaurant)- full service	5 spaces per 1,000 SF of GFA.

Restaurant (when less than 30% of commercial center is devoted to restaurant)-counter service	4 spaces per 1,000 SF of GFA.
Restaurant- 20 seats or fewer, or primary method is takeout	5 spaces per 1,000 SF of GFA.
Restaurant- with drive through window	13 spaces per 1,000 SF of restaurant GFA, exclusive of kitchen, storage, and restroom uses, plus appropriate stacking.
All restaurants- outdoor seating	<p><i>Restaurants in mixed-use zones:</i> no additional parking for outdoor area equivalent to the first 30% of enclosed restaurant area, plus base associated restaurant rate for outdoor area in excess of 30% of enclosed restaurant area.</p> <p><i>Restaurants with 20 seats or fewer in mixed-use zones:</i> no additional parking for the first 1,000 SF of outdoor area, with 5 spaces per 1,000 SF of outdoor area thereafter.</p> <p><i>Other restaurants:</i> no additional parking for outdoor area equivalent to the first 25% of enclosed restaurant area, plus base associated restaurant rate for outdoor area in excess of 25% of enclosed restaurant area.</p>
Medical Uses	
Ambulance service	3 spaces per emergency fleet vehicle.
Hospital	Per parking demand study. All uses ancillary to the hospital, including administrative offices, medical offices, clinics, pharmacies, urgent care, emergency rooms, and other related uses, will receive their accompanying rate or rate as demonstrated in the parking demand study.
Medical clinic, urgent	6 spaces per 1,000 SF of GFA.
Medical clinic, out-patient/dialysis/surgery center	5 spaces per 1,000 SF of GFA.
Pharmaceuticals, production	2 spaces per 1,000 SF of GFA.
Pharmacy	4 spaces per 1,000 SF of GFA.
Miscellaneous Uses	
Contractor's yard	0.5 spaces per 1,000 SF of GFA, plus spaces designated for company fleet (1 space per vehicle and towable equipment).
Laboratory; research and development	3 spaces per 1,000 SF of GFA.

Production and recording studios	3 spaces per 1,000 SF of GFA.
Office Uses	
Office, professional (including psychiatric or chiropractic offices, or offices of the like)	3 spaces per 1,000 SF of GFA.
Medical offices (includes dental offices)	5 spaces per 1,000 SF of GFA.
Production and/or Wholesale Uses	
General manufacturing or processing facilities, distribution warehouses, and wholesale sales	2 spaces per 1,000 SF of GFA.
Public, Social, or Institutional Land Uses	
Art galleries, museums, private libraries	4 spaces per 1,000 SF of GFA.
Assembly uses (clubs and lodges)	33 spaces per 1,000 SF of assembly GFA.
Religious institution	1 space per 3 fixed seats, or 33 spaces per 1,000 SF of assembly GFA, whichever is greater.
Convention center	Per parking demand study
Country clubs, golf courses, or driving range	<i>Full country club:</i> Per parking demand study. <i>Standalone golf course:</i> 6 spaces per hole. <i>Driving range:</i> 0.5 spaces per every driving range tee box.
Mortuary (not including crematorium)	33 spaces per 1,000 SF of assembly GFA. Accessory uses such as office and flower shops parked separately.
Athletic fields, private	Per parking demand study.
Parks, private	2.5 spaces per 1,000 SF of area.
Recycling and Waste Land Uses	
Collection facilities, large (recycling)	6 spaces.
Collection facilities, small (recycling)	0 spaces.
Waste, processing, and refuse facilities	2 spaces per 1,000 SF of GFA, then 1.5 spaces per 1,000 SF of GFA over 50,000 SF of GFA.
Retail Uses	
Bulk retail (such as furniture and appliances)	2 spaces per 1,000 SF of GFA.
Commercial centers- over 25,000 SF	4 spaces per 1,000 SF of retail GFA to 25,000 SF of total GFA, plus 3.5 spaces for each additional 1,000 SF of retail GFA over 25,000 SF of total GFA. Uses with a non-retail parking rate are calculated at their respective rates.

Commercial centers- under 25,000 SF	Each use within the commercial center shall comply with the parking requirements for said use.
General retail	4 spaces per 1,000 SF of GFA.
School Land Uses	
Preschool	2 spaces per employee, plus adequate loading/unloading zone.
Kindergarten - 8 th Grade	1.8 spaces per classroom, plus adequate loading/unloading zone.
High school	8 spaces per classroom, plus adequate loading/unloading zone.
Business colleges; trade and technical schools	25 spaces per 1,000 SF of instructional GFA, plus 3 spaces per 1,000 SF of office GFA; or conditional use permit with parking needs assessment
Instructional use	1 space/employee, plus 4 spaces/10 students based on maximum classroom capacity. A conditional use permit may be granted by the Zoning Administrator where different parking standards are justified.
College or university, private	Per parking demand study with conditional use permit.
Service Uses	
Appliance/equipment/furniture repair and service	2 spaces per 1,000 SF of GFA.
Banks and financial institutions	4 spaces per 1,000 SF of GFA.
Barber, beauty shop, salon, spa, accessory massage service, or similar	4 spaces per 1,000 SF of GFA.
Massage establishments	5 spaces per 1,000 SF of GFA.
Laundromat	1 space per 3 machines.
Storage or Warehousing Uses	
Indoor warehousing under 10,000 SF	2 spaces per 1,000 SF of GFA.
Indoor warehousing over 10,000 SF	0.5 spaces per 1,000 SF of GFA.
Mini-warehousing/self-storage	0.3 spaces per 1,000 SF, or 5 spaces minimum, whichever is greater.
Outdoor storage	0.5 spaces per 1,000 SF of outdoor GFA, plus 1.5 spaces per 1,000 SF of GFA.

Key: SF = Square feet
GFA = Gross floor area

SECTION XII:

Table 17.34.060.C of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Downtown Plaza District,” is hereby amended to read as follows:

REQUIRED NUMBER OF PARKING SPACES FOR DOWNTOWN PLAZA DISTRICT*

USE	REQUIRED NUMBER OF SPACES
Residential	Studio—1 space/unit.
	One bedroom—1.5 spaces/unit.
	Two bedroom—1.8 spaces/unit.
	Three or more bedrooms—2 spaces/unit.
	Parking spaces may be unenclosed.
Non-residential	4 spaces/1,000 SF of gross building floor area.

* Downtown Plaza District includes properties within the eight block area bounded by Maple Avenue, Grand Street, Almond Avenue and Lemon Street.

SECTION XIII:

Section 17.34.100 of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Requirements for Shared Use,” is hereby amended to read as follows:

17.34.100 - Parking Requirements for Shared Use or an Alternate Parking Rate.

The owner or lessee of any property may apply via the conditional use permit process to establish shared parking facilities. Property owner permission is required for a shared use application. Additionally, any non-residential use for which the Community Development Director does not have the authority to adjust the parking rate may provide a parking demand study via the conditional use permit process to justify an alternate parking rate. The application shall be considered by the Planning Commission, subject to review of the following information:

A. The applicant shall provide a description of the proposed and existing uses and the project relationship to the surrounding area.

B. The applicant shall provide an assessment of the square footage and/or number of rooms/seats for all uses within the project.

C. The applicant shall provide an assessment of the individual land uses and a sum of parking demand. Observed peak demands of different uses should offset each other to demonstrate that they reduce the amount of parking required, at any given time of day.

D. The applicant shall reference the most current edition of “Shared Parking” published by the Urban Land Institute and the Institute of Transportation Engineers Trip Generation Manual to determine which mix of uses warrants shared parking based on various time-of-day factors.

SECTION XIV:

Section 17.34.110.A of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Area Dimensions – Open Parking Stall,” is hereby amended to read as follows:

A. Open Parking Stall. Open parking stalls shall be not less than 9 feet wide and 18 feet long, except when adjacent to a wall which requires a 10 foot wide stall. Open parking stalls provided in excess of required parking spaces may be 8.5 feet wide and 18 feet long.

SECTION XV:

Section 17.34.110.E of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Area Dimensions – Parking Structures,” is hereby amended to read as follows:

E. Parking Structures. Parking stalls within parking structures shall not be less than 9 feet wide and 18 feet long and such spaces shall be clear of posts or walls. When spaces are adjacent to a wall, they shall be 10 feet wide.

SECTION XVI:

Section 17.34.110.F of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Area Dimensions – Drive Aisle Widths,” is hereby amended to read as follows:

- F. Drive Aisle Widths. Drive aisles to and from parking stalls shall be not less than:
1. 13 feet wide for 30-degree parking with one-way circulation.
 2. 15 feet wide for 45-degree parking with one-way circulation.
 3. 19 feet wide for 60-degree parking with one-way circulation.
 4. 25 feet wide for 90-degree parking.
 5. One-way drive aisles shall be a minimum of 12 feet wide. However, one-way drive aisles providing back up area for 90-degree parking shall be a minimum of 25 feet wide.
 6. Two-way drive aisles shall be a minimum of 25 feet wide.

SECTION XVII:

Section 17.34.110.G of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Area Dimensions – Drive Aisles Accessing Arterial Highway,” is hereby amended to read as follows:

G. Drive Aisles Accessing Arterial Highway. Drive aisles which obtain direct access from an arterial highway shall have a minimum width of 30 feet for conventional type entrances (reference City Standard Plan No. 115) and a minimum width of 20 feet for radius type entrances (reference City Standard Plan No. 114). In addition, the length of the entry aisle, as measured from the back of the sidewalk, shall be a minimum of 30 feet long to allow storage space for two vehicles.

SECTION XVIII:

Sections 17.34.110.I.1 and 17.34.110.I.2 of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Parking Area Dimensions – Interior Circulation Requirements,” are hereby amended to read as follows:

1. A vehicle entering the parking area need not enter a street to access another aisle.

2. A vehicle is not permitted to enter a street backwards except within residential developments containing three or fewer units. However, in no case shall a vehicle be permitted to back onto an arterial as determined by the City's Master Plan of Arterial Highways.

SECTION XIX:

Section 17.34.130.A of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Maintenance and Operation of Permanent Parking Areas - Surfacing,” is hereby amended to read as follows:

A. Surfacing. Off-street parking areas and driveways shall be surfaced with asphalt or concrete surfacing or other such materials as approved by the City Engineer in accordance with standards on file in the office of the City Engineer. The parking area and driveways shall be graded and drained in a manner to dispose of all surface water. Surfacing and drainage shall be subject to approval by the City Engineer.

SECTION XX:

Sections 17.34.130.G and 17.34.130.H of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Maintenance and Operation of Permanent Parking Areas – Directional Arrows” and “- Landscaping” are hereby amended to read as follows:

G. Directional Arrows. All parking facilities having more than 21 spaces shall provide directional arrows for all drive aisles and maneuvering areas located within the parking area.

H. Landscaping. In addition to required landscaped setbacks, a minimum of ten percent of the parking lot area shall be landscaped and shall incorporate special design features which effectively screen the parking lot areas from view from a public street. Design features may include landscaped berms, decorative walls, planting screens, raised planters, or similar screening devices which meet the intent of this provision. Landscape borders, planters, and islands shall be surrounded by a six-inch high curb to control drainage and prevent erosion onto surrounding surfaces, and shall have a minimum width of four feet, as measured from the interior of the curbing. Landscaped areas shall be distributed throughout the parking area, and landscaping shall be maintained in a neat and healthy condition. Landscape plans shall comply with the City's Landscape Standards and Specifications (See Orange Municipal Code Chapter 16.50).

SECTION XXI:

Section 17.34.130.I, "Zoning – Off-Street Parking and Loading – Maintenance and Operation of Permanent Parking Areas - Overhang," is hereby added to the Orange Municipal Code, to read as follows:

I. Overhang. A two-foot vehicle overhang may occur over landscaped areas and walkways and count as part of the required parking stall length when the following are provided:

1. The landscape area or walkway is six feet or wider.
2. There is no vehicle travel lane immediately adjacent to the opposite side of the walkway.
3. Parking stalls are configured at 90-degrees.
4. No trees, shrubs, utilities, or other obstructions are located in the two-foot vehicle overhang area and the planting area consists of low-growing groundcover.
5. Walkway clearance continues to meet accessibility requirements even with vehicle overhang.

SECTION XXII:

The first paragraph of Section 17.34.140 of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Maintenance and Operation of Temporary Parking Areas," is hereby amended to read as follows:

Every lot used as a temporary public or private parking area shall require a conditional use permit approved by the Planning Commission and shall be evaluated by the following criteria:

SECTION XXIII:

Section 17.34.140.D.3 and 17.34.140.D.4 of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Maintenance and Operation of Temporary Parking Areas – Development Standards - Lighting" and "- Fencing" are hereby amended to read as follows:

3. Lighting. Lighting shall be provided for lots used after dark and shall be maintained to a minimum level as required by the Crime Prevention Bureau and consistent with Section 17.12.030. The lighting shall operate from dusk until one hour past the close of business for which the lot provides parking. Parking lot lighting shall be directed so as to not shine onto neighboring residential properties. The use of temporary light standards is acceptable.

4. Fencing. No parking lot fencing is required. However, consideration shall be made for common property lines with residentially zoned parcels as specified in Section 17.18.140.A of the Orange Municipal Code.

SECTION XXIV:

Section 17.34.180 of the Orange Municipal Code, “Zoning - Off-Street Parking and Loading – Loading Area Location,” is hereby amended to read as follows:

17.34.180 - Loading Area Location.

Loading areas shall be located as follows:

A. For day care centers, nursery schools, medical offices, hospitals, senior housing, and similar uses, loading areas shall be located as close as possible to the main building entrance.

B. For retail, service commercial and professional office uses, loading areas shall be located as close as possible to a back or service entrance.

C. For industrial uses, loading areas shall be located to provide adequate maneuvering area between loading doors and parking stalls, as determined by site plan review, and shall not face onto a public street unless screened from view.

D. The use of parking spaces for a loading zone during off-peak periods may be considered for single land uses with on-site parking facilities through the site plan or conditional use permit process.

E. In no case shall loading areas occupy back-up areas for required parking.

F. No loading area shall be situated in a manner that requires a vehicle to back onto a street to enter or leave the loading area.

SECTION XXV:

Section 17.34.190 of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading - Landscaping,” is hereby amended to read as follows:

17.34.190 - Landscaping.

Landscaping shall be provided as required by Orange Municipal Code Chapter 16.50 (Landscaping Standards and Specifications).

SECTION XXVI:

Section 17.34.200 of the Orange Municipal Code, “Zoning – Off-Street Parking and Loading – Transportation Demand Management,” is hereby amended to read as follows:

17.34.200 - Transportation Demand Management Program.

New commercial and industrial developments resulting in employment greater than 100 persons are required to have a Transportation Demand Management Program. Such program can include provisions on parking lot design and layout that reduce the impact of traffic on the City's transportation system (Chapter 10.83).

SECTION XXVII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XXVIII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2021, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2021 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.28.

9/14/2021

File #: 21-0487

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Title 8 of the Orange Municipal Code (Health and Safety) to delete Chapters 8.28 and 8.29 and add new Chapters 8.28, 8.29, 8.30, and 8.31 relating to solid, organic, and construction and demolition debris waste disposal reduction. Ordinance No. 13-21.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on August 10, 2021.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Murphy, Nichols, Barrios, Dumitru, Tavoularis, and Gutierrez
	NOES:	None
	ABSENT:	None
	ABSTAIN:	Monaco

3. RECOMMENDED ACTION

Adopt Ordinance No. 13-21.

4. ATTACHMENTS

- Ordinance No. 13-21



Agenda Item

City Council

Item #: 3.28.

9/14/2021

File #: 21-0487

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

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2. SUMMARY

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The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Murphy, Nichols, Barrios, Dumitru, Tavoularis, and Gutierrez
	NOES:	None
	ABSENT:	None
	ABSTAIN:	Monaco

3. RECOMMENDED ACTION

Adopt Ordinance No. 13-21.

4. ATTACHMENTS

- Ordinance No. 13-21

ORDINANCE NO. 13-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 8 OF THE ORANGE MUNICIPAL CODE (HEALTH AND SAFETY) TO DELETE CHAPTERS 8.28 AND 8.29 AND ADD NEW CHAPTERS 8.28, 8.29, 8.30 AND 8.31 RELATING TO SOLID, ORGANIC, AND CONSTRUCTION AND DEMOLITION DEBRIS WASTE DISPOSAL REDUCTION.

THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

This Ordinance is not a project under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378, because it involves general City policy and procedure making actions.

SECTION II:

Chapter 8.28 of the Orange Municipal Code, “Garbage,” is hereby deleted in its entirety and replaced with new Chapter 8.28 to read as follows:

Chapter 8.28 – SOLID WASTE, ORGANIC WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL REDUCTION – DEFINITIONS, ENFORCEMENT, APPEALS

8.28.010. Definitions

For the purpose of Chapters 8.29, 8.30 and 8.31 of this title, certain words and phrases shall be construed as set forth herein unless it is apparent from the context that a different meaning is intended:

- (1) “AB 341” (“Assembly Bill 341”) means the state law adopted in 2011 that requires Commercial Businesses that meet specified waste generation thresholds to arrange for recycling services.
- (2) “AB 827” means the state law adopted in 2019 that requires that businesses that are required to subscribe to recycling services under AB 341, or composting services under AB 1826, and that provides the business must provide customers with a recycling bin or container for that waste stream that is visible, easily accessible, adjacent to each bin or container for trash other than that recyclable waste stream, except in restrooms, and clearly marked with educational signage, as specified. Full-service restaurants, as defined in this section are exempt.

- (3) “AB 939” means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) as it may be amended from time to time.
- (4) “AB 1826” means the state law adopted in 2015 that requires Commercial Businesses that meet specified waste generation thresholds to arrange for recycling services for organic waste, and requires local cities to adopt an organic waste recycling program.
- (5) “AB 1826 Green Waste and/or Wood Waste Dirty Materials Recovery Facility” or “AB 1826 Dirty MRF” means a facility, or that certain portion of a facility, that processes municipal solid waste to separate green waste and/or wood waste.
- (6) “Applicant” means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for a permit, for purposes of organizing, hosting, and/or managing a large event or large venue, as defined in this chapter.
- (7) “Bin” means a metal Container with hinged lids and wheels and a capacity of less than ten (10) cubic yards.
- (8) “Blue Container” has the same meaning as in 14 CCR 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (9) “Building Official” means the chief building official of the City.
- (10) “CALGreen” means California's mandatory green building standards code. The California Building Standards Commission (CBSC) has the authority to impose CALGreen standards for nonresidential structures
- (11) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. “14 CCR” refers to Title 14, Natural Resources.
- (12) “Cart” means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 32- and no greater than 101-cubic gallons.
- (13) “City” means the City of Orange, California, a municipal corporation, or its designee, and all of the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified.
- (14) “City Solid Waste Enforcement Official” or “Enforcement Official” means that City employee designated by the City to handle solid, organic, and construction and demolition waste issues as provided in this title.
- (15) “Collect/collection” means to take physical possession, transport, and removal of solid waste within and from the City.

- (16) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing Chapters 8.29 and 8.30 of this title.
- (17) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein or as otherwise defined in 14 CCR 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR 18982(a)(7).
- (18) “Compliance Review” means a review of records by the City to determine compliance with Chapters 8.29, 8.30 and 8.31 of this title.
- (19) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR 17855(a)(4); or, as otherwise defined by 14 CCR 18982(a)(8).
- (20) “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (21) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (22) “Construction” means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- (23) “Construction and Demolition Debris” (“C&D debris”) means any solid waste generated at a premises that is directly related to construction or demolition activities occurring thereon. Applicable activities include but are not limited to, construction, demolition, remodeling, grading, land clearing or renovation on any residential, commercial, institutional or industrial building, road, driveway, walkway or other structure. Solid waste generated during C&D includes but is not limited to, concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil and metal.
- (24) “Construction Site or Demolition Site” means any real property in the City in, on or from which a building or structure is being fabricated, assembled, erected or demolished, and which produces C&D debris which must be removed from the property, and requires the use of commercial refuse containers.
- (25) “Container” means any and all types of solid waste receptacles, including carts, bins and rolloff boxes; effective no later than January 1, 2036, with the exception of rolloff boxes,

cart and bin colors shall comply with the requirements of SB 1383: In a three-bin/cart system, green bins shall be utilized/provided for the collection of organic waste, blue bins shall be utilized/provided for the collection of nonorganic recyclables, and black bins shall be utilized/provided for non-organic waste; in a two-bin/container system, green bins shall be utilized/provided for the collection of organic waste, and blue bins shall be utilized/provided for the collection of nonorganic recyclables; in a one-bin/container system, black bins shall be utilized/provided for the collection of all materials.(Any shade of black or grey bin is acceptable.

- (26) “Contractor” for purposes of solid waste handling services within and to the City of Orange means the Franchisee(s) under contract to the City, with said Franchisee being a corporation organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies and subcontractors, or any corporation providing solid waste handling services within and to the City of Orange through a franchise system contract.
- (27) “Conversion Rate” means the rate set forth in the standardized conversion rate table approved by the City pursuant to this chapter for use in estimating the weight of materials identified in a waste management plan.
- (28) “Covered Project” means any new construction, or addition, alteration, demolition, or renovation project within the City requiring a demolition and/or building permit, except projects specifically exempted in this title and any City project subject to the California Public Contract Code.
- (29) “Deconstruction” means to disassemble any facility, structure, or building, whether in whole or in part, whether interior or exterior, piece-by-piece in order to salvage the parts.
- (30) “Demolition” means the destruction, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.
- (31) “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this
- (32) “Disposal” means the ultimate disposal of solid waste collected by Contractor at a landfill or otherwise in full regulatory compliance.
- (33) “Diversion” means any combination of waste prevention (source reduction), recycling, reuse and composting activities that reduces waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of a City’s Diversion rate and compliance with AB 939.
- (34) “Diversion Requirement” means the diversion of at least sixty-five (65) percent of the total construction and demolition debris generated by a project via reuse or recycling, or such percentage as may be required by state law, unless the applicant has been granted an exemption, in which case the diversion requirement shall be the maximum feasible

diversion rate established by the City or the designated City Solid Waste Coordinator for the project.

- (35) “Divert” means to use material for any purpose other than disposal in a landfill or transformation facility. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR 18982(a)(18). For the purposes of Chapters 8.29 and 8.30 of this title or as otherwise defined in 14 CCR 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in Chapters 8.29 and 8.30 of this title or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (36) “Enforcement Action” means an action of the City to address non-compliance with Chapters 8.29, 8.30 and 8.31 of this title including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (37) “Enforcement Official” or “City Enforcement Official” means the City Manager or his/her designee(s) who is/are partially or wholly responsible for enforcing Chapters 8.29, 8.30 and 8.31 of this title.
- (38) “Facility” means a permitted facility used to process, transfer, or dispose of solid waste or recyclable materials.
- (39) “Fire Marshal” means the Fire Marshal of the City of Orange Fire Department or his/her designee.
- (40) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR 18982(a)(24).
- (41) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of Chapters 8.29 and 8.30 of this title and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR 18982(a)(7).

If the definition in 14 CCR 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR 18982(a)(25) shall apply to Chapters 8.29 and 8.30 of this title.

- (42) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of Chapters 8.29 and 8.30 of this title and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR 18982(a)(7).
- (43) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (44) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (45) “Food Waste” means waste that will decompose and/or putrefy and is segregated for collection and recycling. Food waste includes: (i) kitchen preparation scrap, also called “back of the house scrap”; (ii) table food waste, also called “front of the house waste” and “plate waste”; (iii) animal or vegetable waste including fats, oil and grease that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iv) discarded paper that is contaminated with food waste, also called “food soiled paper,” (which includes but is not limited to paper towels, tissue products, paper napkins, paper plates cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes); and (v) fruit waste, grain waste, dairy waste, meat, and fish waste.
- (46) “Franchise” means the right or license granted to an individual, group or business to market/offer a company’s goods or services in a particular territory; a franchise may be exclusive or non-exclusive.
- (47) “Franchisee” means the individual, group, or business authorized by the City to provide any or all aspects of solid waste handling services.
- (48) “Full-service Restaurant” means an establishment with the primary business purpose of serving food, where food may be consumed on the premises, and where all of the following actions are taken by an employee of the establishment: (1) the consumer is escorted or assigned to an assigned eating area. The employee may choose the assigned eating area or may seat the consumer according to the consumer’s need for accommodation or other request; (2) the consumer’s food and beverage orders are taken after the consumer has been seated at the assigned seating area; (3) the food and beverage orders are delivered directly to the consumer; (4) any requested items associated with the consumer’s food or beverage order are brought to the consumer; (5) the check is delivered directly to the consumer at the assigned eating area; and (6) the consumer does not deliver the consumer’s waste and used dishes etc. to another location or otherwise clean the consumer’s own table.
- (49) “Gray Container” has the same meaning as in 14 CCR 18982(a)(28) and shall be used for the purpose of storage and collection of Mixed Waste.

- (50) “Green Container” has the same meaning as in 14 CCR 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (51) “Green Waste” means tree trimmings, brush, wood stumps, small pieces of wood, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or 48 inches in length) and similar materials.
- (52) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR 17402(a)(11.5); or, as otherwise defined in 14 CCR 18982(a)(33).
- (53) “Household Hazardous Waste” means hazardous waste generated at residential premises.
- (54) “Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling, or any other waste reduction requirement, to determine if the entity is complying with requirements set forth in Chapters 8.29, 8.30 and 8.31 of this title, or as otherwise defined in 14 CCR 18982(a)(35).
- (55) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR 18982(a)(38) differs from this definition, the definition in 14 CCR 18982(a)(38) shall apply to Chapters 8.29 and 8.30 of this title.
- (56) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of Chapters 8.29 and 8.30 of this title and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of Chapters 8.29 and 8.30 of this title and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR 18982(a)(39) differs from this definition, the definition in 14 CCR 18982(a)(39) shall apply to Chapters 8.29 and 8.30 of this title.
- (57) “Limited Service Charitable Feeding Operation” means an operation for food service to a consumer solely for providing charity, that is conducted by a nonprofit charitable organization operating pursuant to California Health and Safety Code Section 114333 et

seq., and whose food service is limited to any of the following functions: (1) Storage and distribution of whole, uncut produce, or of prepackaged, non-potentially hazardous foods in their original manufacturer's packaging. (2) Heating, portioning, or assembly of a small volume of commercially prepared foods or ingredients that are not prepackaged. (3) Reheating or portioning of only commercially prepared foods with no further processing, for purposes of hot holding and no longer than same-day food service to the consumer. (4) Storage or distribution of commercially prepared and commercially packaged potentially hazardous cold or frozen foods for distribution to the consumer, according to the Comprehensive Resource for Food Recovery Programs, as most recently updated by the Conference for Food Protection, or according to another nationally recognized guidance resource as approved by the local enforcement agency. "Limited Service Charitable Feeding Operation" does not include a nonprofit charitable temporary food facility operating pursuant to Section 114332 et seq., or a temporary food facility operating pursuant to Section 114335 et seq. A limited service charitable feeding operation shall operate pursuant to Section 114332 et seq., or Section 114335 et seq., if it operates a nonprofit charitable temporary food facility or a temporary food facility, respectively.

- (58) "Local Education Agency" means a school district, charter school, or county office of education located in the City that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR 18982(a)(40).
- (59) "Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste collected in a container that is required by 14 CCRs 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR 17402(a)(11.5).
- (60) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. Multi-Family Premises generally receive collection service through the use of bins but may use carts with City approval.
- (61) "Non-Covered Project" means any construction, demolition, or renovation project within the City that is not a covered project, e.g., a residential roofing project that does not remove the roof.
- (62) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR 18982(a)(42):
 - (1) Special district(s) located in the City.
 - (2) Jail(s) located in the City, including Theo Lacey Facility.
 - (3) Facilities operated by the State park system located in the City.
 - (4) Public universities (including community colleges) located in the City, including Santiago Canyon College.

- (5) State agencies located in the City.
- (6) Local Education Agency.
- (63) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR 18982(a)(43).
- (64) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR 18982(a)(45) or further explained in 14 CCR 18995.4.
- (65) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to non-edible food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR 18982(a)(46). Biosolids and digestate are as defined by 14 CCR 18982(a).
- (66) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR 18982(a)(48).
- (67) “Organics Recycling” means the processing of organic waste or organics for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products, or for conversion to energy.
- (68) “Premises” means any land, or building in City where solid waste is generated or accumulated.
- (69) “Recovery” means any activity or process described in 14 CCR 18983.1(b), or as otherwise defined in 14 CCR 18982(a)(49).
- (70) “Recyclable Materials” or “Recyclables” means solid waste that may be source separated, has some potential economic value, and is set aside, handled, packaged, or offered for collection in a manner different from refuse in order to allow it to be processed for recycling. Recyclable Materials do not include hazardous waste.
- (71) “Recycling” means the processing of recyclable materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The collection, transportation or disposal of solid waste not intended for, or capable of, reuse is not recycling. Recycling does not include use of solid waste for conversion to energy.
- (72) “Recycling Areas” mean space allocated for collecting and loading of recyclable materials.
- (73) “Refuse” means putrescible and non-putrescible solid waste.
- (74) “Residential” refers to services performed at and for residential premises, which include both single-family and multi-family homes.

- (75) “Residential Premises” means premises upon which dwelling units exist, including, without limitation, single-family and multi-family premises, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Premises upon which the following uses are occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hotels, motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as commercial premises as determined by City on a case by case bases.
- (76) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR 18982(a)(64).
- (77) “Rolloff Box” means a solid waste collection containers of 10 cubic yards or larger capable of being loaded via winch onto a rolloff vehicle equipped with rails.
- (78) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR 18982(a)(65).
- (79) “SB 1383” means the state law adopted in 2016 which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (80) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of Chapters 8.29 and 8.30 of this title, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (81) “Self-Hauler” (or “Self-Haul”) means a person or entity who hauls, or the act of hauling, Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person or entity who back-hauls waste, or as otherwise defined in 14 CCR 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR 18982(a)(66)(A).
- (82) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (83) “Solid Waste” has the same meaning as defined in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other

discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.
- (84) “Solid Waste Handling Services” means the collection, transfer, transport, recycling, processing, diversion and disposal of solid waste.
- (85) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing.
- (86) “Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (87) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (88) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (89) “State” means the State of California.
- (90) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR 18982(a)(73) shall apply to Chapters 8.29 and 8.30 of this title.

- (91) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR 18982(a)(74) shall apply to Chapters 8.29 and 8.30 of this title.

- (92) “Waste Generator” means any person as defined by the California Public Resources Code, whose act or process produces solid waste as defined in the Public Resources Code, or whose act first causes solid waste to become subject to regulation.

8.28.020 City’s Authority to Enforce Compliance and Inspect

- A. The City may make and enforce within its boundaries all sanitary and other ordinances and regulations not in conflict with general laws regarding all aspects of solid and organic waste handling which are of local concern, including, but not limited to:

- (1) Frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services.

- (2) Whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of the City Council, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding. The authority to provide solid waste handling services may be granted under terms and conditions prescribed by the City Council.
 - (3) Nothing in this chapter modifies or abrogates in any manner any franchise or permit previously granted or extended by the City, or by any other local governmental agency.
- B. To the extent permitted by law, the City may inspect any collection container at a commercial facility, multifamily dwelling, or large event or large venue and any solid waste collector's load for garbage, recyclable materials, or organic materials. To the extent permitted by law, the City may also inspect the premises of any commercial facility, multifamily dwelling, or large event or large venue to determine compliance with the provisions of this chapter, or applicable laws.

8.28.030 Enforcement and Penalties

- A. Businesses that do not comply with the mandatory recycling, waste disposal, reporting and other requirements of Chapters 8.29, 8.30 and 8.31 of this title shall be subject to enforcement by the City. In addition to being subject to the general penalty provisions set forth in Chapter 1.08 of this code, violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official. The City's enforcement protocol shall be educational and progressive, with the goal of bringing the business into compliance.
- B. Process for Enforcement. The following procedures are generally applicable to violations of Chapters 8.29, 8.30, and 8.31:
 - (1) The City Enforcement Official will monitor compliance with Chapters 8.29, 8.30 and 8.31 randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and/or an Inspection program. Section 8.28.020 establishes City's right to conduct Inspections and investigations.
 - (2) For a first violation, the City will send a written courtesy notice including information about the legal requirement to recycle recyclable materials or organics, provide recycling containers and/or other pertinent provisions of this title.
 - (3) If the violation is not corrected within ten business days, the City will send a written warning notice to the violator to inform it of the non-compliance, list the specific violations, and give a 60-day deadline to comply. This warning notice will inform the violator that it could be fined if it does not comply.
 - (4) Failure to correct a violation within the timeframe stated in the warning notice will subject the violator to fines on a graduated scale, in an amount set by separate resolution of the City Council.

- (5) All warning and violation notices shall be sent to the owner or the property or business, as applicable, at the official address maintained by the tax collector for the City, to the owner at the address of the dwelling or commercial property and/or to the party responsible for paying for the collection services, depending upon available information.
 - (6) In addition to the enforcement procedures contained herein, the City may prosecute violations pursuant to Chapter 1.08 of this code.
- C. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a warning notice issued in accordance with Subsection B(3) above, if it finds that there are extenuating circumstances beyond the control of the violator that make compliance within the deadlines impracticable, including the following:
 - (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
 - (2) Delays in obtaining discretionary permits or other government agency approvals; or,
 - (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR 18996.2 due to those deficiencies.
- D. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter, a notice that compliance is required effective January 1, 2022, and that violations will be subject to penalties beginning January 1, 2024.
- E. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Subsection C(3) above, as needed, or per any applicable agreement.

8.28.040 Appeal Procedures

Any decision made by the City, including a fine, may be appealed to the City Manager. Such appeal must be submitted in writing within ten (10) days of the decision and filed with the City Clerk's Office. The Notice of Appeal shall state briefly the grounds of appeal and be signed by the appealing party. Said appeal shall be heard by the City Manager or Designee within fifteen

(15) days. Evidence may be presented at the hearing. The decision by the City Manager or Designee shall be in writing and shall be final.

SECTION III:

Chapter 8.29 of the Orange Municipal Code, “Trash Bins and Drop Off Boxes,” is hereby deleted in its entirety and replaced with new Chapter 8.29 to read as follows:

Chapter 8.29 – SOLID WASTE DISPOSAL REDUCTION

8.29.010 Title of Ordinance

This chapter is entitled “Solid Waste Disposal Reduction Ordinance.”

8.29.020 Granting of Franchise; Services Exempt from Franchise

The City Council may, by resolution, grant one or more Franchise(s) for Solid Waste Handling Services. Franchises may be exclusive or non-exclusive. The following services and activities are exempt from the scope of Solid Waste Handling Services franchised by the City:

- A. The sale or donation of Source Separated Recyclables by the Waste Generator to any individual, group, or business other than Franchisee; provided, however, to the extent permitted by law, if the Waste Generator is required to pay monetary or non-monetary consideration for the collection, transportation, transfer, or processing of Recyclables, the fact that the Waste Generator receives a reduction or discount in price (or in other terms of the consideration the Waste Generator is required to pay) shall not be considered a sale or donation;
- B. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Waste Generator (or by its full-time employees) to a processing or Disposal Facility in a manner consistent with all applicable laws and regulations;
- C. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming contractor, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service;
- D. The collection, transfer, transport, Recycling, processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;
- E. The collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- F. The collection, transfer, transport, Recycling, processing, and Disposal of hazardous substances, hazardous waste, Household Hazardous Waste and radioactive waste regardless of its source;

- G. C&D Debris which is removed by a duly licensed Construction or Demolition company or as part of a total service offered by said licensed company, where the licensed company uses its own equipment;
- H. The collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;
- I. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste;
- J. A person that obtains a Self-Hauler permit in accordance with this chapter; and
- K. Containers delivered for redemption and Recycling under the California Beverage Container Recycling Litter Reduction Act.

8.29.030 Mandatory Subscription to Collection Services or Self-Haul

- A. Arrangement for the removal of Solid Waste is mandatory. Except as otherwise provided in this chapter, the owner, property manager, tenant and/or person in charge or control or each Residential Premises, including Single-Family and Multi-Family Premises, and each Commercial Premises in the City, shall either (i) subscribe to Solid Waste collection services with a Franchisee for that Premises; or (ii) register with the City as a Self-Hauler annually or as determined by the City, and obtain a Self-Hauler permit as set forth in this chapter in connection with that Premises.
- B. Exception; Vacant properties. The above requirement to arrange for Solid Waste collection services shall not apply to any Residential Premises in which all dwelling units are vacant for a period of forty-five (45) days or more, or Commercial Premises that are vacant for a period of forty-five (45) days or more, provided this exception shall apply only during the period of vacancy. Any person seeking to avail himself/herself of the exception provided in this chapter shall bear the burden of providing reasonable evidence to the City, pursuant to such regulations or guidelines as the City is authorized to develop, demonstrating vacancy of the Premises for the period in question.

8.29.040 Self-Haulers/Self-Hauling

- A. Self-Haulers holding a Self-Hauler permit and operating in accordance with this chapter are only permitted to collect, transport and dispose of Solid Waste generated by and upon the Self-Hauler's own Premises. Under no circumstances may a Self-Hauler collect, transport or dispose of Solid Waste generated upon Premises that are not owned, operated or controlled by the Self-Hauler. Notwithstanding any other provision of this chapter, Self-Haulers shall not be permitted to share, place Solid Waste in, or to otherwise use the Bin, Cart, Rolloff Box, or other Container of another person or business.
- B. All Self-Haulers shall adhere to the following requirements: each Self-Hauler shall obtain a permit from the City Enforcement Official. Self-Haulers must renew their permit at the commencement of each fiscal year, or as determined by the City.

- C. The City Enforcement Official shall approve the application for a Self-Hauler permit if it meets the requirements of this section, and the equipment, Containers, Diversion plan and Disposal plan are to his/her reasonable satisfaction; and if there is evidence of past Diversion and Disposal requirements that demonstrates the Applicant has complied with the Diversion requirements as may be imposed by applicable laws; and if the Applicant has otherwise complied with all laws related to collection, transportation and Disposal of Solid Waste.
- D. Containers, Collection and Transport Equipment. Containers (including, but not limited to, Bins, Carts and Rolloff Boxes) and collection and transport equipment (including, but not limited to, transport trucks and vehicles) utilized by a Self-Hauler must be approved by the City Enforcement Official in writing prior to issuance of a Self-Hauler permit, and must be appropriate for their intended purpose. In addition, any Containers utilized by a Self-Hauler shall comply with the following requirements:
- (1) All Containers shall be maintained in good repair, and any question as to the meaning of this standard shall be resolved by the City Enforcement Official;
 - (2) All Containers shall be maintained in a sealed, watertight condition;
 - (3) Self-Haulers shall remove any graffiti that appears on Containers within 24 hours after becoming aware of it; and
 - (4) All Containers shall be labeled with owner's contact information and properly labeled as to the acceptable and nonacceptable contents.
- E. Non-Commercial Venture. Self-Haulers must obtain all equipment, including Containers and collection and transportation equipment, at a fair market value that does not include any hauling services, "free" or otherwise. A Self-Hauler may not pay a Solid Waste enterprise an amount that exceeds fair market value for equipment, and then claim to receive collection, transportation and Disposal services at no cost from such Solid Waste enterprise. A Self-Hauler may use its own employees to undertake Self-Hauling activities, but under no circumstance may a Self-Hauler use an independent contractor or any other person or entity for Solid Waste collection services (other than a Franchisee).
- F. Other Recycling Obligations. Self-Haulers shall recycle all Recyclable Materials not otherwise addressed by this section to a degree and in a manner consistent with standards generally applicable to the Solid Waste industry and as required by state law.
- G. Collection Frequency. Unless otherwise specifically provided in this chapter, Self-Haulers shall remove Solid Waste from their Premises at least once per week, or as determined by the City.
- H. Hazardous and Special Wastes. Unless lawfully and currently licensed under state, federal and local laws, no Self-Hauler shall engage in the collection, transport or Disposal of hazardous waste or special wastes.

- I. Suspension and Revocation. The City may immediately and temporarily suspend a Self-Hauler permit if the permittee: (i) fails to divert at least fifty percent (50%) of all Solid Waste collected from its Premises from landfills in a manner that complies with the requirements of AB 939, AB 341 and all other applicable laws; (ii) fails to divert at least fifty percent (50%) of all organics materials collected; (iii) fails to divert at least sixty-five percent (65%) of all C&D Debris collected from its Premises from landfills in a manner that complies with the requirements of CALGreen; (iv) fails to deliver Solid Waste collected from its Premises to appropriate Disposal or Recycling facilities at least as frequently as collection is required for such Self-Hauler by the City; or (v) fails to comply with any section in this code or other applicable law regarding the collection, hauling, transportation, or Disposal of Solid Waste. Upon issuance of the temporary suspension, the City shall give the Self-Hauler written notice of the following: (aa) the permit has been temporarily suspended and no Self-Hauling is permitted pursuant to suspended permit; (bb) a brief statement of the grounds for the suspension; (cc) on a date and time certain, which date shall be at least five (5) calendar days after the date of the issuance of the notice, the City shall determine whether the permit should be revoked or reinstated; and (iv) the Self-Hauler has the right to submit information to the City before that date to demonstrate that the suspension was in error and the permit should be reinstated.

8.29.050 Self-Hauling Violations

- A. Unauthorized Containers. In addition to any other penalties and/or remedies as set forth in this chapter or provided for by law, any container placed within the City right-of-way for the collection of Solid Waste in violation of Section 8.29.160 (“unauthorized container(s)”) may be impounded as set forth in this chapter.
- B. The City may cause a Notice of Violation to be placed in a conspicuous place on any unauthorized container directing that it be removed. The notice shall specify the nature of the violation and shall state that the container must be removed within 24 hours or it may be removed and stored by the City or authorized Designee, and the contents disposed of, at the expense of the owner thereof. The notice shall indicate the time that it was posted and shall include the name and phone number of a person designated by the City to hear any appeal or challenge to the requirement that the container be removed; and, further, shall indicate that any appeal of the order for removal must occur within 24 hours of the posting of the notice. The posting of a notice to remove shall constitute constructive notice to the owner and user of the requirement to remove the unauthorized container. If the identity of the owner of an unauthorized container is known to the City, the City shall also promptly cause a copy of the notice to remove to be mailed or emailed to the owner.
- C. If within 24 hours after a notice to remove is posted on an unauthorized container a request for an appeal has not been received and the container is not removed, the City may direct the removal and storage of the unauthorized container. In addition, if the contents of the container are either comprised of a substantial amount of putrescible Solid Waste, or determined by the City to create a threat to health and safety if not disposed of immediately, the City may direct the Disposal of the contents of the container. The owner of the unauthorized container shall be responsible to reimburse the City for the actual cost of removal, storage and Disposal, including any administrative costs incurred by the City. All

amounts due to the City for the cost of removal, storage and Disposal must be paid before the unauthorized container may be returned to the owner. Such amounts shall constitute a debt owed by the owner to the City, and the owner shall be liable to the City in an Enforcement Action brought by the City for the Recovery of such amounts.

- D. If the unauthorized container is not claimed within 30 days after removal, the unauthorized container and its contents shall be deemed abandoned property and may be disposed of as determined by the City.
- E. Within five (5) business days following retrieval of an unauthorized container from the City by the owner, the owner may request a hearing to appeal the City's determination that the container is an unauthorized container as provided in Section 8.28.040.

8.29.060 Transporting Uncovered Waste Prohibited

It is unlawful to drive or move any vehicle loaded with Solid Waste or Recyclables on any City street or highway unless the load is covered in a manner that will prevent the load or any part of the load from spilling, falling or blowing upon the street or highway.

8.29.070 Illegal Dumping

It is unlawful to deposit, dump or cause to be deposited or dumped any Solid Waste or Recyclables upon or in the following places:

- A. Any public or private highway or road, including any portion of the right-of-way;
- B. Any private property into or upon which the public is admitted by easement or license;
- C. Any private property without the consent of the owner; or
- D. Any public park or other public property without the consent of the state or local agency having jurisdiction over the property.

The court may require a person convicted under this section, as a condition of probation, to remove or pay the cost of removing all waste which the convicted person dumped or caused to be dumped upon private or public property.

8.29.080 Abandoned Personal Property

- A. It is unlawful for any person to abandon personal property on private or public Premises. Any personal property located on public property that is unattended and whose owner cannot be readily identified is presumed to be abandoned and may be removed by the City. If the abandoned property is not claimed within 30 days after removal, it may be disposed of as determined by the City
- B. Unattended personal property that is unsanitary, soiled, verminous, in disrepair, or otherwise present a nuisance, may be summarily abated and disposed by the City without any waiting period. At the direction of the City, unattended personal property or

possessions that are reusable or Recyclable may be recovered and transported by a non-profit agency for reuse.

8.29.090 Duty of Owner to Remove Accumulated Solid Waste

It shall be the duty of every owner or occupant of any lot or Premises in the City to promptly remove any Solid Waste that constitutes or contributes to any public nuisance.

8.29.100 Circumstances Constituting a Public Nuisance

- A. It is unlawful for any person to occupy or inhabit any Premises within the City for which arrangements have not been made and kept in full force and effect for Solid Waste collection services in a manner consistent with the provisions of this chapter.
- B. It is unlawful to throw, place, scatter, allow to accumulate or bury any garbage, waste, combustible or noncombustible rubbish, or contaminated dirt, in, upon or below the surface of any Premises, highway, public street, public place, storm drain, or catch basin in the City, or on the Premises of another person. Small amounts of organics treated in processes such as backyard composting, and “bokashi” (a method for fermenting small amounts of Residential-generated Food Waste), are exempt from the prohibition on burying.
- C. It is unlawful to allow to accumulate upon any Premises Solid Waste that is offensive, obnoxious unsanitary, or uncontained, or that may endanger, injure, or diminish neighboring property, or the health or welfare of the City’s residents or businesses.

8.29.110 Prohibited Acts

- A. It is unlawful for any person, other than the owner, occupant or person in possession, charge or control or any Residential or Commercial Premises, or a person authorized by law (such as a Franchisee), to remove any Bin, Cart, Rolloff Box or other Container from any such Premises or from any location where it was lawfully placed for collection, without the prior written approval or the owner, occupant or person in possession, charge or control of such Premises.
- B. No person shall place Solid Waste adjacent to a street or public-right-of-way for collection by a Franchisee without having first subscribed for Solid Waste collection services with such Franchisee.
- C. No person shall burn or process any Solid Waste within the City, except in an approved incinerator, digester or other device for which a permit has been issued by the Building Official and Fire Marshal, and which complies with all applicable local, state and/or federal permit requirements, laws, rules and regulations.
- D. It is unlawful for any person, other than a Franchisee or the City, to take, remove or appropriate for their own use any Solid Waste, including Recyclable Materials, which has been placed in any street or alley for collection or removal by a Franchisee, regardless of whether the Solid Waste is placed in a Bin, Cart, Rolloff Box or other Container.

8.29.120 Containers

- A. Every owner, occupant, or person in possession, charge or control of any Premises within the City shall deposit or cause to be deposited all Solid Waste generated or accumulated on such Premises, and intended for collection and Disposal, in sealed, watertight Bins, Carts, Rolloff Boxes or other Containers that are either (i) provided by, or acceptable to, a Franchisee; or (ii) approved by the City for Self-Hauling purposes pursuant to this chapter. No owner, occupant or person in possession, charge or control of any Premises shall use a bin, cart, Rolloff Box or other container not in conformance with the requirements in this chapter for the collection, accumulation or storage of Solid Waste.
- B. Containers used solely for (dedicated to) the collection of Food Waste and Food-Soiled Paper shall have leakproof, plastic liners that can be rinsed clean and that are equipped with drainage holes that can be sealed/plugged.
- C. It is unlawful, to keep Solid Waste in containers other than those prescribed by this chapter.

8.29.130 Frequency of Collection

- A. Residential Premises: With the exception of vacant Premises, every owner, occupant or person in possession, charge or control of any Residential Premises within the City shall remove or cause to be removed by subscription to weekly services provided by a Franchisee all Solid Waste generated, stored, collected or accumulated on such Premises. Such services for Residential Premises shall be provided solely by a Franchisee with an exclusive Franchise, and if no exclusive Franchise has been issued, then such service shall be provided by the same party that provides Solid Waste collection services to Residential parcels owned by the City or by another franchised hauler approved by the City.
- B. Commercial Premises: With the exception of vacant Premises, every owner, occupant or person in possession, charge or control of any Commercial Premises within the City shall remove by Self-Hauling (as provided in this chapter), or cause to be removed by subscription to services provided by a Franchisee, all Solid Waste generated, stored, collected or accumulated on such Premises.
- C. Modification to Collection Frequency: The City may provide written notice to the owner of any Premises that the above minimum removal requirements are not sufficient to avoid the creation of a public nuisance due to unique circumstances at such Premises. The City may direct that Solid Waste be removed by the owner of any Premises so notified on a more frequent schedule and/or that additional or larger Containers be used, at the owner's sole expense.

8.29.140 Container Collection Times

- A. Except as otherwise permitted by the City Enforcement Official, to preserve peace and quiet, Solid Waste shall only be collected from Residential areas, and Commercial areas adjacent to Residential areas, between 7:00 A.M. and 7:00 P.M., or as approved by the City Enforcement Official. "Adjacent" in this context means the nearest Residential premises is located within three-hundred (300) feet or less of the nearest Commercial structure.

- B. Except as otherwise permitted by the City Enforcement Official, Solid Waste shall only be collected from other Commercial areas between 6:30 A.M. and 8:00 P.M.

8.29.150 Container Collection Days

Collection is only permitted Monday through Saturday for Residential areas and Commercial areas adjacent to Residential areas. Collection is permitted Monday through Sunday for Commercial areas, or as approved by the City Enforcement Official.

8.29.160 Container Placement

- A. No Bin, Cart, Rolloff Box or other Container shall be placed adjacent to or in a street or public right-of-way for collection service prior to 4:00 P.M. on the day preceding the normal collection time.
- B. All Containers placed adjacent to or in a street or public right-of-way for collection service shall be removed from the street or public-right-of-way by 7:00 A.M. on the day after collection.
- C. Containers shall be placed on top of the curb when street sweeping days align with Solid Waste collection days.
- D. Containers shall be placed only within the public right-of-way aligning with associated property's frontage.

8.29.170 Filling of Containers for Collection

Containers shall be filled only to the actual capacity of the Container. Container lids shall remain closed at all times that the Container is unattended. If the Solid Waste contained within a Bin, Cart, Rolloff Box or other Container exceeds the actual capacity of the Container, then a larger Container or multiple Containers shall be utilized.

8.29.180 Sharing of Containers

- A. It is unlawful for any person to share, place Solid Waste in, or to otherwise use the Bin, Cart, Rolloff Box or other Container of another person or business without the approval of the City or a Franchisee. Occupants of single family Premises (1-4 dwelling units) shall not share Carts with other Single-Family Premises.
- B. The sharing of Bins may be permitted under either of the following conditions:
 - (1) The owner, property manager or person in charge or control of a Premises upon which four (4) or more Residential dwelling units exist may arrange for one or more Bins (but not Carts) to be shared by the occupants, tenants or persons in possession of the dwelling units on that Premises.
 - (2) The owner, property manager or person in charge or control of a Commercial Premises with several sub-tenants may arrange for one or more Bins or Rolloff Box

(but not Carts) to be shared by the occupants, tenants or persons in possession of the units on that Premises.

8.29.190 Improper Use of Containers

It is unlawful to use any Bin, Cart, Rolloff Box or other Container furnished by a Franchisee for any purpose other than the collection, accumulation and storage of Solid Waste; or to convert or alter such Containers for other uses; or to intentionally damage or deface such Containers.

8.29.200 Container Storage

- A. Residential Containers: All Containers used for the collection of Solid Waste at Residential Premises shall be stored out of public view in a side or rear yard or an enclosed garage, except on collection day, or when Containers are placed adjacent to or in a street or public-right-of-way for collection service as provided in this chapter.
- B. Commercial Containers: Except when Containers are placed adjacent to or in a street or public-right-of-way for collection service on the evening preceding the normal collection time, or the period prior to Containers being removed from the street or public-right-of-way after collection, all Containers used for the collection of Solid Waste at Commercial Premises shall be stored out of public view in an enclosure in accordance with the requirements of Title 17 of this code. The trash enclosure shall be maintained in a clean condition and graffiti shall be removed within 24 hours of discovery. Recycling Areas shall be secured to prevent the theft of Recyclable Materials by unauthorized persons, while allowing authorized persons access for collection and loading of materials and the Recycling Areas or the Bins or Containers placed therein must provide protection against adverse environmental conditions which might render the collected materials unmarketable. A sign clearly identifying all Recycling and Solid Waste collection and loading areas and the materials accepted therein shall be posted and maintained adjacent to or near all Containers.

8.29.210 Container Safety

Egress from stored Commercial Containers shall not be blocked at any time. Containers including compactors that have electrical/hydraulic systems shall have emergency shut-off controls that are clearly labeled and easily accessible at all times. Shut-off controls shall be maintained in good operating condition.

8.29.220 Mandatory Recycling

It shall be mandatory for all generators of Multi-Family Residential, Commercial, and industrial Recyclables in the City that generate the minimum volume of Refuse specified in any existing or future state laws or regulations (including, but not limited to, AB 341, SB 1383) to separate from Refuse, for Recycling purposes, all designated Recyclables, to arrange for Recycling services, or otherwise participate in Recycling as described by this chapter.

8.29.230 Acceptable Commercial Recycling Arrangements

The following are acceptable arrangements to fulfill the City's mandatory Recycling requirements:

- A. Franchised hauler collection of Source Separated Recyclables – the business arranges with a Franchisee to regularly collect Source Separated Recyclables.
- B. Mixed Waste processing – the business arranges with a Franchisee that subjects the businesses waste to Mixed Waste processing that yields Diversion results comparable to source separation.
- C. Third-party Recycling – the business arranges with an independent recycler to collect Source Separated Recyclables and arranges for the pickup of Recyclable Materials by a third-party recycler.
- D. Self-Haul – the business owner or employees regularly gather and transport Recyclable Materials to a permitted Recycling processing center.

8.29.240 Exemptions from Mandatory Recycling

The City, in its sole discretion, and only under exceptional circumstances, may deem a business exempt from mandatory Recycling. Any exemption granted to a business must be renewed annually. The circumstances under which a business may be granted an exemption include, but are not limited to, the following:

- A. The business lacks sufficient space. If this exemption applies, the business shall nevertheless demonstrate efforts toward improving its property in order to include Recycling Container space;
- B. The business implements other actions to recycle significant portion of Recyclables; or
- C. There are extraordinary circumstances that preclude the business from Recycling its waste.

8.29.250 Self-certification and Audit

Upon written request from the City, all Multi-Family Residential, Commercial, and industrial businesses in the City shall confirm and self-certify in writing that they are in compliance with the provisions of this chapter. Furthermore, upon written request from the City, business may be required to report what types of materials the business generates, and the materials that are being recycled or otherwise diverted from Disposal. City representatives shall have the right to periodically visit businesses and conduct Compliance Review.

8.29.260 Businesses Required to Provide Customers Recycling Containers

All businesses in the City (except Full-Service Restaurants) that are subject to the requirements of AB 341, AB 827 and AB 1826, and that allow customers access to their business, are required to provide customers with Solid Waste Recycling and organics collection Bins or Containers to collect material generated from products purchased on the Premises. The Bins or Containers must

be visible and easily accessible to customers. The Bins or Containers must be clearly marked with labeling indicating which materials are appropriate for each Container. Placement of the Bins or Containers must be adjacent to each trash can (restroom waste bins are excluded).

8.29.270 Waste Management and Recycling for Large Events and Large Venues

All Large Events and Large Venues as defined in this title are subject to the following requirements:

- A. **Venue Requirements.** All Large Venues shall develop and submit to the City on or before January 1 of each year, or as soon as possible after learning of an event, a list of all events scheduled for each venue for that calendar year utilizing a report form or template provided by the City, that includes event details as determined by the City. A waste management plan shall also be submitted to include the following: (i) the existing Solid Waste reduction, reuse and Recycling programs to be utilized; (ii) an estimate of the tonnage and type of Solid Waste, Recyclables and Organic Waste generated by each event to be held at the venue; (iii) proposed actions to reduce, reuse and recycle the amount of Solid Waste generated from the event and surplus edible food that may be donated to a food rescue organization/group; and (iv) arrangements for the separation, collection and Diversion from landfills of reusable and Recyclable Materials.
- B. **Event Requirements.** All Large Events shall submit to the City, utilizing a report form or template provided by the City, details of the event as determined by the City. A waste management plan shall also be submitted to include the following: (i) the existing Solid Waste reduction, reuse and Recycling programs to be utilized; (ii) an estimate of the tonnage and type of Solid Waste, Recyclables and Organic Waste generated by the event; (iii) proposed actions to reduce, reuse and recycle the amount of Solid Waste generated from the event; and (iv) arrangements for the separation, collection and Diversion from landfills of organics, reusable and Recyclable Materials.
- C. **Waste Management Plan.** A waste management plan shall be approved or rejected no later than 20 business days after a complete application is submitted for a Large Event or a waste management plan is submitted for a Large Venue.
- D. **The City may approve the plan subject to conditions reasonably necessary to meet the standards of this chapter and may consult with the City's Franchisee or Solid Waste hauler concerning the viability of the waste management plan and compliance by Large Events and Large Venues with Diversion requirements.**
- E. **If the City rejects the waste management plan, the grounds for rejection shall be clearly stated in writing.**
- F. **Waste Management Compliance Reporting.** Within 30 days after the close of an event held at a Large Venue or a Large Event, the Large Event organizer/manager or Large Venue operator shall provide a written report to the City containing the following documentation: a listing of Solid Waste reduction, reuse, Recycling and Diversion programs implemented for the event or venue, and the type and weight of materials diverted and disposed at the event or venue.

- G. Actions by the City. When issuing a permit to an operator of a Large Event or Large Venue, the City shall provide information to the operator regarding reduction, reuse and Recycling of Solid Waste materials generated at the event or venue and shall provide contact information about where Solid Waste materials may be donated, recycled or composted.
- H. Food Recovery Fees. The City, in its sole discretion, may charge and collect a food rescue fee from an operator of a Large Venue in an amount to be established by resolution of the City Council to cover costs associated with the rescue of surplus edible food generated at the Large Venue. All food rescue fees are to be deposited into a food rescue escrow account to be established and managed by the City and distributed at the City's discretion to food rescue organizations/food rescue groups operating within the City.
- I. Event or Venue Operator Fees. The City, in its sole discretion, may charge and collect a fee from an operator of a Large Event or Large Venue in an amount to be established by resolution of the City Council to recover the City's estimated costs incurred in complying with this chapter.
- J. Penalty. In addition to any other available penalties and/or remedies, any Large Event or Large Venue not complying with the waste management plan approved by the City may be subject to Compliance Review by the City or its designated representatives or Contractors at the expense of the operator of the Large Event or Large Venue. Based on such Compliance Review, the City may require additional processing of Solid Waste generated by the event or venue, at an additional cost to the operator, to meet the Diversion goals of the City.

8.29.280 Commercial and Nonprofit Registration/Reporting Requirements

All entities operating in City, including nonprofits, informal organizations involved in any type of reuse and/or Food Recovery activities, and Limited Service Charitable Feeding Operations, must:

- A. Register with the City on an annual basis.
- B. Submit to the City annual reports that provide information required by, but not limited to, AB 939 and SB 1383, utilizing a standardized report template provided by the City. At minimum, the reports will include tonnage of materials collected/accepted, tons reused/sold/donated, and tons disposed, including tons of rescued food disposed of due to spoilage.
- C. Complete an annual City survey regarding their infrastructure (including but not limited to, facilities, equipment) and reuse/rescue capacity.

8.29.290 Enforcement

Enforcement of this chapter shall be as provided in Section 8.28.030 of this title.

SECTION IV:

Chapter 8.30 of the Orange Municipal Code, “Organic Waste Disposal Reduction,” is hereby added to read as follows:

Chapter 8.30 – ORGANIC WASTE DISPOSAL REDUCTION

8.30.010. Title of Ordinance

This chapter is entitled “Organic Waste Disposal Reduction Ordinance.”

8.30.020. Requirements for Single-Family Generators

Single-Family Organic Waste Generators, except Single-Family generators that meet the Self-Hauler requirements in Section 8.29.040 of this title, shall comply with the following requirements:

- A. Shall subscribe to City’s Organic Waste collection services for all Organic Waste generated as described in Subsection B below. City shall have the right to review the number and size of a generator’s Containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR 18984.9(c).
- B. Shall participate in the City’s Organic Waste collection service(s) by placing designated materials in designated Containers as described herein, and shall not place Prohibited Container Contaminants in collection Containers. On or before the earlier of January 1, 2036 or the replacement of the applicable Container, Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

8.30.030. Requirements for Commercial Businesses

Generators that are Commercial Businesses shall:

- A. Excluding Commercial Businesses that meet the Self-Hauler requirements in Section 8.29.040 of this title, subscribe to the City’s three-container collection services and comply with requirements of those services as described in Subsection B below. City shall have the right to review the number and size of a generator’s Containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

- B. Excluding Commercial Businesses that meet the Self-Hauler requirements in Section 8.29.040 of this title, participate in the City's Organic Waste collection service(s) by placing designated materials in designated Containers as described herein. On or before the earlier of January 1, 2036 or the replacement of the applicable Container, Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- C. Supply and allow access to adequate number, size and location of collection Containers with sufficient labels or colors (conforming with Subsections D(1) and D(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if Self-Hauling, per the Commercial Business' instructions to support its compliance with its Self-Haul program, in accordance with Section 8.29.040 of this title.
- D. Excluding Multi-Family Residential Dwellings, provide Containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal Containers are provided for customers, for materials generated by that business. Such Containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of Container, then the business does not have to provide that particular Container in all areas where disposal Containers are provided for customers. Pursuant to 14 CCR 18984.9(b), the Containers provided by the business shall have either:
- (1) A body or lid that conforms with the Container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements..
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that Container, or Containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the Container.
 - (3) Pursuant to 14 CCR 18984.7, a Commercial Business is not required to replace functional Containers that do not comply with the requirements of this subsection prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Pursuant 14 CCR 18984.8, the Container labeling requirements are required on new Containers commencing January 1, 2022, with all Containers to be labelled by January 1, 2036.
- E. Multi-Family Residential Dwellings are not required to comply with Container placement requirements or labeling requirement in Subsection D above, pursuant to 14 CCR 18984.9(b).

- F. Excluding Multi-Family Residential Dwellings, to the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if Self-Hauling, per the Commercial Businesses' instructions to support its compliance with its Self-Haul program, in accordance with Section 8.29.040.
- G. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if Containers are contaminated and of the requirements to keep contaminants out of those Containers pursuant to 14 CCR 18984.9(b)(3).
- H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- I. Provide education information to new tenants within fourteen (14) days of occupation of the Premises that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of Containers and the rules governing their use at each property.
- J. Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 8.30.090 of this chapter to confirm compliance with the requirements of this chapter.
- K. If a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 8.30.080 of this chapter.
- L. Nothing in this Section prohibits an Organic Waste Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR 18984.9(c).
- M. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.30.050.

8.30.040. Waivers for Organic Waste Generators

- A. De Minimis Waivers. A City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Subsection A(2) below. Commercial Businesses requesting a de minimis waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Subection A(2) below.
 - (2) Provide documentation that either:

- (a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable Container of the business' total waste; or,
 - (b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable Container of the business' total waste.
 - (3) Notify City if circumstances change such that Commercial Business' Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every five years.
- B. Physical Space Waivers. City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for the collection Containers required for compliance with the Organic Waste collection requirements of this chapter.
- A Commercial Business or property owner requesting a physical space waiver shall:
- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Subsection B(2) below.
 - (2) Provide documentation that the Premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
 - (3) Provide written verification of eligibility for physical space waiver every five years.
- C. Review and Approval of Waivers by City. Review and approval of waivers will be performed by the City Enforcement Official.

8.30.050. Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed of.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR 18991.4:
 - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR 18991.3(b).
 - (b) A copy of all contracts or written agreements established under 14 CCR 18991.3(b).
 - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information.
 - ii. The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or Self-Hauled.
 - iv. A reasonable estimate of the food collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery, measured in pounds recovered per month or other identifiable means of quantification.
- D. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the federal Good Samaritan Act, the California Retail Food Code, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

8.30.060. Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) A reasonable estimate of the food collected from each Commercial Edible Food Generator per month, measured in pounds recovered or other identifiable means of quantification.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization receiving Edible Food from the Food Recovery Service.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) A reasonable estimate of the Edible Food received from each Commercial Edible Food Generator per month, measured in pounds received or other identifiable means of quantification.
- C. Food Recovery Organizations collecting or receiving Edible Food directly from a Food Recovery Service shall maintain a record of the name, address, and contact information for each such Food Recovery Service.
- D. Food Recovery Organizations and Food Recovery Services with a primary address in the City, that have contracts or written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR 18991.3(b), shall report to the City no later than March 31 the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have a contract or written agreement with pursuant to 14 CCR 18991.3(b).
- E. Food Recovery Capacity Planning. Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, within 60 days after request, regarding existing, or proposed new or expanded Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators.

8.30.070. Requirements for Haulers and Facility Operators

A. Requirements for Hauler(s)

- (1) City's franchised waste hauler providing Residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (a) Provide written report to the City annually, identifying the facilities to which it will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (b) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a Facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (2) City's franchised waste hauler's obligation to collect Organic Waste shall comply with education, equipment, signage, Container labeling, Container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City as defined by state law or the franchise agreement, whichever is more stringent.

B. Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days
- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.30.080. Self-Hauler Requirements

- A. Self-Haulers shall source separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and Recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR 18984.3.

- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a Facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste Facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste Facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) A reasonable estimate of the amount of material transported by the generator to each entity, measured in cubic yards, tons, or other identifiable means of quantification.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- D. A Residential Organic Waste Generator that Self-Hauls Organic Waste is not required to record or report information in Subsection C above.

8.30.090. Inspections and Investigations by City

- A. The City is authorized to conduct Inspections and investigations, at random or otherwise, of any collection Container, collection vehicle loads, or Facility for materials collected from generators or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private Residential property for Inspection
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of Residential property interiors) and shall cooperate with the City during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers, Edible Food Recovery activities, records, or any other requirement of this chapter. Failure to provide or arrange for access to an entity's Premises or access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described herein.

- C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City shall accept written complaints, including anonymous complaints, from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations.

8.30.100. Enforcement

Enforcement of this chapter shall be as provided in Section 8.28.030 of this title.

SECTION V:

Chapter 8.31 of the Orange Municipal Code, “Construction and Demolition Waste Disposal Reduction,” is hereby added to read as follows:

Chapter 8.31 – CONSTRUCTION AND DEMOLITION WASTE DISPOSAL REDUCTION

8.31.010 Title of Ordinance

This chapter is entitled “Construction and Demolition Waste Disposal Reduction Ordinance.”

8.31.020 Waste Management Plan for Construction and Demolition

- A. Covered Projects. Prior to beginning any Construction or Demolition activities, the Applicant shall submit a waste management plan to the City Enforcement Official or sign up for C&D services through the City’s Solid Waste Hauler and shall comply with all provisions of this chapter.
- B. Non-covered Projects. Proponents of Non-Covered Projects shall Divert at least sixty-five percent (65%) of all project-related C&D Debris, or other Diversion Requirements as may be imposed by applicable laws, but shall not be required to submit a waste management plan to the Enforcement Official.
- C. Compliance as a Condition of Approval. Compliance with the provisions of this chapter shall be listed as a condition of approval on any building or Demolition permit issued for a Covered Project.

8.31.030 Submission of Waste Management Plan.

- A. Applicants for building or Demolition permits involving any Covered Project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the City for this purpose, as part of the application packet for the building and/or Demolition permit. The completed WMP shall indicate all of the following:
 - (1) The estimated weight of project C&D Debris, by material type, to be generated;
 - (2) The maximum weight of such materials that can feasibly be Diverted via reuse or Recycling;
 - (3) The vendor or Facility that the Applicant proposes to use and receive the material;
 - (4) The estimated weight of C&D Debris that will be landfilled;

- (5) Any special or specific activities that the Applicant will use to comply with the provisions of this section;

For purposes of this chapter, measurements of weight may be satisfied by measurements of volume, as authorized by Section 8.31.060.B.

- B. Calculating Weight of Debris. In estimating the weight of materials identified in the WMP, the Applicant shall use the standardized Conversion Rates approved by the City for this purpose.
- C. Deconstruction. In preparing the WMP, Applicants for building or Demolition permits involving the removal of all or part of an existing structure shall consider Deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage rather than being landfilled.

8.31.040 Review of Waste Management Plan.

- A. Approval. No building or Demolition permit shall be issued for any Covered Project unless and until the Enforcement Official has approved the WMP. Approval shall not be required, however, where an emergency Demolition is required to protect public health or safety as determined by the Enforcement Official. The Enforcement Official shall only approve a WMP if the official first determines that all of the following conditions have been met:
 - (1) The WMP provides all of the information set forth in Section 8.31.030.
 - (2) The WMP indicates that at least sixty-five percent (65%) of all C&D Debris generated by the project will be Diverted, or other Diversion Requirements as may be imposed by applicable laws.
 - (3) If the Enforcement Official determines that these conditions have been met, the official shall mark the WMP "approved," return a copy of the WMP to the Applicant.
- B. Non-approval. If the Enforcement Official determines that the WMP is incomplete or fails to indicate that at least sixty-five percent (65%) of all C&D Debris generated by the project will be reused or recycled, or other Diversion Requirements as may be imposed by applicable laws, the Enforcement Official shall either:
 - (1) Return the WMP to the Applicant marked "denied," including a statement of reasons, and immediately stop processing the building or Demolition permit application; or
 - (2) Return the WMP to the Applicant marked "further information required," accompanied by a description of the needed additional information.

8.31.050 Compliance with Waste Management Plan.

- A. Documentation. Within 90 days after completion of any Covered Project, the Applicant shall submit to the Enforcement Official documentation that it has met the Diversion Requirement. This documentation shall include all of the following:
 - (1) Receipts from the vendor and Facility that collected and received each material showing the actual weight or volume of that material;

- (2) A copy of the previously approved WMP for the project adding the actual weight or volume of each material Diverted and landfilled;
 - (3) Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with the approved WMP for the project.
- B. **Weighing of Wastes.** The Applicant shall make reasonable efforts to ensure that all C&D Debris Diverted or landfilled, is measured and recorded using the most accurate method of measurement available. Unless otherwise exempted by the Enforcement Official, all C&D Debris shall be weighed. Regarding C&D Debris for which weighing is not required due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the Applicant shall use the standardized Conversion Rates approved by the City for this purpose.
- C. **Determination of Compliance and Release of Building Permit.** The Enforcement Official shall review the information submitted under this section and determine whether the Applicant has complied with the Diversion Requirement, as follows:
 - (1) **Full Compliance.** If the Enforcement Official determines that the Applicant has fully complied with the Diversion Requirement applicable to the project, the official shall give authorization for release of the building permit.
 - (2) **Good Faith Effort to Comply.** If the Enforcement Official determines that the Diversion Requirement has not been achieved, the Enforcement Official may determine on a case-by-case basis whether the Applicant has made a good faith effort to comply with the Diversion Requirement. In making this determination, the Enforcement Official shall consider the availability of markets for the C&D Debris landfilled, the size of the project, and the documented efforts of the Applicant to Divert C&D Debris. If the Enforcement Official determines that the Applicant has made a good faith effort to comply with the Diversion Requirement, the official shall authorize release of the building permit.
 - (3) **Noncompliance.** If the Enforcement Official determines that the Applicant has not made a good faith effort to comply with the Diversion Requirement, or if the Applicant fails to submit the documentation required by this chapter within the required time period for Construction as specified in the City of Orange Building Code, then the Enforcement Official shall notify the Applicant. The Applicant is subject to fines as established by resolution of the City Council and other enforcement as authorized. At such time as the Enforcement Official determines the Applicant has substantially complied with the Diversion Requirement, the official shall authorize release of the building permit.

8.31.060 Application for Exemption from Waste Management Plan.

- A. **Application.** If an Applicant for a Covered Project believes unique circumstances make it unfeasible to comply with the Diversion Requirements, the Applicant may apply for an exemption at the time the WMP is submitted as required under Section 8.31.030. The Applicant shall indicate on the WMP the maximum rate of Diversion believed feasible for each material and the specific circumstances that make it infeasible to comply with the Diversion Requirement.

- B. Meeting with Enforcement Official. The Enforcement Official shall review the information supplied by the Applicant and may meet with the Applicant to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Applicant the Enforcement Official shall determine whether it is possible for the Applicant to meet the Diversion Requirement.
- C. Granting of Exemption. If the Enforcement Official determines that it is infeasible for the Applicant to meet the Diversion Requirement due to unique circumstances, the Enforcement Official shall determine the maximum feasible Diversion rate for each material and shall indicate this rate on the WMP submitted by the Applicant. The Enforcement Official shall return a copy of the WMP to the Applicant marked "approved for exemption."
- D. Denial of Exemption. If the Enforcement Official determines that it is possible for the Applicant to meet the Diversion Requirement, the Enforcement Official shall so inform the Applicant in writing. The Applicant shall resubmit a WMP form in full compliance with Section 8.31.030. If the Applicant fails to resubmit the WMP, or if the resubmitted WMP does not comply with Section 8.31.030, the Enforcement Official shall deny the WMP.

8.31.070 Other Exemptions to Waste Management Plan

Except as otherwise required by the City in its sole discretion, no WMP shall be required for the following:

- A. Non-Covered Project.
- B. Roofing projects not involving the tear-off of the existing roof.
- C. Residential projects, other than roofing, not involving expansion of square footage of habitable space.
- D. Work for which only one of the following permits is required: plumbing, electrical, or mechanical permit.
- E. Seismic tie-down projects.
- F. Installation of prefabricated enclosures and covers where no foundation or other structural building modifications are required.
- G. Installation of prefabricated accessories such as signs or antennas where no structural building modifications are required.

8.31.080. Enforcement

Enforcement of this chapter shall be as provided in Section 8.28.030 of this title.

SECTION VI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause a summary of the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2021, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2021 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.29.

9/14/2021

File #: 21-0471

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Dan Adams, Chief of Police

1. SUBJECT

Authorize purchase of Faro Focus S150 crime and accident scene reconstruction laser scanner, training, and warranty from Znet Tech, LLC for the Police Department.

2. SUMMARY

Purchase of scanner, training, and warranty from Znet Tech, LLC, using General Services Administration (GSA) Contract No. GS-35F-135HA, for a total not to exceed amount of \$53,290.

3. RECOMMENDED ACTION

1. Approve the purchase of Faro Focus S150 crime and accident scene reconstruction laser scanner, training, and warranty from Znet Tech, LLC in an amount not to exceed \$53,290.
2. Authorize the appropriation of \$53,290 from Traffic Safety (350) unreserved fund balance to expenditure account number 350.4041.55131.00000, Traffic Safety - Equipment Additions.

4. FISCAL IMPACT

The total expenditure for this purchase is \$53,290 and will be funded through Traffic Safety (350).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- a: Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

The laser scanner allows the Police Department to document major traffic accidents and crime scenes by providing raw images that transform into three dimensional crime scenes. The images preserve crime scene evidence, capture accurate views to recreate crime scenes, provide quality evidence for successful prosecutions, and reduce the time required to document a scene. The reconstruction of crime scenes is critical and allows investigators to return to a virtual scene to evaluate evidence.

The department's current laser scanner, Focus 3D-X330, was purchased from FARO Technologies, Inc. in 2014 and has served as a valuable piece of equipment during major crime scenes. The scanner is utilized by the Major Accident Investigation Team (MAIT) to obtain exact measurements at traffic accidents and most recently during the mass shooting investigation.

The current laser scanner takes approximately twelve minutes to complete a scan at the manufacturer's recommended settings. The scan is only black and white, and requires approximately twenty scans, or four hours, for an average crime scene to properly capture all angles. Since the initial purchase of the current laser scanner, there have been numerous advancements in laser scanning technology and three dimensional imaging. An upgrade to the Focus S150 laser scanner would significantly reduce the time to complete a color scan to six minutes per scan, reducing the time spent for an average crime scene to two hours. Additionally, black and white scans have been reduced to two minutes per scan.

The department is proposing to upgrade the current laser scanner to the Focus S150 laser scanner which includes an additional battery, on-site training, and an extended warranty/customer care package that extends the manufacturer's one-year warranty to four years. The warranty will cover non-accidental repairs and annual calibrations for optimal performance. In addition, Znet Tech, LLC (Znet) will provide a trade-in credit for the current 3D-X330 laser scanner valued at \$5,000.

An upgrade to the Focus S150 laser scanner will include the following:

- Advanced sensor technologies for accuracy
- Scan group feature to identify rescanning of distant targets
- Ingress Protection Rating (IP54) and extended temperature range for use in wet weather conditions
- On-site compensation functionality to verify and adjust the focus
- On-site registration data capture that immediately transmits scan data wirelessly for real-time scan processing
- HDR photography with GPS

The manufacturer, FARO Technologies, Inc., no longer sells directly to customers. Znet is a certified government reseller of FARO Technologies, Inc. authorized to resell FARO products. Znet is headquartered in Bethesda, Maryland and is currently an authorized dealer awarded a GSA Contract No. GS-35F-135HA, offering "better-than" GSA pricing.

The total not to exceed amount of \$53,290 includes equipment, training, and warranty costs of \$49,457, and a 7.75% tax amount of \$3,833. An appropriation of \$53,290 from the Traffic Safety unreserved fund balance is necessary to cover the cost of the scanner, training, and warranty.

7. ATTACHMENTS

- Znet Quote 0824-OPDR3
- GSA Contract No. GS-35F-135HA



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7. ATTACHMENTS

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- GSA Contract No. GS-35F-135HA



**ZNET
TECH** LLC



Remit To:
ZNet Tech, LLC
PO BOX 213
Olney, MD 20830
301 200-4715 office
301 200-4716 fax

GSA Schedule

47OTCA18D003S

Ship To:

Orange Police Department (CA)

Address:

Jordan Uemura
1107 N Batavia St
Orange CA 92867-4615

Customer bill-to:

20418594

Quote
0824-OPDR3

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0824-OPDR3	Gary Block 202 262-8002 / garyl@znettech.com	25-Aug-21	6-8 weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499V5			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	LS-8-S-150	3D_HW_LS_Focus\$ 150 Laser Scanner Focus S 150 ships with: 1x Focus S 150, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.	Discount for trade in Serial # LLSO71406641		1 1	\$ 39,500.00 \$ (5,000.00)
	ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.			1	\$ 500.00
	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite Available only at point of FARO system sale. Customer Site Upgrade - three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.			1	\$ 5,203.00
	CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty			1	\$ 9,230.00
		ZNet Tech, LLC Small Business 47QTCA18D003S		SUBTOTAL		\$ 49,433.00
		Thank you for considering ZNet Tech, LLC..		S&H		\$ 24.00
				TOTAL		\$ 49,457.00



New Vendor Information Set-up:

ZNET TECH, LLC

PO BOX 213

Olney, MD 20830

(301) 200-4715 office

(301) 200-4716 FAX

202 262-8002 cell

Tax ID: 20-3728205

DUNS: 610551637

GSA Schedule: 47QTCA18D003S

POC: Gary Block

Title: President

garyb@znettech.com

www.znettech.com

FEDERAL SUPPLY SERVICE
MULTIPLE AWARD SCHEDULE (MAS)
AUTHORIZED MAS FEDERAL SUPPLY SCHEDULE PRICELIST INFORMATION TECHNOLOGY
SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAadvantage.gov.

SPECIAL ITEM NUMBER 33411 – PURCHASE OF NEW EQUIPMENT

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

FSC CLASS 5995 – CABLE, CORD, AND WIRE ASSEMBLIES

FSC CLASS 6015 – FIBER OPTIC CABLES

**SPECIAL ITEM NUMBER 54151 ECOM – ELECTRONIC COMMERCE AND
SUBSCRIPTION SERVICES**

FPDS Code D304

**SPECIAL ITEM NUMBER 325412 – CRIMINAL INVESTIGATIVE
EQUIPMENT AND SUPPLIES**

FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Znet Tech, LLC
4833 Rugby Ave., Suite 401
Bethesda, MD 20814
301-652-1600
www.znettech.com

Contract Number: 47QTCA18D003S/GS-35F-135HA
Period Covered by Contract: 11 Dec 2017 – 10 Dec 2022
Price list is current through: Mod PS-0017

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CUSTOMER INFORMATION:

1a. Table of awarded special item number(s): SIN 33411 – PURCHASE OF NEW EQUIPMENT
SIN 54151ECOM & 54151COMSTLOC
SIN 325412 – CRIMINAL INVESTIGATIVE EQUIPMENT

1b. Identification of the lowest priced model: SIN 33411 - USM-DC-5E8Q-01BK, \$.076
SIN 54151ECOM & 54151ECOMSTLOC -0001, \$33.95
SIN 325412 - BAS-8AXIS-V1-1M-R, \$39.09

2. Maximum order: SIN 33411 – \$500,00
SIN 54151 - \$500,000
SIN 325412 – \$250,000

3. Minimum order: \$100

4. Geographic coverage (delivery area): The 48 contiguous states, Alaska, Hawaii, Puerto Rico and the District of Columbia, the U.S. Territories.

5. Point(s) of production (city, county, and State or foreign country): Bethesda, MD

6. Statement of net price: Prices shown in this pricelist are net.

7. Quantity discounts: .5 % (One half of one percent) for single orders of \$50,000 or more.

8. Prompt payment terms:

SIN 33411 - 25% (one quarter of one percent) 10 days ARO
SIN 54151ECOM – 1%, NET 20 Days
SIN 325412 – 0% Net 30 Days

9a. Notification: Government purchase cards are accepted at or below the micro purchase threshold.

9b. Notification: Credit cards will be acceptable for payment above the micro-purchase threshold

10. Foreign items: Taiwan

11a. Time of delivery: Up to 30 days ARO

11b. Expedited Delivery: Contact Znet to discuss items that are available for accelerated delivery.

11c. Overnight and 2-day delivery: Overnight and 2-day deliveries are available on certain items with fee to be negotiated at time of order.

11d. Urgent Requirements: The Contractor will note the “Urgent Requirements” clause in its contract. Please contact us for details.

12. F.O.B. point: Destination

13a. Ordering Address: 4833 Rugby Ave., Suite 401, Bethesda, MD 20814

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es): 4833Rugby Ave., Suite 401,Bethesda, MD 20814

15. **Warranty provision:** 1 Year
16. **Export packing charges:** Not applicable
17. **Terms and conditions of Government purchase card acceptance:** Not applicable.
18. **Terms and conditions of rental, maintenance, and repair:** Not applicable
19. **Terms and conditions of installation:** Not applicable
20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:**
Not applicable
- 20a. **Terms and conditions for any other service:** Not applicable
21. **List of service and distribution points:** Not applicable
22. **List of participating dealers:** Not applicable
23. **Preventive maintenance:** Not applicable
- 24a. **Special attributes such as environmental attributes:** Not applicable
- 24b. **Section 508 compliance information is available:** On contractor's web site
25. **Data Universal Number System (DUNS) number:** 61-055-1637.
26. **Notification:** Contractor is registered and current in the SAM database.

PRODUCT PRICING

SIN	MANUFACTURER ITEM NUMBER	MFG. NAME	DESCRIPTION	GSA PRICE w/IFF
33411	XTS-D	VISIONEER	Xerox Duplex Travel Scanner - Sheetfed scanner - Duplex - 8.5 in x 32 in - 600 dpi - up to 100 scans per day - USB 2.0 - 8 sec. per page. TAA Compliant	\$116.00
33411	XDM47605M-WU/VP	VISIONEER	Xerox DocuMate 4760 w/ VRS Pro - Document scanner - Duplex - 80ppm/160ipm11.7 in x 38 in - 600 dpi - up to 60 ppm (mono) - ADF (150 sheets) - up to 5000 scans per day - USB 2.0. TAA Compliant	\$4,102.09
33411	XDM47605M-WU	VISIONEER	Xerox DocuMate 4760 - Document scanner - Duplex - 80ppm/160ipm11.7 in x 38 in - 600 dpi - up to 60 ppm (mono) - ADF (150 sheets) - up to 5000 scans per day - USB 2.0. TAA Compliant	\$3,240.28
33411	XDM5540-U	VISIONEER	Xerox DocuMate 5540 - Document scanner - Duplex - 8.5 in x 14 in - 600 dpi - up to 40 ppm (mono) - ADF (70 sheets) - up to 5000 scans per day - USB 2.0. TAA Compliant	\$1,284.35
33411	XDM4440I-U/VP	VISIONEER	Xerox DocuMate 4440 w/ VRS Pro - Document scanner - Duplex - 8.5 in x 38 in - 600 dpi - up to 40 ppm (mono) / up to 40 ppm (color) - ADF (50 sheets) - up to 5000 scans per day - USB 2.0 - with Kofax VRS Professional. TAA Compliant	\$969.25
33411	XDM4440I-U	VISIONEER	Xerox DocuMate 4440 - Document scanner - Duplex - Legal - 600 dpi - up to 40 ppm (mono) / up to 40 ppm (color) - ADF (50 sheets) - up to 5000 scans per day - USB 2.0. TAA Compliant	\$644.82

33411	XDM31255M-WU	VISIONEER	Xerox DocuMate 3125 - Document scanner - Duplex - 8.5 in x 38 in - 600 dpi - up to 40 ppm (mono) - ADF (50 pages) - up to 3000 scans per day - USB 2.0 - TAA Compliant	\$460.59
33411	P4301D-WU	VISIONEER	Visioneer Patriot 430 - Document scanner - Duplex - Legal - 600 dpi x 1200 dpi - up to 18 ppm (mono) - ADF (50 sheets) - USB 2.0 - TAA Compliant	\$453.65
33411	RW3G-WU	VISIONEER	Visioneer RoadWarrior 3g - Sheetfed scanner - 11 sec. per page - 8.5 in x 32 in - 600 dpi - up to 100 scans per day - USB 2.0 - TAA Compliant	\$146.76
33411	RW4D-U	VISIONEER	Visioneer RoadWarrior 4D - Sheetfed scanner - Duplex - 8 sec. per page - 8.5 in x 32 in - 600 dpi - up to 100 scans per day - USB 2.0 - TAA Compliant	\$138.82
33411	PD40-U	VISIONEER	Visioneer Patriot D40 - Document scanner - Duplex - 9.49 in x 117.99 in - 600 dpi - up to 60 ppm (mono) / up to 60 ppm (color) - ADF (80 sheets) - up to 6000 scans per day - USB 2.0 - TAA Compliant	\$484.86
33411	USM-DC-568P-01BK	USMILCOM	1' CAT6 PC BLACK W/BOOT 100701-BK	\$1.15
33411	USM-DC-568P-01BL	USMILCOM	1' CAT6 PC BLUE W/BOOT 100701-BL	\$1.15
33411	USM-DC-568P-01BL-10G	USMILCOM	1' CAT6A PC BLUE W/BOOT 10G	\$2.70
33411	USM-DC-568P-01BL-SH	USMILCOM	1' CAT6 PC BLUE W/BOOT SHIELDED 100801-B	\$2.67
33411	USM-DC-568P-01GN	USMILCOM	1' CAT6 PC GREEN W/BOOT 100701-GN	\$1.15
33411	USM-DC-568P-01GNNB	USMILCOM	1' CAT6 PC GREEN W/O BOOT	\$1.13
33411	USM-DC-568P-01GY	USMILCOM	1' CAT6 PC GRAY W/BOOT 100701-GY	\$1.15
33411	USM-DC-568P-01OR	USMILCOM	1' CAT6 PC ORANGE W/BOOT 100701-OR	\$1.15

33411	USM-DC-568P-01PU	USMILCOM	1' CAT6 PC PURPLE W/BOOT 100701-PU	\$1.15
33411	USM-DC-568P-01PUNB	USMILCOM	1' CAT6 PC PURPLE W/O BOOT 100101-PU	\$1.13
33411	USM-DC-568P-01RD	USMILCOM	1' CAT6 PC RED W/BOOT 100701-RD	\$1.15
33411	USM-DC-568P-01RD-SH	USMILCOM	1' CAT6 PC RED W/BOOT SHIELDED 100801-RD	\$2.67
33411	USM-DC-568P-01WH	USMILCOM	1' CAT6 PC WHITE W/BOOT 100701-WH	\$1.15
33411	USM-DC-568P-01YW	USMILCOM	1' CAT6 PC YELLOW W/BOOT 100701-YW	\$1.15
33411	USM-DC-568P-01YWNB	USMILCOM	1' CAT6 PC YELLOW W/O BOOT	\$1.13
33411	USM-DC-568P-02BK	USMILCOM	2' CAT6 PC BLACK W/BOOT 100702-BK	\$1.37
33411	USM-DC-568P-02BL	USMILCOM	2' CAT6 PC BLUE W/BOOT 100702-BL	\$1.37
33411	USM-DC-568P-02BLNB	USMILCOM	2' CAT6 PC BLUE W/O BOOT	\$1.44
33411	USM-DC-568P-02BL-SH	USMILCOM	2' CAT6 PC BLUE W/BOOT SHIELDED 100802-	\$3.16
33411	USM-DC-568P-02GN	USMILCOM	2' CAT6 PC GREEN W/BOOT 100702-GN	\$1.37
33411	USM-DC-568P-02GY	USMILCOM	2' CAT6 PC GRAY W/BOOT 100702-GY	\$1.37
33411	USM-DC-568P-02OR	USMILCOM	2' CAT6 PC ORANGE W/BOOT 100702-OR	\$1.37
33411	USM-DC-568P-02PU	USMILCOM	2' CAT6 PC PURPLE W/ BOOT 100702-PU	\$1.37
33411	USM-DC-568P-02PUNB	USMILCOM	2' CAT6 PC PURPLE W/O BOOT 100102-PU	\$1.44
33411	USM-DC-568P-02RD	USMILCOM	2' CAT6 PC RED W/BOOT 100702-RD	\$3.16
33411	USM-DC-568P-02RDNB	USMILCOM	2' CAT6 PC RED W/O BOOT 100102-RD	\$1.44
33411	USM-DC-568P-02RD-SH	USMILCOM	2' CAT6 PC RED W/BOOT SHIELDED 100802-R	\$3.16
33411	USM-DC-568P-02WH	USMILCOM	2' CAT6 PC WHITE W/BOOT 100702-WH	\$1.37
33411	USM-DC-568P-02YW	USMILCOM	2' CAT6 PC YELLOW W/BOOT 100702-YW	\$1.37

33411	USM-DC-568P-03BK	USMILCOM	3' CAT6 PC BLACK W/BOOT 100703-BK	\$1.61
33411	USM-DC-568P-03BKNB	USMILCOM	3' CAT6 PC BLACK 100103- BK	\$1.59
33411	USM-DC-568P-03BK-SH	USMILCOM	3' CAT6 PC BLACK W/BOOT SHIELDED 100803	\$3.65
33411	USM-DC-568P-03BL	USMILCOM	3' CAT6 PC BLUE W/BOOT 100703-BL	\$1.61
33411	USM-DC-568P-03BL-10G	USMILCOM	3' CAT6A PC BLUE W/BOOT 10G	\$3.58
33411	USM-DC-568P-03BL-SH	USMILCOM	3' CAT6 PC BLUE W/BOOT SHIELDED 100803-B	\$3.65
33411	USM-DC-568P-03GN	USMILCOM	3' CAT6 PC GREEN W/BOOT 100703-GN	\$1.61
33411	USM-DC-568P-03GNNB	USMILCOM	3' CAT6 PC GREEN W/O BOOT	\$1.59
33411	USM-DC-568P-03GN-SH	USMILCOM	3' CAT6 PC GREEN W/BOOT SHIELDED 100803-	\$3.65
33411	USM-DC-568P-03GY	USMILCOM	3' CAT6 PC GRAY W/BOOT 100703-GY	\$1.61
33411	USM-DC-568P-03GYNB	USMILCOM	3' CAT6 PC GRAY W/O BOOT	\$1.59
33411	USM-DC-568P-03OR	USMILCOM	3' CAT6 PC ORANGE W/BOOT 100703-OR	\$1.61
33411	USM-DC-568P-03PU	USMILCOM	3' CAT6 PC PURPLE W/BOOT 100703-PU	\$1.61
33411	USM-DC-568P-03PUNB	USMILCOM	3' CAT6 PC PURPLE W/O BOOT 100103-PU	\$1.59
33411	USM-DC-568P-03RD	USMILCOM	3' CAT6 PC RED W/BOOT 100703-RD	\$1.61
33411	USM-DC-568P-03RDNB	USMILCOM	3' CAT6 PC RED W/O BOOT 100103-RD	\$1.59
33411	USM-DC-568P-03RD-SH	USMILCOM	3' CAT6 PC RED W/BOOT SHIELDED 100803-RD	\$3.65
33411	USM-DC-568P-03WH	USMILCOM	3' CAT6 PC WHITE W/BOOT 100703-WH	\$1.61
33411	USM-DC-568P-03WH-SH	USMILCOM	3' CAT6 PC WHITE W/BOOT SHIELDED 100803	\$3.65
33411	USM-DC-568P-03YW	USMILCOM	3' CAT6 PC YELLOW W/BOOT 100703-YW	\$1.61

33411	USM-DC-568P-03YWNB	USMILCOM	3' CAT6 PC YELLOW W/O BOOT	\$1.59
33411	USM-DC-568P-03YW-SH	USMILCOM	3' CAT6 PC YELLOW W/BOOT SHIELDED 10080	\$3.65
33411	USM-DC-568P-04BK	USMILCOM	4' CAT6 PC BLACK W/BOOT 100700-BK	\$1.88
33411	USM-DC-568P-04BL	USMILCOM	4' CAT6 PC BLUE W/BOOT 100700-BL	\$1.88
33411	USM-DC-568P-04GN	USMILCOM	4' CAT6 PC GREEN W/BOOT	\$1.88
33411	USM-DC-568P-04GN-10G	USMILCOM	4' CAT6A PC GREEN W/BOOT 10G	\$4.02
33411	USM-DC-568P-04GYNB	USMILCOM	4' CAT6 PC GRAY W/O BOOT	\$1.86
33411	USM-DC-568P-04PU	USMILCOM	4' CAT6 PC PURPLE W/BOOT 100700-PU	\$1.88
33411	USM-DC-568P-04PUNB	USMILCOM	4' CAT6 PC PURPLE W/O BOOT 100104-PU	\$1.86
33411	USM-DC-568P-04RD	USMILCOM	4' CAT6 PC RED W/BOOT	\$1.88
33411	USM-DC-568P-04RDNB	USMILCOM	4' CAT6 PC RED W/O BOOT 100104-RD	\$1.86
33411	USM-DC-568P-04WH	USMILCOM	4' CAT6 PC WHITE W/BOOT 100704-WH	\$1.88
33411	USM-DC-568P-04YW	USMILCOM	4' CAT6 PC YELLOW W/BOOT	\$1.86
33411	USM-DC-568P-04YWNB	USMILCOM	4' CAT6 PC YELLOW W/O BOOT 100104-YW	\$1.86
33411	USM-DC-568P-05BK	USMILCOM	5' CAT6 PC BLACK W/BOOT 100704-BK	\$2.09
33411	USM-DC-568P-05BK-SH	USMILCOM	5' CAT6 PC BLACK W/BOOT SHIELDED 100804-	\$4.62
33411	USM-DC-568P-05BL	USMILCOM	5' CAT6 PC BLUE W/BOOT 100704-BL	\$2.09
33411	USM-DC-568P-05BL-10G	USMILCOM	5' CAT6A PC BLUE W/BOOT 10G	\$2.09
33411	USM-DC-568P-05BLNB	USMILCOM	5' CAT6 PC BLUE W/O BOOT 100105-BL	\$2.08
33411	USM-DC-568P-05BL-SH	USMILCOM	5' CAT6 PC BLUE W/BOOT SHIELDED 100804-B	\$4.46
33411	USM-DC-568P-05GN	USMILCOM	5' CAT6 PC GREEN W/BOOT 100704-GN	\$2.09

33411	USM-DC-568P-05GNNB	USMILCOM	5' CAT6 PC GREEN W/O BOOT	\$2.08
33411	USM-DC-568P-05GY	USMILCOM	5' CAT6 PC GRAY W/BOOT 100704-GY	\$2.09
33411	USM-DC-568P-05OR	USMILCOM	5' CAT6 PC ORANGE W/BOOT 100704-OR	\$2.09
33411	USM-DC-568P-05PU	USMILCOM	5' CAT6 PC PURPLE W/BOOT 100704-PU	\$2.09
33411	USM-DC-568P-05RD	USMILCOM	5' CAT6 PC RED W/BOOT 100704-RD	\$2.09
33411	USM-DC-568P-05RDNB	USMILCOM	5' CAT6 PC RED W/O BOOT 100105-RD	\$2.08
33411	USM-DC-568P-05RD-SH	USMILCOM	5' CAT6 PC RED W/BOOT SHIELDED 100804-RD	\$4.46
33411	USM-DC-568P-05WH	USMILCOM	5' CAT6 PC WHITE W/BOOT 100704-WH	\$2.09
33411	USM-DC-568P-05WH-SH	USMILCOM	5' CAT6 PC WHITE W/BOOT SHIELDED 100804-	\$4.46
33411	USM-DC-568P-05YW	USMILCOM	5' CAT6 PC YELLOW W/BOOT 100704-YW	\$2.09
33411	USM-DC-568P-05YWNB	USMILCOM	5' CAT6 PC YELLOW W/O BOOT	\$2.08
33411	USM-DC-568P-06BK	USMILCOM	6' CAT6 PC BLACK W/BOOT 100713-BK	\$2.33
33411	USM-DC-568P-06BK-SH	USMILCOM	6' CAT6 PC BLACK W/BOOT 100713-BK-SH	\$5.13
33411	USM-DC-568P-06BL	USMILCOM	6' CAT6 PC BLUE W/BOOT 100713-BL	\$2.33
33411	USM-DC-568P-06BLNB	USMILCOM	6' CAT6 PC BLUE W/O BOOT 100106-RD	\$2.32
33411	USM-DC-568P-06GN	USMILCOM	6' CAT6 PC GREEN W/BOOT 100713-GN	\$2.33
33411	USM-DC-568P-06GN-SH	USMILCOM	6' CAT6 PC GREEN W/BOOT 100713-GN-SH SHI	\$5.13
33411	USM-DC-568P-06GY	USMILCOM	6' CAT6 PC GREY W/BOOT 100713-GY	\$2.33
33411	USM-DC-568P-06GYNB	USMILCOM	6' CAT6 GRAY W/O BOOT	\$2.32
33411	USM-DC-568P-06RDNB	USMILCOM	6' CAT6 PC RED W/O BOOT 100106-RD	\$2.32
33411	USM-DC-568P-06WH	USMILCOM	6' CAT6 PC WHITE W/BOOT 100713-WH	\$2.33

33411	USM-DC-568P-06WHNB	USMILCOM	6' CAT6 WHITE W/O BOOT	\$2.32
33411	USM-DC-568P-06YW	USMILCOM	6' CAT6 PC YELLOW W/O BOOT 100106-YW	\$2.32
33411	USM-DC-568P-07BK	USMILCOM	7' CAT6 PC BLACK W/BOOT 100705-BK	\$2.55
33411	USM-DC-568P-07BKNB	USMILCOM	7' CAT6 PC BLACK 100107-BK	\$2.53
33411	USM-DC-568P-07BK-SH	USMILCOM	7' CAT6 PC BLACK W/BOOT SHIELDED	\$5.62
33411	USM-DC-568P-07BL	USMILCOM	7' CAT6 PC BLUE W/BOOT 100705-BL	\$2.55
33411	USM-DC-568P-07BL-10G	USMILCOM	7' CAT6A PC BLUE W/BOOT 10G	\$5.33
33411	USM-DC-568P-07BLNB	USMILCOM	7' CAT6 PC BLUE W/O BOOT	\$2.53
33411	USM-DC-568P-07BL-SH	USMILCOM	7' CAT6 PC BLUE W/BOOT SHIELDED 100805-B	\$5.62
33411	USM-DC-568P-07GN	USMILCOM	7' CAT6 PC GREEN W/BOOT 100705-GN	\$2.55
33411	USM-DC-568P-07GN-10G	USMILCOM	7' CAT6A PC GREEN W/BOOT 10G	\$2.55
33411	USM-DC-568P-07GNNB	USMILCOM	7' CAT6 PC GREEN W/O BOOT	\$2.53
33411	USM-DC-568P-07GN-SH	USMILCOM	7' CAT6 PC GREEN W/BOOT SHIELDED	\$2.53
33411	USM-DC-568P-07GY	USMILCOM	7' CAT6 PC GRAY W/BOOT 100705-GY	\$2.55
33411	USM-DC-568P-07GY-SH	USMILCOM	7' CAT6 PC GRAY W/BOOT SHIELDED	\$5.62
33411	USM-DC-568P-07OR	USMILCOM	7' CAT6 PC ORANGE W/ BOOT 100705-OR	\$2.55
33411	USM-DC-568P-07OR-SH	USMILCOM	7' CAT6 PC ORANGE W/BOOT SHIELDED	\$5.62
33411	USM-DC-568P-07PU	USMILCOM	7' CAT6 PC PURPLE W/BOOT 100705-PU	\$2.55
33411	USM-DC-568P-07PU-SH	USMILCOM	7' CAT6 PC PURPLE W/BOOT SHIELDED	\$5.62
33411	USM-DC-568P-07RD	USMILCOM	7' CAT6 PC RED W/BOOT 100705-RD	\$2.55
33411	USM-DC-568P-07RDNB	USMILCOM	7' CAT6 PC RED W/O BOOT 100107-RD	\$2.53
33411	USM-DC-568P-07RD-SH	USMILCOM	7' CAT6 PC RED W/BOOT SHIELDED 100805-RD	\$5.62

33411	USM-DC-568P-07WH	USMILCOM	7' CAT6 PC WHITE W/BOOT 100705-WH	\$2.55
33411	USM-DC-568P-07WH-SH	USMILCOM	7' CAT6 PC WHITE W/BOOT SHIELDED 100805-	\$5.62
33411	USM-DC-568P-07YW	USMILCOM	7' CAT6 PC YELLOW W/BOOT 100705-YW	\$2.55
33411	USM-DC-568P-07YWNB	USMILCOM	7' CAT6 PC YELLOW W/O BOOT	\$2.53
33411	USM-DC-568P-07YW-SH	USMILCOM	7' CAT6 PC YELLOW W/BOOT SHIELDED 100805	\$5.62
33411	USM-DC-568P-100BK	USMILCOM	100' CAT6 PC BLACK W/BOOT	\$24.64
33411	USM-DC-568P-100BL	USMILCOM	100' CAT6 PC BLUE W/BOOT 100711-BL	\$24.64
33411	USM-DC-568P-100OR	USMILCOM	100' CAT6 PC ORANGE W/BOOT	\$24.64
33411	USM-DC-568P-100YW	USMILCOM	100' CAT6 PC YELLOW W/BOOT	\$24.64
33411	USM-DC-568P-10BK	USMILCOM	10' CAT6 PC BLACK W/BOOT 100706-BK	\$3.27
33411	USM-DC-568P-10BKNB	USMILCOM	10' CAT6 PC BLACK W/O BOOT	\$3.26
33411	USM-DC-568P-10BK-SH	USMILCOM	10' CAT6 PC BLACK W/BOOT SHIELDED 100806	\$7.18
33411	USM-DC-568P-10BL	USMILCOM	10' CAT6 PC BLUE W/BOOT 100706-BL	\$3.27
33411	USM-DC-568P-10BL-10G	USMILCOM	10' CAT6A PC BLUE W/BOOT 10G	\$6.74
33411	USM-DC-568P-10BLNB	USMILCOM	10' CAT6 PC BLUE W/O BOOT	\$3.26
33411	USM-DC-568P-10BL-SH	USMILCOM	10' CAT6 PC BLUE W/BOOT SHIELDED 100806-	\$7.18
33411	USM-DC-568P-10GN	USMILCOM	10' CAT6 PC GREEN W/BOOT 100706-GN	\$3.27
33411	USM-DC-568P-10GN-10G	USMILCOM	10' CAT6A PC GREEN W/BOOT 10G	\$3.27
33411	USM-DC-568P-10GNNB	USMILCOM	10' CAT6 PC GREEN W/O BOOT	\$3.26
33411	USM-DC-568P-10GN-SH	USMILCOM	10' CAT6 PC GREEN W/BOOT SHIELDED 100806	\$7.18
33411	USM-DC-568P-10GY	USMILCOM	10' CAT6 PC GRAY W/BOOT 100706-GY	\$3.27

33411	USM-DC-568P-10GYNB	USMILCOM	10' CAT6 PC GRAY W/O BOOT	\$3.26
33411	USM-DC-568P-10GY-SH	USMILCOM	10' CAT6 PC GRAY W/BOOT SHIELDED	\$7.18
33411	USM-DC-568P-10OR	USMILCOM	10' CAT6 PC ORANGE W/BOOT 100706-OR	\$3.27
33411	USM-DC-568P-10OR-SH	USMILCOM	10' CAT6 PC ORANGE W/BOOT SHIELDED	\$7.18
33411	USM-DC-568P-10PU	USMILCOM	10' CAT6 PC PURPLE W/BOOT 100706-PU	\$3.27
33411	USM-DC-568P-10PU-SH	USMILCOM	10' CAT6 PC PURPLE W/BOOT SHIELDED	\$7.18
33411	USM-DC-568P-10RD	USMILCOM	10' CAT6 PC RED W/BOOT 100706-RD	\$3.27
33411	USM-DC-568P-10RDNB	USMILCOM	10' CAT6 PC RED W/O BOOT	\$3.26
33411	USM-DC-568P-10RD-SH	USMILCOM	10' CAT6 PC RED W/BOOT SHIELDED 100806-R	\$7.18
33411	USM-DC-568P-10WH	USMILCOM	10' CAT6 PC WHITE W/BOOT 100706-WH	\$3.27
33411	USM-DC-568P-10WH-10G	USMILCOM	10' CAT6A PC WHITE W/BOOT 10G	\$6.74
33411	USM-DC-568P-10WHNB	USMILCOM	10' CAT6 PC WHITE W/O BOOT	\$3.26
33411	USM-DC-568P-10WH-SH	USMILCOM	10' CAT6 PC WHITE W/BOOT SHIELDED 100806	\$7.18
33411	USM-DC-568P-10YW	USMILCOM	10' CAT6 PC YELLOW W/BOOT 100706-YW	\$3.27
33411	USM-DC-568P-10YWNB	USMILCOM	10' CAT6 PC YELLOW W/O BOOT	\$3.26
33411	USM-DC-568P-10YW-SH	USMILCOM	10' CAT6 PC YELLOW W/BOOT SHIELDED 10080	\$7.18
33411	USM-DC-568P-12BL	USMILCOM	12' CAT6 PC BLUE W/BOOT 100703-BL	\$3.48
33411	USM-DC-568P-150OR	USMILCOM	150' CAT6 PC ORANGE W/BOOT 100713-OR	\$36.55
33411	USM-DC-568P-15BK	USMILCOM	15' CAT6 PC BLACK W/BOOT 100707-BK	\$4.46
33411	USM-DC-568P-15BK-SH	USMILCOM	15' CAT6 PC BLACK W/BOOT SHIELDED 100807	\$9.57
33411	USM-DC-568P-15BL	USMILCOM	15' CAT6 PC BLUE W/BOOT 100707-BL	\$4.46

33411	USM-DC-568P-15BL-10G	USMILCOM	15' CAT6A PC BLUE W/BOOT 10G	\$8.88
33411	USM-DC-568P-15BLNB	USMILCOM	15' CAT6 PC BLUE W/O BOOT	\$4.44
33411	USM-DC-568P-15BL-SH	USMILCOM	15' CAT6 PC BLUE W/BOOT SHIELDED 100807-	\$9.57
33411	USM-DC-568P-15GN	USMILCOM	15' CAT6 PC GREEN W/BOOT 100707-GN	\$4.46
33411	USM-DC-568P-15GNNB	USMILCOM	15' CAT6 PC GREEN W/O BOOT	\$4.44
33411	USM-DC-568P-15GN-SH	USMILCOM	15' CAT6 PC GREEN W/BOOT SHIELDED	\$9.57
33411	USM-DC-568P-15GY	USMILCOM	15' CAT6 PC GRAY W/BOOT 100707-GY	\$4.46
33411	USM-DC-568P-15GYNB	USMILCOM	15' CAT6 PC GREY W/O BOOT	\$4.44
33411	USM-DC-568P-15OR	USMILCOM	15' CAT6 PC ORANGE W/BOOT 100707-OR	\$4.46
33411	USM-DC-568P-15PU	USMILCOM	15' CAT6 PC PURPLE W/BOOT 100707-PU	\$4.46
33411	USM-DC-568P-15RD	USMILCOM	15' CAT6 PC RED W/BOOT 100707-RD	\$4.44
33411	USM-DC-568P-15RD-SH	USMILCOM	15' CAT6 PC RED W/BOOT SHIELDED 100807-R	\$9.57
33411	USM-DC-568P-15WH	USMILCOM	15' CAT6 PC WHITE W/BOOT 100707-WH	\$4.46
33411	USM-DC-568P-15WH-SH	USMILCOM	15' CAT6 PC WHITE W/BOOT SHIELDED 100807	\$9.57
33411	USM-DC-568P-15YW	USMILCOM	15' CAT6 PC YELLOW W/BOOT 100707-YW	\$4.46
33411	USM-DC-568P-15YWNB	USMILCOM	15' CAT6 PC YELLOW W/O BOOT	\$4.44
33411	USM-DC-568P-15YW-SH	USMILCOM	15' CAT6 PC YELLOW W/BOOT SHIELDED 10080	\$9.57
33411	USM-DC-568P-20BK	USMILCOM	20' CAT6 PC BLACK W/BOOT	\$5.66
33411	USM-DC-568P-20BKNB	USMILCOM	20' CAT6 PC BLACK W/O BOOT	\$5.64
33411	USM-DC-568P-20BK-SH	USMILCOM	20' CAT6 PC BLACK W/BOOT SHIELDED	\$12.04
33411	USM-DC-568P-20BL	USMILCOM	20' CAT6 PC BLUE W/BOOT 100714-BL	\$5.66

33411	USM-DC-568P-20BLNB	USMILCOM	20' CAT6 PC BLUE W/O BOOT	\$5.64
33411	USM-DC-568P-20GN	USMILCOM	20' CAT6 PC GREEN W/BOOT 100714-GN	\$5.66
33411	USM-DC-568P-20GN-10G	USMILCOM	20' CAT6A PC GREEN W/BOOT 10G	\$11.09
33411	USM-DC-568P-20GY	USMILCOM	20' CAT6 PC GRAY W/BOOT 100714-GY	\$5.66
33411	USM-DC-568P-20OR	USMILCOM	20' CAT6 PC ORANGE W/BOOT 100706-OR	\$5.64
33411	USM-DC-568P-20PUNB	USMILCOM	20' CAT6 PC PURPLE W/O BOOT 100110-PU	\$5.64
33411	USM-DC-568P-20PU-SH	USMILCOM	20' CAT6 PC PURPLE W/BOOT SHIELDED	\$12.04
33411	USM-DC-568P-20RD	USMILCOM	20' CAT6 PC RED W/BOOT 100714-RD	\$5.66
33411	USM-DC-568P-20RDNB	USMILCOM	20' CAT6 PC RED W/O BOOT	\$5.64
33411	USM-DC-568P-20WH	USMILCOM	20' CAT6 PC WHITE W/BOOT 100714-WH	\$5.66
33411	USM-DC-568P-20WHNB	USMILCOM	20' CAT6 PC WHITE W/O BOOT	\$5.64
33411	USM-DC-568P-20YW	USMILCOM	20' CAT6 PC YELLOW W/BOOT 100714-YW	\$5.66
33411	USM-DC-568P-25BK	USMILCOM	25' CAT6 PC BLACK W/BOOT 100708-BK	\$6.84
33411	USM-DC-568P-25BK-SH	USMILCOM	25' CAT6 PC BLACK W/BOOT SHIELDED 10080	\$14.50
33411	USM-DC-568P-25BL	USMILCOM	25' CAT6 PC BLUE W/BOOT 100708-BL	\$6.84
33411	USM-DC-568P-25BL-SH	USMILCOM	25' CAT6 PC BLUE W/BOOT SHIELDED 100808-	\$14.50
33411	USM-DC-568P-25GN	USMILCOM	25' CAT6 PC GREEN W/BOOT 100708-GN	\$6.84
33411	USM-DC-568P-25GY	USMILCOM	25' CAT6 PC GRAY W/BOOT 100708-GY	\$6.84
33411	USM-DC-568P-25OR	USMILCOM	25' CAT6 PC ORANGE W/BOOT 100708-OR	\$6.84
33411	USM-DC-568P-25PU	USMILCOM	25' CAT6 PC PURPLE W/BOOT 100708-PU	\$6.84
33411	USM-DC-568P-25RD	USMILCOM	25' CAT6 PC RED W/BOOT 100708-RD	\$6.84

33411	USM-DC-568P-25RD-SH	USMILCOM	25' CAT6 PC RED W/BOOT SHIELED 100808-R	\$14.50
33411	USM-DC-568P-25WH	USMILCOM	25' CAT6 PC WHITE W/BOOT 100708-WH	\$6.84
33411	USM-DC-568P-25WH-SH	USMILCOM	25' CAT6 PC WHITE W/BOOT SHIELED 100808	\$14.50
33411	USM-DC-568P-25YW	USMILCOM	25' CAT6 PC YELLOW W/BOOT 100708-YW	\$6.84
33411	USM-DC-568P-25YW-SH	USMILCOM	25' CAT6 PC YELLOW W/BOOT SHIELED	\$14.50
33411	USM-DC-568P-30BK	USMILCOM	30' CAT6 PC BLACK W/BOOT	\$7.61
33411	USM-DC-568P-30BL	USMILCOM	30' CAT6 PC BLUE W/BOOT	\$7.61
33411	USM-DC-568P-30YW	USMILCOM	30' CAT6 PC YELLOW W/BOOT	\$7.61
33411	USM-DC-568P-35BL	USMILCOM	35' CAT6 PC BLUE W/BOOT	\$9.42
33411	USM-DC-568P-35GN	USMILCOM	35' CAT6 PC GREEN W/BOOT	\$9.42
33411	USM-DC-568P-35RD	USMILCOM	35' CAT6 PC RED W/BOOT	\$9.42
33411	USM-DC-568P-35YW	USMILCOM	35' CAT6 PC YELLOW W/BOOT	\$9.42
33411	USM-DC-568P-40BK	USMILCOM	40' CAT6 PC BLACK W/BOOT	\$11.10
33411	USM-DC-568P-40BL	USMILCOM	40' CAT6 PC BLUE W/BOOT	\$11.10
33411	USM-DC-568P-40YW	USMILCOM	40' CAT6 PC YELLOW W/BOOT	\$11.10
33411	USM-DC-568P-45BL	USMILCOM	45' CAT6 PC BLUE W/BOOT	\$11.10
33411	USM-DC-568P-45YW	USMILCOM	45' CAT6 PC YELLOW W/BOOT	\$11.10
33411	USM-DC-568P-50BK	USMILCOM	50' CAT6 PC BLACK W/BOOT 100709-BK	\$12.78
33411	USM-DC-568P-50BL	USMILCOM	50' CAT6 PC BLUE W/BOOT 100709-BL	\$12.78
33411	USM-DC-568P-50BL-SH	USMILCOM	50' CAT6 PC BLUE W/BOOT SHIELED 100809-	\$27.36
33411	USM-DC-568P-50GN	USMILCOM	50' CAT6 PC GREEN W/BOOT 100709-GN	\$12.78
33411	USM-DC-568P-50GY	USMILCOM	50' CAT6 PC GRAY W/BOOT 100709-GY	\$12.78

33411	USM-DC-568P-50OR	USMILCOM	50' CAT6 PC ORANGE W/BOOT	\$12.78
33411	USM-DC-568P-50RD	USMILCOM	50' CAT6 PC RED W/BOOT 100709-RD	\$12.78
33411	USM-DC-568P-50RD-SH	USMILCOM	50' CAT6 PC RED W/BOOT SHIELDED 100809-R	\$27.36
33411	USM-DC-568P-50WH	USMILCOM	50' CAT6 PC WHITE W/BOOT 100709-WH	\$12.78
33411	USM-DC-568P-50YW	USMILCOM	50' CAT6 PC YELLOW W/BOOT 100709-YW	\$12.78
33411	USM-DC-568P-75BK	USMILCOM	75' CAT6 PC BLACK W/BOOT	\$18.73
33411	USM-DC-568P-75BL	USMILCOM	75' CAT6 PC BLUE W/BOOT	\$18.73
33411	USM-DC-568P-75RD-SH	USMILCOM	75' CAT6 PC RED W/BOOT SHIELDED 100810-R	\$40.71
33411	USM-DC-5E8Q-01BK	USMILCOM	1' CAT5E PC BLACK GIGABIT 100401-BK	\$0.76
33411	USM-DC-5E8Q-01BKMB	USMILCOM	1' CAT5E PC BLACK GIGABIT W/BOOT 100501	\$0.78
33411	USM-DC-5E8Q-01BL	USMILCOM	1' CAT5E PC BLUE GIGABIT 100401-BL	\$0.76
33411	USM-DC-5E8Q-01BLMB	USMILCOM	1' CAT5E PC BLUE GIGABIT W/BOOT 100501-B	\$0.78
33411	USM-DC-5E8Q-01BL-SH	USMILCOM	1' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$1.30
33411	USM-DC-5E8Q-01GN	USMILCOM	1' CAT5E PC GREEN GIGABIT 100401-GN	\$0.76
33411	USM-DC-5E8Q-01GNMB	USMILCOM	1' CAT5E PC GREEN GIGABIT W/BOOT 100501	\$0.78
33411	USM-DC-5E8Q-01GN-SH	USMILCOM	1' CAT5E PC GREEN GIGABIT W/BOOT SHIELDE	\$1.30
33411	USM-DC-5E8Q-01OR	USMILCOM	1' CAT5E PC ORANGE GIGABIT 100401-OR	\$0.76
33411	USM-DC-5E8Q-01ORMB	USMILCOM	1' CAT5E PC ORANGE GIGABIT W/BOOT 10050	\$0.78
33411	USM-DC-5E8Q-01PUMB	USMILCOM	1' CAT5E PC PURPLE GIGABIT W/BOOT	\$0.78

33411	USM-DC-5E8Q-01RD	USMILCOM	1' CAT5E PC RED GIGABIT 100401-RD	\$0.76
33411	USM-DC-5E8Q-01RDMB	USMILCOM	1' CAT5E PC RED GIGABIT W/BOOT 100501-RD	\$0.78
33411	USM-DC-5E8Q-01RD-SH	USMILCOM	1' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$1.30
33411	USM-DC-5E8Q-01WH	USMILCOM	1' CAT5E PC WHITE GIGABIT 100401-WH	\$0.76
33411	USM-DC-5E8Q-01WHMB	USMILCOM	1' CAT5E PC WHITE GIGABIT W/BOOT 100501	\$0.78
33411	USM-DC-5E8Q-01YW	USMILCOM	1' CAT5E PC YELLOW GIGABIT 100401-YW	\$0.76
33411	USM-DC-5E8Q-01YWMB	USMILCOM	1' CAT5E PC YELLOW GIGABIT W/BOOT 10050	\$0.78
33411	USM-DC-5E8Q-02BK	USMILCOM	2' CAT5E PC BLACK GIGABIT 100413-BK	\$0.93
33411	USM-DC-5E8Q-02BKMB	USMILCOM	2' CAT5E PC BLACK GIGABIT W/BOOT 100502-	\$0.95
33411	USM-DC-5E8Q-02BL	USMILCOM	2' CAT5E PC BLUE GIGABIT 100413-BL	\$0.93
33411	USM-DC-5E8Q-02BLMB	USMILCOM	2' CAT5E PC BLUE GIGABIT W/BOOT 100502-B	\$0.95
33411	USM-DC-5E8Q-02BL-SH	USMILCOM	2' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$1.47
33411	USM-DC-5E8Q-02GN	USMILCOM	2' CAT5E PC GREEN GIGABIT 100413-GN	\$0.93
33411	USM-DC-5E8Q-02GNMB	USMILCOM	2' CAT5E PC GREEN GIGABIT W/BOOT 100502	\$0.95
33411	USM-DC-5E8Q-02RD	USMILCOM	2' CAT5E PC RED GIGABIT 100413-RD	\$0.93
33411	USM-DC-5E8Q-02RDMB	USMILCOM	2' CAT5E PC RED GIGABIT W/BOOT 100502-RD	\$0.95
33411	USM-DC-5E8Q-02RD-SH	USMILCOM	2' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$1.47
33411	USM-DC-5E8Q-02WH	USMILCOM	2' CAT5E PC WHITE GIGABIT 100413-WH	\$0.93

33411	USM-DC-5E8Q-02WHMB	USMILCOM	2' CAT5E PC WHITE GIGABIT W/BOOT 100502	\$0.95
33411	USM-DC-5E8Q-02YW	USMILCOM	2' CAT5E PC YELLOW GIGABIT 100413-YW	\$0.93
33411	USM-DC-5E8Q-02YWMB	USMILCOM	2' CAT5E PC YELLOW GIGABIT W/BOOT 100502	\$0.95
33411	USM-DC-5E8Q-03BK	USMILCOM	3' CAT5E PC BLACK GIGABIT 100402-BK	\$1.13
33411	USM-DC-5E8Q-03BKMB	USMILCOM	3' CAT5E PC BLACK GIGABIT W/BOOT 100503-	\$1.15
33411	USM-DC-5E8Q-03BK-SH	USMILCOM	3' CAT5E PC BLACK GIGABIT W/BOOT SHIELDE	\$1.72
33411	USM-DC-5E8Q-03BL	USMILCOM	3' CAT5E PC BLUE GIGABIT 100402-BL	\$1.13
33411	USM-DC-5E8Q-03BLMB	USMILCOM	3' CAT5E PC BLUE GIGABIT W/BOOT 100503-B	\$1.15
33411	USM-DC-5E8Q-03BL-SH	USMILCOM	3' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$1.72
33411	USM-DC-5E8Q-03GN	USMILCOM	3' CAT5E PC GREEN GIGABIT 100402-GN	\$1.15
33411	USM-DC-5E8Q-03GNMB	USMILCOM	3' CAT5E PC GREEN GIGABIT W/BOOT 100503	\$1.15
33411	USM-DC-5E8Q-03GN-SH	USMILCOM	3' CAT5E PC GREEN GIGABIT W/BOOT SHIELDE	\$1.72
33411	USM-DC-5E8Q-03GY	USMILCOM	3' CAT5E PC GRAY GIGABIT 100402-GY	\$1.13
33411	USM-DC-5E8Q-03GYMB	USMILCOM	3' CAT5E PC GRAY GIGABIT W/BOOT 100503-G	\$1.15
33411	USM-DC-5E8Q-03OR	USMILCOM	3' CAT5E PC ORANGE GIGABIT 100402-OR	\$1.13
33411	USM-DC-5E8Q-03ORMB	USMILCOM	3' CAT5E PC ORANGE GIGABIT W/BOOT 10050	\$1.15
33411	USM-DC-5E8Q-03PU	USMILCOM	3' CAT5E PC PURPLE GIGABIT 100402-PU	\$1.13
33411	USM-DC-5E8Q-03RD	USMILCOM	3' CAT5E PC RED GIGABIT 100402-RD	\$1.13

33411	USM-DC-5E8Q-03RDMB	USMILCOM	3' CAT5E PC RED GIGABIT W/BOOT 100503-R	\$1.15
33411	USM-DC-5E8Q-03RD-SH	USMILCOM	3' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$1.72
33411	USM-DC-5E8Q-03WH	USMILCOM	3' CAT5E PC WHITE GIGABIT 100402-WH	\$1.13
33411	USM-DC-5E8Q-03WHMB	USMILCOM	3' CAT5E PC WHITE GIGABIT W/BOOT 100503	\$1.15
33411	USM-DC-5E8Q-03YW	USMILCOM	3' CAT5E PC YELLOW GIGABIT 100402-YW	\$1.13
33411	USM-DC-5E8Q-03YWMB	USMILCOM	3' CAT5E PC YELLOW GIGABIT W/BOOT 100503	\$1.15
33411	USM-DC-5E8Q-04BK	USMILCOM	4' CAT5E PC BLACK GIGABIT 100400-BK	\$1.34
33411	USM-DC-5E8Q-04BK0MB	USMILCOM	4' CAT5E PC BLACK GIGABIT W/BOOT 100500	\$1.35
33411	USM-DC-5E8Q-04BL	USMILCOM	4' CAT5E PC BLUE GIGABIT 100400-BL	\$1.34
33411	USM-DC-5E8Q-04BLMB	USMILCOM	4' CAT5E PC BLUE GIGABIT W/BOOT 100500-	\$1.35
33411	USM-DC-5E8Q-04GN	USMILCOM	4' CAT5E PC GREEN GIGABIT 100400-GN	\$1.34
33411	USM-DC-5E8Q-04GNMB	USMILCOM	4' CAT5E PC GREEN GIGABIT W/BOOT 100500	\$1.35
33411	USM-DC-5E8Q-04GYMB	USMILCOM	4' CAT5E PC GRAY GIGABIT W/BOOT 100500-G	\$1.35
33411	USM-DC-5E8Q-04RD	USMILCOM	4' CAT5E PC RED GIGABIT 100400-RD	\$1.34
33411	USM-DC-5E8Q-04RDMB	USMILCOM	4' CAT5E PC RED GIGABIT W/BOOT 100500-R	\$1.35
33411	USM-DC-5E8Q-04WH	USMILCOM	4' CAT5E PC WHITE GIGABIT 100400-WH	\$1.34
33411	USM-DC-5E8Q-04WHMB	USMILCOM	4' CAT5E PC WHITE GIGABIT W/BOOT 100500	\$1.35
33411	USM-DC-5E8Q-04YW	USMILCOM	4' CAT5E PC YELLOW GIGABIT 100400-YW	\$1.34

33411	USM-DC-5E8Q-04YWMB	USMILCOM	4' CAT5E PC YELLOW GIGABIT W/ BOOT 10050	\$1.35
33411	USM-DC-5E8Q-05BK	USMILCOM	5' CAT5E PC BLACK GIGABIT 100403-BK	\$1.49
33411	USM-DC-5E8Q-05BKMB	USMILCOM	5' CAT5E PC BLACK GIGABIT W/BOOT 100504	\$1.51
33411	USM-DC-5E8Q-05BK-SH	USMILCOM	5' CAT5E PC BLACK GIGABIT W/BOOT SHIELDE	\$2.16
33411	USM-DC-5E8Q-05BL	USMILCOM	5' CAT5E PC BLUE GIGABIT 100403-BL	\$1.49
33411	USM-DC-5E8Q-05BLMB	USMILCOM	5' CAT5E PC BLUE GIGABIT W/BOOT 100504-	\$1.51
33411	USM-DC-5E8Q-05BL-SH	USMILCOM	5' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$2.16
33411	USM-DC-5E8Q-05GN	USMILCOM	5' CAT5E PC GREEN GIGABIT 100403-GN	\$1.49
33411	USM-DC-5E8Q-05GNMB	USMILCOM	5' CAT5E PC GREEN GIGABIT W/BOOT 100504	\$1.51
33411	USM-DC-5E8Q-05GN-SH	USMILCOM	5' CAT5E PC GREEN GIGABIT W/BOOT SHIELDE	\$2.16
33411	USM-DC-5E8Q-05GY	USMILCOM	5' CAT5E PC GRAY GIGABIT 100403-GY	\$1.49
33411	USM-DC-5E8Q-05GYMB	USMILCOM	5' CAT5E PC GRAY GIGABIT W/BOOT 100504-G	\$1.51
33411	USM-DC-5E8Q-05OR	USMILCOM	5' CAT5E PC ORANGE GIGABIT 100403-OR	\$1.49
33411	USM-DC-5E8Q-05ORMB	USMILCOM	5' CAT5E PC ORANGE GIGABIT W/BOOT 10050	\$1.51
33411	USM-DC-5E8Q-05PU	USMILCOM	5' CAT5E PC PURPLE GIGABIT 100403-PU	\$1.49
33411	USM-DC-5E8Q-05PUMB	USMILCOM	5' CAT5E PC PURPLE GIGABIT W/BOOT	\$1.51
33411	USM-DC-5E8Q-05RD	USMILCOM	5' CAT5E PC RED GIGABIT 100403-RD	\$1.49
33411	USM-DC-5E8Q-05RDMB	USMILCOM	5' CAT5E PC RED GIGABIT W/BOOT 100504-R	\$1.51

33411	USM-DC-5E8Q-05RD-SH	USMILCOM	5' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$2.16
33411	USM-DC-5E8Q-05WH	USMILCOM	5' CAT5E PC WHITE GIGABIT 100403-WH	\$1.49
33411	USM-DC-5E8Q-05WHMB	USMILCOM	5' CAT5E PC WHITE GIGABIT W/BOOT 100504	\$1.51
33411	USM-DC-5E8Q-05YW	USMILCOM	5' CAT5E PC YELLOW GIGABIT 100403-YW	\$1.49
33411	USM-DC-5E8Q-05YWMB	USMILCOM	5' CAT5E PC YELLOW GIGABIT W/BOOT 10050	\$1.51
33411	USM-DC-5E8Q-06BK	USMILCOM	6' CAT5E PC BLACK GIGABIT 100414-BK	\$1.69
33411	USM-DC-5E8Q-06BKMB	USMILCOM	6' CAT5E PC BLACK GIGABIT W/BOOT 100513	\$1.71
33411	USM-DC-5E8Q-06BL	USMILCOM	6' CAT5E PC BLUE GIGABIT 100414-BL	\$1.69
33411	USM-DC-5E8Q-06BLMB	USMILCOM	6' CAT5E PC BLUE GIGABIT W/BOOT 100513-	\$1.86
33411	USM-DC-5E8Q-06BL-SH	USMILCOM	6' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$2.30
33411	USM-DC-5E8Q-06GN	USMILCOM	6' CAT5E PC GREEN GIGABIT 100414-GN	\$1.69
33411	USM-DC-5E8Q-06GNMB	USMILCOM	6' CAT5E PC GREEN GIGABIT W/BOOT 100513	\$1.71
33411	USM-DC-5E8Q-06GYMB	USMILCOM	6' CAT5E PC GRAY GIGABIT W/BOOT 100513-	\$1.71
33411	USM-DC-5E8Q-06ORMB	USMILCOM	6' CAT5E PC ORANGE GIGABIT W/BOOT 10051	\$1.71
33411	USM-DC-5E8Q-06PUMB	USMILCOM	6' CAT5E PC PURPLE GIGABIT W/BOOT 10051	\$1.71
33411	USM-DC-5E8Q-06RD	USMILCOM	6' CAT5E PC RED GIGABIT 100414-RD	\$1.69
33411	USM-DC-5E8Q-06RDMB	USMILCOM	6' CAT5E PC RED GIGABIT W/BOOT 100513-R	\$1.71
33411	USM-DC-5E8Q-06WH	USMILCOM	6' CAT5E PC WHITE GIGABIT 100414-WH	\$1.69

33411	USM-DC-5E8Q-06WHMB	USMILCOM	6' CAT5E PC WHITE GIGABIT W/BOOT 100513	\$1.71
33411	USM-DC-5E8Q-06YW	USMILCOM	6' CAT5E PC YELLOW GIGABIT 100414-YW	\$1.69
33411	USM-DC-5E8Q-06YWMB	USMILCOM	6' CAT5E PC YELLOW GIGABIT W/BOOT 100513	\$1.71
33411	USM-DC-5E8Q-07BK	USMILCOM	7' CAT5E PC BLACK GIGABIT 100404-BK	\$1.79
33411	USM-DC-5E8Q-07BKMB	USMILCOM	7' CAT5E PC BLACK GIGABIT W/BOOT 100505	\$1.81
33411	USM-DC-5E8Q-07BK-SH	USMILCOM	7' CAT5E PC BLACK GIGABIT W/BOOT SHIELDE	\$2.60
33411	USM-DC-5E8Q-07BL	USMILCOM	7' CAT5E PC BLUE GIGABIT 100404-BL	\$1.79
33411	USM-DC-5E8Q-07BLMB	USMILCOM	7' CAT5E PC BLUE GIGABIT W/BOOT 100505-	\$1.81
33411	USM-DC-5E8Q-07BL-SH	USMILCOM	7' CAT5E PC BLUE GIGABIT W/BOOT SHIELDED	\$2.60
33411	USM-DC-5E8Q-07GN	USMILCOM	7' CAT5E PC GREEN GIGABIT 100404-GN	\$1.79
33411	USM-DC-5E8Q-07GNMB	USMILCOM	7' CAT5E PC GREEN GIGABIT W/BOOT 100505	\$1.81
33411	USM-DC-5E8Q-07GN-SH	USMILCOM	7' CAT5E PC GREEN GIGABIT W/BOOT SHIELDE	\$2.60
33411	USM-DC-5E8Q-07GY	USMILCOM	7' CAT5E PC GRAY GIGABIT 100404-GY	\$1.79
33411	USM-DC-5E8Q-07GYMB	USMILCOM	7' CAT5E PC GRAY GIGABIT W/BOOT 100505GY	\$1.81
33411	USM-DC-5E8Q-07OR	USMILCOM	7' CAT5E PC ORANGE GIGABIT 100404-OR	\$1.79
33411	USM-DC-5E8Q-07ORMB	USMILCOM	7' CAT5E PC ORANGE GIGABIT W/BOOT 10050	\$1.81
33411	USM-DC-5E8Q-07PU	USMILCOM	7' CAT5E PC PURPLE GIGABIT 100404-PU	\$1.79
33411	USM-DC-5E8Q-07PUMB	USMILCOM	7' CAT5E PC PURPLE GIGABIT W/BOOT	\$1.81

33411	USM-DC-5E8Q-07RD	USMILCOM	7' CAT5E PC RED GIGABIT 100404-RD	\$1.79
33411	USM-DC-5E8Q-07RDMB	USMILCOM	7' CAT5E PC RED GIGABIT W/BOOT 100505-RD	\$1.81
33411	USM-DC-5E8Q-07RDMB-XO	USMILCOM	7' CAT5E PC RED GIGABIT X-O W/BOOT	\$1.79
33411	USM-DC-5E8Q-07RD-SH	USMILCOM	7' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$2.60
33411	USM-DC-5E8Q-07WH	USMILCOM	7' CAT5E PC WHITE GIGABIT 100404-WH	\$1.79
33411	USM-DC-5E8Q-07WHMB	USMILCOM	7' CAT5E PC WHITE GIGABIT W/BOOT 100505	\$1.81
33411	USM-DC-5E8Q-07YW	USMILCOM	7' CAT5E PC YELLOW GIGABIT 100404-YW	\$1.79
33411	USM-DC-5E8Q-07YWMB	USMILCOM	7' CAT5E PC YELLOW GIGABIT W/BOOT 100505	\$1.81
33411	USM-DC-5E8Q-1.5BLMB	USMILCOM	1.5' CAT5E PC BLUE W/BOOT	\$0.88
33411	USM-DC-5E8Q-100BLMB	USMILCOM	100' CAT5E PC BLUE GIGABIT W/BOOT 10051	\$19.91
33411	USM-DC-5E8Q-100GYMB	USMILCOM	100' CAT5E PC GRAY GIGABIT W/BOOT	\$19.91
33411	USM-DC-5E8Q-100OR-SH	USMILCOM	100' CAT5E PC ORANGE GIGABIT W/BOOT SHIE	\$24.53
33411	USM-DC-5E8Q-100RD-SH	USMILCOM	100' CAT5E PC RED GIGABIT W/BOOT SHIELDE	\$24.53
33411	USM-DC-5E8Q-100WH	USMILCOM	100' CAT5E PC WHITE GIGABIT 100410-WH	\$19.90
33411	USM-DC-5E8Q-100YW	USMILCOM	100' CAT5E PC YELLOW GIGABIT 100410-YW	\$19.90
33411	USM-DC-5E8Q-10BK	USMILCOM	10' CAT5E PC BLACK GIGABIT 100405-BK	\$2.40
33411	USM-DC-5E8Q-10BKMB	USMILCOM	10' CAT5E PC BLACK GIGABIT W/BOOT 10050	\$2.40
33411	USM-DC-5E8Q-10BK-SH	USMILCOM	10' CAT5E PC BLACK GIGABIT W/BOOT SHIELD	\$3.29

33411	USM-DC-5E8Q-10BL	USMILCOM	10' CAT5E PC BLUE GIGABIT 100405-BL	\$2.38
33411	USM-DC-5E8Q-10BLMB	USMILCOM	10' CAT5E PC BLUE GIGABIT W/BOOT 100506	\$2.40
33411	USM-DC-5E8Q-10BL-SH	USMILCOM	10' CAT5E PC BLUE GIGABIT W/BOOT SHIELDE	\$3.29
33411	USM-DC-5E8Q-10GN	USMILCOM	10' CAT5E PC GREEN GIGABIT 100405-GN	\$2.38
33411	USM-DC-5E8Q-10GNMB	USMILCOM	10' CAT5E PC GREEN GIGABIT W/BOOT 10050	\$2.40
33411	USM-DC-5E8Q-10GN-SH	USMILCOM	10' CAT5E PC GREEN GIGABIT W/BOOT SHIELD	\$3.29
33411	USM-DC-5E8Q-10GY	USMILCOM	10' CAT5E PC GRAY GIGABIT 100405-GY	\$2.38
33411	USM-DC-5E8Q-10GYMB	USMILCOM	10' CAT5E PC GRAY GIGABIT W/BOOT 100506	\$2.40
33411	USM-DC-5E8Q-10OR	USMILCOM	10' CAT5E PC ORANGE GIGABIT 100405-OR	\$2.38
33411	USM-DC-5E8Q-10ORMB	USMILCOM	10' CAT5E PC ORANGE GIGABIT W/BOOT 1005	\$2.40
33411	USM-DC-5E8Q-10PU	USMILCOM	10' CAT5E PC PURPLE GIGABIT 100405-PU	\$2.38
33411	USM-DC-5E8Q-10PUMB	USMILCOM	10' CAT5E PC PURPLE GIGABIT W/BOOT	\$2.40
33411	USM-DC-5E8Q-10RD	USMILCOM	10' CAT5E PC RED GIGABIT 100405-RD	\$2.38
33411	USM-DC-5E8Q-10RDMB	USMILCOM	10' CAT5E PC RED GIGABIT W/BOOT 100506-R	\$2.40
33411	USM-DC-5E8Q-10RD-SH	USMILCOM	10' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$3.29
33411	USM-DC-5E8Q-10WH	USMILCOM	10' CAT5E PC WHITE GIGABIT 100405-WH	\$2.38
33411	USM-DC-5E8Q-10WHMB	USMILCOM	10' CAT5E PC WHITE GIGABIT W/BOOT 10050	\$2.40
33411	USM-DC-5E8Q-10YL-SH	USMILCOM	10' CAT5E PC YELLOW GIGABIT W/BOOT SHIEL	\$3.29

33411	USM-DC-5E8Q-10YW	USMILCOM	10' CAT5E PC YELLOW GIGABIT 100405-YW	\$2.38
33411	USM-DC-5E8Q-10YWMB	USMILCOM	10' CAT5E PC YELLOW GIGABIT W/BOOT 1005	\$2.40
33411	USM-DC-5E8Q-15BK	USMILCOM	15' CAT5E PC BLACK GIGABIT 100406-BK	\$3.13
33411	USM-DC-5E8Q-15BKMB	USMILCOM	15' CAT5E PC BLACK GIGABIT W/BOOT 10050	\$3.14
33411	USM-DC-5E8Q-15BK-SH	USMILCOM	15' CAT5E PC BLACK GIGABIT W/BOOT SHIELD	\$4.35
33411	USM-DC-5E8Q-15BL	USMILCOM	15' CAT5E PC BLUE GIGABIT 100406-BL	\$3.13
33411	USM-DC-5E8Q-15BLMB	USMILCOM	15' CAT5E PC BLUE GIGABIT W/BOOT 100507	\$3.14
33411	USM-DC-5E8Q-15BL-SH	USMILCOM	15' CAT5E PC BLUE GIGABIT W/BOOT SHIELDE	\$4.35
33411	USM-DC-5E8Q-15GN	USMILCOM	15' CAT5E PC GREEN GIGABIT 100406-GN	\$3.13
33411	USM-DC-5E8Q-15GNMB	USMILCOM	15' CAT5E PC GREEN GIGABIT W/BOOT 10050	\$3.14
33411	USM-DC-5E8Q-15GN-SH	USMILCOM	15' CAT5E PC GREEN GIGABIT W/BOOT SHIELD	\$4.35
33411	USM-DC-5E8Q-15GY	USMILCOM	15' CAT5E PC GRAY GIGABIT 100406-GY	\$3.13
33411	USM-DC-5E8Q-15GYMB	USMILCOM	15' CAT5E PC GRAY GIGABIT W/BOOT 100507	\$3.14
33411	USM-DC-5E8Q-15OR	USMILCOM	15' CAT5E PC ORANGE GIGABIT 100406-OR	\$3.13
33411	USM-DC-5E8Q-15ORMB	USMILCOM	15' CAT5E PC ORANGE GIGABIT W/BOOT 1005	\$3.14
33411	USM-DC-5E8Q-15OR-SH	USMILCOM	15' CAT5E PC ORANGE GIGABIT W/BOOT SHIEL	\$4.35
33411	USM-DC-5E8Q-15PUMB	USMILCOM	15' CAT5E PC PURPLE GIGABIT W/BOOT 10050	\$3.14

33411	USM-DC-5E8Q-15RD	USMILCOM	15' CAT5E PC RED GIGABIT 100406-RD	\$3.13
33411	USM-DC-5E8Q-15RDMB	USMILCOM	15' CAT5E PC RED GIGABIT W/BOOT 100507-R	\$3.14
33411	USM-DC-5E8Q-15RD-SH	USMILCOM	15' CAT5E PC RED GIGABIT W/BOOT SHIELDED	\$4.35
33411	USM-DC-5E8Q-15WH	USMILCOM	15' CAT5E PC WHITE GIGABIT 100406-WH	\$3.13
33411	USM-DC-5E8Q-15WHMB	USMILCOM	15' CAT5E PC WHITE GIGABIT W/BOOT 10050	\$3.14
33411	USM-DC-5E8Q-15YW	USMILCOM	15' CAT5E PC YELLOW GIGABIT 100406-YW	\$3.13
33411	USM-DC-5E8Q-15YWMB	USMILCOM	15' CAT5E PC YELLOW GIGABIT W/BOOT 1005	\$3.14
33411	USM-DC-5E8Q-20BK	USMILCOM	20' CAT5E PC BLACK GIGABIT 100415-BK	\$4.22
33411	USM-DC-5E8Q-20BKMB	USMILCOM	20' CAT5E PC BLACK GIGABIT W/BOOT 100514	\$4.24
33411	USM-DC-5E8Q-20BK-SH	USMILCOM	20' CAT5E PC BLACK GIGABIT W/BOOT SHIELD	\$5.45
33411	USM-DC-5E8Q-20BL	USMILCOM	20' CAT5E PC BLUE GIGABIT 100415-BL	\$4.22
33411	USM-DC-5E8Q-20BLMB	USMILCOM	20' CAT5E PC BLUE GIGABIT W/BOOT 100514-	\$4.24
33411	USM-DC-5E8Q-20GN	USMILCOM	20' CAT5E PC GREEN GIGABIT 100415-GN	\$4.22
33411	USM-DC-5E8Q-20GNMB	USMILCOM	20' CAT5E PC GREEN GIGABIT W/BOOT 100514	\$4.24
33411	USM-DC-5E8Q-20GY	USMILCOM	20' CAT5E PC GREY GIGABIT	\$4.22
33411	USM-DC-5E8Q-20GYMB	USMILCOM	20' CAT5E PC GREY GIGABIT W/BOOT 100514-	\$4.24
33411	USM-DC-5E8Q-20ORMB	USMILCOM	20' CAT5E PC ORANGE GIGABIT W/BOOT 1005	\$4.24
33411	USM-DC-5E8Q-20RD	USMILCOM	20' CAT5E PC RED GIGABIT 100415	\$4.22

33411	USM-DC-5E8Q-20RDMB	USMILCOM	20' CAT5E PC RED GIGABIT W/BOOT 100514	\$4.24
33411	USM-DC-5E8Q-20WHMB	USMILCOM	20' CAT5E PC WHITE GIGABIT W/BOOT 100514	\$4.24
33411	USM-DC-5E8Q-20YW	USMILCOM	20' CAT5E PC YELLOW GIGABIT 100415	\$4.22
33411	USM-DC-5E8Q-20YWMB	USMILCOM	20' CAT5E PC YELLOW GIGABIT W/BOOT 10051	\$4.24
33411	USM-DC-5E8Q-25BK	USMILCOM	25' CAT5E PC BLACK GIGABIT 100407-BK	\$5.08
33411	USM-DC-5E8Q-25BKMB	USMILCOM	25' CAT5E PC BLACK GIGABIT W/BOOT 100508	\$5.10
33411	USM-DC-5E8Q-25BL	USMILCOM	25' CAT5E PC BLUE GIGABIT 100407-BL	\$5.08
33411	USM-DC-5E8Q-25BLMB	USMILCOM	25' CAT5E PC BLUE GIGABIT W/BOOT 100508-	\$5.10
33411	USM-DC-5E8Q-25BL-SH	USMILCOM	25' CAT5E PC BLUE GIGABIT W/BOOT SHIELDE	\$6.53
33411	USM-DC-5E8Q-25GN	USMILCOM	25' CAT5E PC GREEN GIGABIT 100407-GN	\$5.08
33411	USM-DC-5E8Q-25GNMB	USMILCOM	25' CAT5E PC GREEN GIGABIT W/BOOT 100508	\$5.10
33411	USM-DC-5E8Q-25GN-SH	USMILCOM	25' CAT5E PC GREEN GIGABIT W/BOOT SHIELD	\$6.53
33411	USM-DC-5E8Q-25GY	USMILCOM	25' CAT5E PC GRAY GIGABIT 100407-GY	\$5.08
33411	USM-DC-5E8Q-25GYMB	USMILCOM	25' CAT5E PC GRAY GIGABIT W/BOOT 100508	\$5.10
33411	USM-DC-5E8Q-25ORMB	USMILCOM	25' CAT5E PC ORANGE GIGABIT W/BOOT 1005	\$5.10
33411	USM-DC-5E8Q-25RD	USMILCOM	25' CAT5E PC RED GIGABIT 100407-RD	\$5.08
33411	USM-DC-5E8Q-25RDMB	USMILCOM	25' CAT5E PC RED GIGABIT W/BOOT 100508-	\$5.10
33411	USM-DC-5E8Q-25RD-SH	USMILCOM	25' CAT5E PC RED W/BOOT SHIELED	\$6.53

33411	USM-DC-5E8Q-25WHMB	USMILCOM	25' CAT5E PC WHITE GIGABIT W/BOOT 10050	\$5.10
33411	USM-DC-5E8Q-25YW	USMILCOM	25' CAT5E PC YELLOW GIGABIT 100407-YW	\$5.08
33411	USM-DC-5E8Q-25YWMB	USMILCOM	25' CAT5E PC YELLOW GIGABIT W/BOOT 1005	\$5.10
33411	USM-DC-5E8Q-35BLMB	USMILCOM	35' CAT5E PC BLUE GIGABIT W/BOOT 100518	\$7.05
33411	USM-DC-5E8Q-35WH	USMILCOM	35' CAT5E PC WHITE GIGABIT W/BOOT 10051	\$7.05
33411	USM-DC-5E8Q-50BK	USMILCOM	50' CAT5E PC BLACK GIGABIT 100408-BK	\$10.04
33411	USM-DC-5E8Q-50BKMB	USMILCOM	50' CAT5E PC BLACK GIGABIT W/BOOT 100509	\$10.06
33411	USM-DC-5E8Q-50BL	USMILCOM	50' CAT5E PC BLUE GIGABIT 100408-BL	\$10.04
33411	USM-DC-5E8Q-50BLMB	USMILCOM	50' CAT5E PC BLUE GIGABIT W/BOOT 100509-	\$10.06
33411	USM-DC-5E8Q-50GN	USMILCOM	50' CAT5E PC GREEN GIGABIT 100408-GN	\$10.04
33411	USM-DC-5E8Q-50GNMB	USMILCOM	50' CAT5E PC GREEN GIGABIT W/BOOT 100509	\$10.06
33411	USM-DC-5E8Q-50GYMB	USMILCOM	50' CAT5E PC GRAY GIGABIT W/BOOT 100509-	\$10.06
33411	USM-DC-5E8Q-50OR	USMILCOM	50' CAT5E PC ORANGE GIGABIT 100408-OR	\$10.04
33411	USM-DC-5E8Q-50RD	USMILCOM	50' CAT5E PC RED GIGABIT 100408-RD	\$10.04
33411	USM-DC-5E8Q-50RDMB	USMILCOM	50' CAT5E PC RED GIGABIT W/BOOT 100509-R	\$10.06
33411	USM-DC-5E8Q-50WHMB	USMILCOM	50' CAT5E PC WHITE GIGABIT W/BOOT 100509	\$10.06
33411	USM-DC-5E8Q-50YW	USMILCOM	50' CAT5E PC YELLOW GIGABIT 100408-YW	\$10.04

33411	USM-DC-5E8Q-50YWMB	USMILCOM	50' CAT5E PC YELLOW GIGABIT W/BOOT 1005	\$10.06
33411	USM-DC-5E8Q-75BLMB	USMILCOM	75' CAT5E PC BLUE GIGABIT W/BOOT 100510-	\$15.04
33411	USM-DC-5E8Q-75GYMB	USMILCOM	75' CAT5E PC GRAY GIGABIT W/BOOT 100508	\$15.04
33411	USM-DC-5E8Q-75RD	USMILCOM	75' CAT5E PC RED GIGABIT 100409-RD	\$15.02
33411	USM-OFPC015MMTRJ	USMILCOM	15M MM DUPLEX MTRJ-MTRJ	\$25.03
33411	USM-OFPC01FTLC-AQ	USMILCOM	1' MM DUPLEX LC-LC 50/125 10G AQUA	\$10.29
33411	USM-OFPC01LCLC	USMILCOM	1' MM DUPLEX LC-LC	\$9.54
33411	USM-OFPC01MLC	USMILCOM	1M MM DUPLEX LC-LC	\$9.54
33411	USM-OFPC01MLC-50	USMILCOM	1M MM DUPLEX LC-LC 50/125	\$9.54
33411	USM-OFPC01MLC-AQ	USMILCOM	1M MM DUPLEX LC-LC 50/125 10G AQUA	\$10.29
33411	USM-OFPC01MLC-BK	USMILCOM	1M MM DUPLEX LC-LC BLACK	\$26.42
33411	USM-OFPC01MLC-BL	USMILCOM	1M MM DUPLEX LC-LC BLUE	\$26.42
33411	USM-OFPC01MLC-GN	USMILCOM	1M MM DUPLEX LC-LC GREEN	\$26.42
33411	USM-OFPC01MLC-GY	USMILCOM	1M MM DUPLEX LC-LC GRAY	\$26.42
33411	USM-OFPC01MLC-PU	USMILCOM	1M MM DUPLEX LC-LC PURPLE	\$26.42
33411	USM-OFPC01MLC-RD	USMILCOM	1M MM DUPLEX LC-LC RED	\$26.42
33411	USM-OFPC01MLCSC	USMILCOM	1M MM DUPLEX LC-SC	\$9.20
33411	USM-OFPC01MLCSC-50	USMILCOM	1M MM DUPLEX LC-SC 50/125	\$9.20
33411	USM-OFPC01MLCSC-50-RD	USMILCOM	1M MM DUPLEX LC-SC 50/125 RED	\$24.81
33411	USM-OFPC01MLCSC-AQ	USMILCOM	1M MM DUPLEX LC-SC 50/125 10G AQUA	\$9.79
33411	USM-OFPC01MLCSC-BL	USMILCOM	1M MM DUPLEX LC-SC BLUE	\$24.73
33411	USM-OFPC01MLCSC-GN	USMILCOM	1M MM DUPLEX LC-SC GREEN	\$24.73

33411	USM-OFPC01MLCSC-RD	USMILCOM	1M MM DUPLEX LC-SC RED	\$24.73
33411	USM-OFPC01MLCSC-YW	USMILCOM	1M MM DUPLEX LC-SC YELLOW	\$24.73
33411	USM-OFPC01MLCST	USMILCOM	1M MM DUPLEX LC-ST	\$9.20
33411	USM-OFPC01MLCST-50	USMILCOM	1M MM DUPLEX LC-ST 50/125	\$9.20
33411	USM-OFPC01MMTRJ	USMILCOM	1M MM DUPLEX MTRJ-MTRJ	\$8.61
33411	USM-OFPC01MMTRJSC	USMILCOM	1M MM DUPLEX MTRJ-SC	\$8.27
33411	USM-OFPC01MMTRJST	USMILCOM	1M MM DUPLEX MTRJ-ST	\$8.10
33411	USM-OFPC01MSC	USMILCOM	1M MM DUPLEX SC-SC	\$7.59
33411	USM-OFPC01MSC-50	USMILCOM	1M MM DUPLEX SC-SC 50/125	\$7.59
33411	USM-OFPC01MSC-50-GN	USMILCOM	1M MM DUPLEX SC-SC 50/125 GREEN	\$24.73
33411	USM-OFPC01MSC-50-SIM	USMILCOM	1M MM SIMPLEX SC-SC 50/125	\$5.91
33411	USM-OFPC01MSC-AQ	USMILCOM	1M MM DUPLEX SC-SC 50/125 10G AQUA	\$9.45
33411	USM-OFPC01MSC-BK	USMILCOM	1M MM DUPLEX SC-SC BLACK	\$24.73
33411	USM-OFPC01MSC-BL	USMILCOM	1M MM DUPLEX SC-SC BLUE	\$24.73
33411	USM-OFPC01MSC-GN	USMILCOM	1M MM DUPLEX SC-SC GREEN	\$24.73
33411	USM-OFPC01MSC-GY	USMILCOM	1M MM DUPLEX SC-SC GRAY	\$24.73
33411	USM-OFPC01MSC-PU	USMILCOM	1M MM DUPLEX SC-SC PURPLE	\$24.73
33411	USM-OFPC01MSC-RD	USMILCOM	1M MM DUPLEX SC-SC RED	\$24.73
33411	USM-OFPC01MSC-SIM	USMILCOM	1M MM SIMPLEX SC-SC	\$4.64
33411	USM-OFPC01MSCST	USMILCOM	1M MM DUPLEX SC-ST	\$7.59
33411	USM-OFPC01MSCST-50	USMILCOM	1M MM DUPLEX SC-ST 50/125	\$7.59
33411	USM-OFPC01MSCST-50-GN	USMILCOM	1M MM DUPLEX SC-ST 50/125 GREEN	\$19.27
33411	USM-OFPC01MSCST-50-SIM	USMILCOM	1M MM SIMPLEX SC-ST 50/125	\$4.64

33411	USM-OFPC01MSCST-SIM	USMILCOM	1M MM SIMPLEX SC-ST	\$4.64
33411	USM-OFPC01MSC-YW	USMILCOM	1M MM DUPLEX SC-SC YELLOW	\$24.73
33411	USM-OFPC01MST	USMILCOM	1M MM DUPLEX ST-ST	\$7.59
33411	USM-OFPC01MST-50	USMILCOM	1M MM DUPLEX ST-ST 50/125	\$7.59
33411	USM-OFPC02MLC	USMILCOM	2M MM DUPLEX LC-LC	\$10.29
33411	USM-OFPC02MLC-50	USMILCOM	2M MM DUPLEX LC-LC 50/125	\$10.29
33411	USM-OFPC02MLC-AQ	USMILCOM	2M MM DUPLEX LC-LC 50/125 10G AQUA	\$11.73
33411	USM-OFPC02MLC-BK	USMILCOM	2M MM DUPLEX LC-LC BLACK	\$27.60
33411	USM-OFPC02MLC-BL	USMILCOM	2M MM DUPLEX LC-LC BLUE	\$27.60
33411	USM-OFPC02MLC-GN	USMILCOM	2M MM DUPLEX LC-LC GREEN	\$27.60
33411	USM-OFPC02MLC-PU	USMILCOM	2M MM DUPLEX LC-LC PURPLE	\$27.60
33411	USM-OFPC02MLC-RD	USMILCOM	2M MM DUPLEX LC-LC RED	\$27.60
33411	USM-OFPC02MLCSC	USMILCOM	2M MM DUPLEX LC-SC	\$9.96
33411	USM-OFPC02MLCSC-50	USMILCOM	2M MM DUPLEX LC-SC 50/125	\$9.96
33411	USM-OFPC02MLCSC-AQ	USMILCOM	2M MM DUPLEX LC-SC 50/125 10G AQUA	\$11.23
33411	USM-OFPC02MLCSC-BK	USMILCOM	2M MM DUPLEX LC-SC BLACK	\$25.91
33411	USM-OFPC02MLCSC-BL	USMILCOM	2M MM DUPLEX LC-SC BLUE	\$25.91
33411	USM-OFPC02MLCSC-GY	USMILCOM	2M MM DUPLEX LC-SC GREAY	\$25.91
33411	USM-OFPC02MLCSC-PU	USMILCOM	2M MM DUPLEX LC-SC PURPLE	\$25.91
33411	USM-OFPC02MLCSC-RD	USMILCOM	2M MM DUPLEX LC-SC RED	\$25.91
33411	USM-OFPC02MLCSC-YW	USMILCOM	2M MM DUPLEX LC-SC YELLOW	\$25.91
33411	USM-OFPC02MLCST	USMILCOM	2M MM DUPLEX LC-ST	\$9.96
33411	USM-OFPC02MLCST-50	USMILCOM	2M MM DUPLEX LC-ST 50/125	\$9.96

33411	USM-OFPC02MLC-YW	USMILCOM	2M MM DUPLEX LC-LC YELLOW	\$27.60
33411	USM-OFPC02MMTRJ	USMILCOM	2M MM DUPLEX MTRJ-MTRJ	\$10.46
33411	USM-OFPC02MMTRJSC	USMILCOM	2M MM DUPLEX MTRJ-SC	\$9.11
33411	USM-OFPC02MMTRJST	USMILCOM	2M MM DUPLEX MTRJ-ST	\$8.94
33411	USM-OFPC02MSC	USMILCOM	2M MM DUPLEX SC-SC	\$8.44
33411	USM-OFPC02MSC-50	USMILCOM	2M MM DUPLEX SC-SC 50/125	\$8.44
33411	USM-OFPC02MSC-50-RD	USMILCOM	2M MM DUPLEX SC-SC 50/125 RED	\$26.08
33411	USM-OFPC02MSC-AQ	USMILCOM	2M MM DUPLEX SC-SC 50/125 10G AQUA	\$10.80
33411	USM-OFPC02MSC-BK	USMILCOM	2M MM DUPLEX SC-SC BLACK	\$25.91
33411	USM-OFPC02MSC-GY	USMILCOM	2M MM DUPLEX SC-SC GRAY	\$25.91
33411	USM-OFPC02MSC-PU	USMILCOM	2M MM DUPLEX SC-SC PURPLE	\$25.91
33411	USM-OFPC02MSC-RD	USMILCOM	2M MM DUPLEX SC-SC RED	\$25.91
33411	USM-OFPC02MSCST	USMILCOM	2M MM DUPLEX SC-ST	\$8.44
33411	USM-OFPC02MSCST-50	USMILCOM	2M MM DUPLEX SC-ST 50/125	\$8.44
33411	USM-OFPC02MSCST-50-GN	USMILCOM	2M MM DUPLEX SC-ST 50/125 GREEN	\$20.31
33411	USM-OFPC02MSCST-BL	USMILCOM	2M MM DUPLEX SC-ST BLUE	\$18.99
33411	USM-OFPC02MSCST-GN	USMILCOM	2M MM DUPLEX SC-ST GREEN	\$18.99
33411	USM-OFPC02MSCST-RD	USMILCOM	2M MM DUPLEX SC-ST RED	\$18.99
33411	USM-OFPC02MSC-YW	USMILCOM	2M MM DUPLEX SC-SC YELLOW	\$25.91
33411	USM-OFPC02MST	USMILCOM	2M MM DUPLEX ST-ST	\$8.44
33411	USM-OFPC02MST-50	USMILCOM	2M MM DUPLEX ST-ST 50/125	\$8.44
33411	USM-OFPC02MST-50-GN	USMILCOM	2M MM DUPLEX ST-ST 50/125 GREEN	\$19.91
33411	USM-OFPC02MST-AQ	USMILCOM	2M MM DUPLEX ST-ST 50/125 10G AQUA	\$21.87

33411	USM-OFPC02MST-SIM	USMILCOM	2M MM SIMPLEX ST-ST	\$8.44
33411	USM-OFPC03MLC	USMILCOM	3M MM DUPLEX LC-LC	\$11.06
33411	USM-OFPC03MLC-50	USMILCOM	3M MM DUPLEX LC-LC 50/125	\$11.06
33411	USM-OFPC03MLC-50-GY	USMILCOM	3M MM DUPLEX LC-LC 50/125 GREY	\$23.80
33411	USM-OFPC03MLC-AQ	USMILCOM	3M MM DUPLEX LC-LC 50/125 10G AQUA	\$13.16
33411	USM-OFPC03MLC-BK	USMILCOM	3M MM DUPLEX LC-LC BLACK	\$29.03
33411	USM-OFPC03MLC-BL	USMILCOM	3M MM DUPLEX LC-LC BLUE	\$29.03
33411	USM-OFPC03MLC-COR	USMILCOM	3M MM DUPLEX LC-LC CORNING CERTIFIED	\$35.45
33411	USM-OFPC03MLC-GN	USMILCOM	3M MM DUPLEX LC-LC GREEN	\$29.03
33411	USM-OFPC03MLC-GY	USMILCOM	3M MM DUPLEX LC-LC GRAY	\$29.03
33411	USM-OFPC03MLCMTRJ	USMILCOM	3M MM DUPLEX LC-MTRJ	\$11.23
33411	USM-OFPC03MLC-OR	USMILCOM	3M MM DUPLEX LC-LC 50/125 10G ORANGE	\$21.87
33411	USM-OFPC03MLC-PT	USMILCOM	3M 6 FIBER MM (OM3) PIGTAIL W/LC	\$42.37
33411	USM-OFPC03MLC-PU	USMILCOM	3M MM DUPLEX LC-LC PURPLE	\$29.03
33411	USM-OFPC03MLC-RD	USMILCOM	3M MM DUPLEX LC-LC RED	\$29.03
33411	USM-OFPC03MLCSC	USMILCOM	3M MM DUPLEX LC-SC	\$10.72
33411	USM-OFPC03MLCSC-50	USMILCOM	3M MM DUPLEX LC-SC 50/125	\$10.72
33411	USM-OFPC03MLCSC-AQ	USMILCOM	3M MM DUPLEX LC-SC 50/125 10G AQUA	\$12.66
33411	USM-OFPC03MLCSC-BK	USMILCOM	3M MM DUPLEX LC-SC BLACK	\$27.34
33411	USM-OFPC03MLCSC-BL	USMILCOM	3M MM DUPLEX LC-SC BLUE	\$27.34
33411	USM-OFPC03MLCSC-GN	USMILCOM	3M MM DUPLEX LC-SC GREEN	\$27.34
33411	USM-OFPC03MLCSC-GY	USMILCOM	3M MM DUPLEX LC-SC GRAY	\$27.34

33411	USM-OFPC03MLCSC-PU	USMILCOM	3M MM DUPLEX LC-SC PURPLE	\$27.34
33411	USM-OFPC03MLCSC-RD	USMILCOM	3M MM DUPLEX LC-SC RED	\$27.34
33411	USM-OFPC03MLCSC-YW	USMILCOM	3M MM DUPLEX LC-SC YELLOW	\$27.34
33411	USM-OFPC03MLCST	USMILCOM	3M MM DUPLEX LC-ST	\$10.72
33411	USM-OFPC03MLCST-50	USMILCOM	3M MM DUPLEX LC-ST 50/125	\$10.72
33411	USM-OFPC03MLCST-BL	USMILCOM	3M MM DUPLEX LC-ST BLUE	\$27.51
33411	USM-OFPC03MLCST-RD	USMILCOM	3M MM DUPLEX LC-ST RED	\$27.51
33411	USM-OFPC03MLC-YW	USMILCOM	3M MM DUPLEX LC-LC YELLOW	\$29.03
33411	USM-OFPC03MMTRJ	USMILCOM	3M MM DUPLEX MTRJ-MTRJ	\$10.29
33411	USM-OFPC03MMTRJLC	USMILCOM	3M MM DUPLEX MTRJ-LC	\$11.23
33411	USM-OFPC03MMTRJ-RD	USMILCOM	3M MM DUPLEX MTRJ-MTRJ RED	\$32.91
33411	USM-OFPC03MMTRJSC	USMILCOM	3M MM DUPLEX MTRJ-SC	\$9.96
33411	USM-OFPC03MMTRJST	USMILCOM	3M MM DUPLEX MTRJ-ST	\$9.79
33411	USM-OFPC03MSC	USMILCOM	3M MM DUPLEX SC-SC	\$9.28
33411	USM-OFPC03MSC-50	USMILCOM	3M MM DUPLEX SC-SC 50/125	\$9.28
33411	USM-OFPC03MSC-50-RD	USMILCOM	3M MM DUPLEX SC-SC 50/125 RED	\$27.34
33411	USM-OFPC03MSC-AQ	USMILCOM	3M MM DUPLEX SC-SC 50/125 10G AQUA	\$12.15
33411	USM-OFPC03MSC-BK	USMILCOM	3M MM DUPLEX SC-SC BLACK	\$27.34
33411	USM-OFPC03MSC-BL	USMILCOM	3M MM DUPLEX SC-SC BLUE	\$27.34
33411	USM-OFPC03MSC-GN	USMILCOM	3M MM DUPLEX SC-SC GREEN	\$27.34
33411	USM-OFPC03MSC-GY	USMILCOM	3M MM DUPLEX SC-SC GRAY	\$27.34
33411	USM-OFPC03MSC-PU	USMILCOM	3M MM DUPLEX SC-SC PURPLE	\$27.34
33411	USM-OFPC03MSC-RD	USMILCOM	3M MM DUPLEX SC-SC RED	\$27.34

33411	USM-OFPC03MSCST	USMILCOM	3M MM DUPLEX SC-ST	\$9.28
33411	USM-OFPC03MSCST-50	USMILCOM	3M MM DUPLEX SC-ST 50/125	\$9.28
33411	USM-OFPC03MSC-YW	USMILCOM	3M MM DUPLEX SC-SC YELLOW	\$27.34
33411	USM-OFPC03MST	USMILCOM	3M MM DUPLEX ST-ST	\$9.28
33411	USM-OFPC03MST-50	USMILCOM	3M MM DUPLEX ST-ST 50/125	\$9.28
33411	USM-OFPC03MST-BL	USMILCOM	3M MM DUPLEX ST-ST BLUE	\$28.27
33411	USM-OFPC05MLC	USMILCOM	5M MM DUPLEX LC-LC	\$12.24
33411	USM-OFPC05MLC-50	USMILCOM	5M MM DUPLEX LC-LC 50/125	\$12.24
33411	USM-OFPC05MLC-50-GY	USMILCOM	5M MM DUPLEX LC-LC 50/125 GREY	\$25.92
33411	USM-OFPC05MLC-AQ	USMILCOM	5M MM DUPLEX LC-LC 50/125 10G AQUA	\$16.03
33411	USM-OFPC05MLCMTRJ	USMILCOM	5M MM DUPLEX LC-MTRJ	\$12.75
33411	USM-OFPC05MLC-OR	USMILCOM	5M MM DUPLEX LC-LC 50/125 10G ORANGE	\$23.96
33411	USM-OFPC05MLCSC	USMILCOM	5M MM DUPLEX LC-SC	\$12.58
33411	USM-OFPC05MLCSC-50	USMILCOM	5M MM DUPLEX LC-SC 50/125	\$12.24
33411	USM-OFPC05MLCSC-AQ	USMILCOM	5M MM DUPLEX LC-SC 50/125 10G AQUA	\$15.53
33411	USM-OFPC05MLCSC-BL	USMILCOM	5M MM DUPLEX LC-SC BLUE	\$29.96
33411	USM-OFPC05MLCST	USMILCOM	5M MM DUPLEX LC-ST	\$12.24
33411	USM-OFPC05MLCST-50	USMILCOM	5M MM DUPLEX LC-ST 50/125	\$12.24
33411	USM-OFPC05MLCST-BL	USMILCOM	5M MM DUPLEX LC-ST BLUE	\$28.69
33411	USM-OFPC05MMTRJ	USMILCOM	5M MM DUPLEX MTRJ-MTRJ	\$11.90
33411	USM-OFPC05MMTRJLC	USMILCOM	5M MM DUPLEX MTRJ-LC	\$12.75
33411	USM-OFPC05MMTRJ-RD	USMILCOM	5M MM DUPLEX MTRJ-MTRJ RED	\$35.87
33411	USM-OFPC05MMTRJSC	USMILCOM	5M MM DUPLEX MTRJ-SC	\$10.80

33411	USM-OFPC05MMTRJST	USMILCOM	5M MM DUPLEX MTRJ-ST	\$10.63
33411	USM-OFPC05MSC	USMILCOM	5M MM DUPLEX SC-SC	\$10.97
33411	USM-OFPC05MSC-50	USMILCOM	5M MM DUPLEX SC-SC 50/125	\$10.97
33411	USM-OFPC05MSCST	USMILCOM	5M MM DUPLEX SC-ST	\$10.97
33411	USM-OFPC05MSCST-50	USMILCOM	5M MM DUPLEX SC-ST 50/125	\$10.97
33411	USM-OFPC05MST	USMILCOM	5M MM DUPLEX ST-ST	\$10.97
33411	USM-OFPC05MST-50	USMILCOM	5M MM DUPLEX ST-ST 50/125	\$10.97
33411	USM-OFPC05MST-50-GN	USMILCOM	5M MM DUPLEX ST-ST 50/125 GREEN	\$28.27
33411	USM-OFPC05MST-SIM	USMILCOM	5M MM SIMPLEX ST-ST	\$6.33
33411	USM-OFPC07MLC	USMILCOM	7M MM DUPLEX LC-LC	\$14.10
33411	USM-OFPC07MLC-AQ	USMILCOM	7M MM DUPLEX LC-LC 50/125 10G AQUA	\$18.90
33411	USM-OFPC07MLC-AQ-3.0	USMILCOM	7M MM DUPLEX LC-LC 50/125 10G AQUA 3.0 J	\$18.90
33411	USM-OFPC07MLCSC	USMILCOM	7M MM DUPLEX LC-SC	\$13.76
33411	USM-OFPC07MLCSC-AQ	USMILCOM	7M MM DUPLEX LC-SC 50/125 10G AQUA	\$18.40
33411	USM-OFPC07MLCST	USMILCOM	7M MM DUPLEX LC-ST	\$13.76
33411	USM-OFPC07MSC	USMILCOM	7M MM DUPLEX SC-SC	\$12.66
33411	USM-OFPC07MSC-AQ	USMILCOM	7M MM DUPLEX SC-SC 50/125 10G AQUA	\$18.79
33411	USM-OFPC07MSCST	USMILCOM	7M MM DUPLEX SC-ST	\$9.10
33411	USM-OFPC08MLC	USMILCOM	8M MM DUPLEX LC-LC	\$13.50
33411	USM-OFPC08MLC-AQ	USMILCOM	8M MM DUPLEX LC-LC 10G AQUA	\$20.34
33411	USM-OFPC08MLCSC	USMILCOM	8M MM DUPLEX LC-SC	\$14.51
33411	USM-OFPC08MLCST	USMILCOM	8M MM DUPLEX LC-ST	\$14.51
33411	USM-OFPC08MSC	USMILCOM	8M MM DUPLEX SC-SC	\$13.50

33411	USM-OFPC100MLC	USMILCOM	100M MM DUPLEX LC-LC	\$98.96
33411	USM-OFPC100MLCSC	USMILCOM	100M MM DUPLEX LC-SC	\$98.96
33411	USM-OFPC10MLC	USMILCOM	10M MM DUPLEX LC-LC	\$16.37
33411	USM-OFPC10MLC-50	USMILCOM	10M MM DUPLEX LC-LC 50/125	\$16.37
33411	USM-OFPC10MLC-AQ	USMILCOM	10M MM DUPLEX LC-LC 50/125 10G AQUA	\$23.21
33411	USM-OFPC10MLCMTRJ	USMILCOM	10M MM DUPLEX LC-MTRJ	\$16.54
33411	USM-OFPC10MLCSC	USMILCOM	10M MM DUPLEX LC-SC	\$16.03
33411	USM-OFPC10MLCSC-50	USMILCOM	10M MM DUPLEX LC-SC 50/125	\$16.37
33411	USM-OFPC10MLCSC-AQ	USMILCOM	10M MM DUPLEX LC-SC 50/125 10G AQUA	\$23.21
33411	USM-OFPC10MLCSC-AQ-3.0	USMILCOM	10M MM DUPLEX LC-SC 50/125 10G AQUA 3.0M	\$23.21
33411	USM-OFPC10MLCST	USMILCOM	10M MM DUPLEX LC-ST	\$16.03
33411	USM-OFPC10MLCST-50	USMILCOM	10M MM DUPLEX LC-ST 50/125	\$16.03
33411	USM-OFPC10MMTRJSC	USMILCOM	10M MM DUPLEX MTRJ-SC	\$15.02
33411	USM-OFPC10MMTRJSC-50	USMILCOM	10M MM DUPLEX MTRJ-SC 50/125	\$14.20
33411	USM-OFPC10MMTRJST	USMILCOM	10M MM DUPLEX MTRJ-ST	\$15.45
33411	USM-OFPC10MSC	USMILCOM	10M MM DUPLEX SC-SC	\$15.19
33411	USM-OFPC10MSC-50	USMILCOM	10M MM DUPLEX SC-SC 50/125	\$15.19
33411	USM-OFPC10MSCST	USMILCOM	10M MM DUPLEX SC-ST	\$15.19
33411	USM-OFPC10MSCST-50	USMILCOM	10M MM DUPLEX SC-ST 50/125	\$15.19
33411	USM-OFPC10MST	USMILCOM	10M MM DUPLEX ST-ST	\$15.19
33411	USM-OFPC10MST-50	USMILCOM	10M MM DUPLEX ST-ST 50/125	\$15.19
33411	USM-OFPC15MLC	USMILCOM	15M MM DUPLEX LC-LC	\$20.17
33411	USM-OFPC15MLC-50	USMILCOM	15M MM DUPLEX LC-LC 50/125	\$20.17

33411	USM-OFPC15MLC-AQ	USMILCOM	15M MM DUPLEX LC-LC 50/125 10G AQUA	\$30.38
33411	USM-OFPC15MLCSC	USMILCOM	15M MM DUPLEX LC-SC	\$19.83
33411	USM-OFPC15MLCSC-AQ	USMILCOM	15M MM DUPLEX LC-SC 50/125 10G AQUA	\$29.87
33411	USM-OFPC15MLCST	USMILCOM	15M MM DUPLEX LC-ST	\$19.83
33411	USM-OFPC15MLCST-AQ	USMILCOM	15M MM DUPLEX LC-ST 50/125 10G AQUA	\$17.84
33411	USM-OFPC15MSC	USMILCOM	15M MM DUPLEX SC-SC	\$20.25
33411	USM-OFPC15MSCST	USMILCOM	15M MM DUPLEX SC-ST	\$13.03
33411	USM-OFPC15MST	USMILCOM	15M MM DUPLEX ST-ST	\$13.03
33411	USM-OFPC20MLC	USMILCOM	20M MM DUPLEX LC-LC	\$26.33
33411	USM-OFPC20MLC-50	USMILCOM	20M MM DUPLEX LC-LC 50/125	\$23.96
33411	USM-OFPC20MLC-AQ	USMILCOM	20M MM DUPLEX LC-LC 50/125 10G AQUA	\$36.97
33411	USM-OFPC20MLCSC	USMILCOM	20M MM DUPLEX LC-SC	\$23.63
33411	USM-OFPC20MLCST	USMILCOM	20M MM DUPLEX LC-ST	\$23.63
33411	USM-OFPC25MLC	USMILCOM	25M MM DUPLEX LC-LC	\$27.43
33411	USM-OFPC25MLC-50	USMILCOM	25M MM DUPLEX LC-LC 50/125	\$27.77
33411	USM-OFPC30MLC	USMILCOM	30M MM DUPLEX LC-LC	\$31.56
33411	USM-OFPC30MLCST	USMILCOM	30M MM DUPLEX LC-ST	\$31.22
33411	USM-OFPCS01MLC	USMILCOM	1M SM DUPLEX LC-LC	\$11.23
33411	USM-OFPCS01MLCSC	USMILCOM	1M SM DUPLEX LC-SC	\$10.72
33411	USM-OFPCS01MLCST	USMILCOM	1M SM DUPLEX LC-ST	\$10.29
33411	USM-OFPCS01MSC	USMILCOM	1M SM DUPLEX SC-SC	\$9.45
33411	USM-OFPCS01MSC-SIM	USMILCOM	1M SM SIMPLEX SC-SC	\$5.57
33411	USM-OFPCS01MSCST	USMILCOM	1M SM DUPLEX SC-ST	\$8.94
33411	USM-OFPCS01MSCST-SIM	USMILCOM	1M SM SIMPLEX SC-ST	\$5.32
33411	USM-OFPCS01MST	USMILCOM	1M SM DUPLEX ST-ST	\$8.94
33411	USM-OFPCS01MST-SIM	USMILCOM	1M SM SIMPLEX ST-ST	\$5.32
33411	USM-OFPCS02MLC	USMILCOM	2M SM DUPLEX LC-LC	\$11.73

33411	USM-OFPCS02MLC-BL	USMILCOM	2M SM DUPLEX LC-LC BLUE	\$35.79
33411	USM-OFPCS02MLCSC	USMILCOM	2M SM DUPLEX LC-SC	\$11.23
33411	USM-OFPCS02MLCSC-BL	USMILCOM	2M SM DUPLEX LC-SC BLUE	\$34.10
33411	USM-OFPCS02MLCSC-PU	USMILCOM	2M SM DUPLEX LC-SC PURPLE	\$34.10
33411	USM-OFPCS02MLCST	USMILCOM	2M SM DUPLEX LC-ST	\$10.80
33411	USM-OFPCS02MLCST-PU	USMILCOM	2M SM DUPLEX LC-ST PURPLE	\$34.10
33411	USM-OFPCS02MSC	USMILCOM	2M SM DUPLEX SC-SC	\$10.29
33411	USM-OFPCS02MSC/APC-LC	USMILCOM	2M SM DUPLEX SC-LC/APC	\$24.61
33411	USM-OFPCS02MSC-BL	USMILCOM	2M SM DUPLEX SC-SC BLUE	\$32.40
33411	USM-OFPCS02MSC-GN	USMILCOM	2M SM DUPLEX SC-SC GREEN	\$32.40
33411	USM-OFPCS02MSC-PU	USMILCOM	2M SM DUPLEX SC-SC PURPLE	\$32.40
33411	USM-OFPCS02MSC-SIM	USMILCOM	2M SM SIMPLEX SC-SC	\$5.99
33411	USM-OFPCS02MSCST	USMILCOM	2M SM DUPLEX SC-ST	\$10.29
33411	USM-OFPCS02MSCST-BL	USMILCOM	2M SM DUPLEX SC-ST BLUE	\$25.03
33411	USM-OFPCS02MSCST-PU	USMILCOM	2M SM DUPLEX SC-ST PURPLE	\$25.03
33411	USM-OFPCS02MST	USMILCOM	2M SM DUPLEX ST-ST	\$9.45
33411	USM-OFPCS02MST/APC-LC	USMILCOM	2M SM DUPLEX ST-LC/APC	\$24.36
33411	USM-OFPCS02MST-PU	USMILCOM	2M SM DUPLEX ST-ST PURPLE	\$23.63
33411	USM-OFPCS02MST-SIM	USMILCOM	2M SM SIMPLEX ST-ST	\$12.66
33411	USM-OFPCS03MFC	USMILCOM	3M SM DUPLEX FC-FC	\$24.96
33411	USM-OFPCS03MFCSC	USMILCOM	3M SM DUPLEX FC-SC	\$27.07
33411	USM-OFPCS03MFCST	USMILCOM	3M SM DUPLEX FC-ST	\$22.80
33411	USM-OFPCS03MLC	USMILCOM	3M SM DUPLEX LC-LC	\$12.24
33411	USM-OFPCS03MLC-BL	USMILCOM	3M SM DUPLEX LC-LC BLUE	\$37.14
33411	USM-OFPCS03MLC-PU	USMILCOM	3M SM DUPLEX LC-LC PURPLE	\$40.42
33411	USM-OFPCS03MLCSC	USMILCOM	3M SM DUPLEX LC-SC	\$11.73
33411	USM-OFPCS03MLCSC-APC	USMILCOM	3M SM DUPLEX LC-SC/APC	\$13.50
33411	USM-OFPCS03MLCSC-BL	USMILCOM	3M SM DUPLEX LC-SC BLUE	\$35.45

33411	USM-OFPCS03MLCSC-PU	USMILCOM	3M SM DUPLEX LC-SC PURPLE	\$41.10
33411	USM-OFPCS03MLCST	USMILCOM	3M SM DUPLEX LC-ST	\$11.31
33411	USM-OFPCS03MLCST-BL	USMILCOM	3M SM DUPLEX LC-ST BLUE	\$33.76
33411	USM-OFPCS03MLCST-PU	USMILCOM	3M SM DUPLEX LC-ST PURPLE	\$33.76
33411	USM-OFPCS03MLC-UPC	USMILCOM	3M SM DUPLEX LC/UPC- LC/UPC	\$25.31
33411	USM-OFPCS03MSC	USMILCOM	3M SM DUPLEX SC-SC	\$11.14
33411	USM-OFPCS03MSC/APC	USMILCOM	3M SM DUPLEX SC/APC- SC/APC	\$11.77
33411	USM-OFPCS03MSC/APC-LC	USMILCOM	3M SM DUPLEX SC-LC/APC	\$25.25
33411	USM-OFPCS03MSC/APC-SC	USMILCOM	3M SM DUPLEX SC-SC/APC	\$27.17
33411	USM-OFPCS03MSC/APC-ST	USMILCOM	3M SM DUPLEX SC/APC-ST	\$25.74
33411	USM-OFPCS03MSC-BL	USMILCOM	3M SM DUPLEX SC-SC BLUE	\$33.76
33411	USM-OFPCS03MSC-GN	USMILCOM	3M SM DUPLEX SC-SC GREEN	\$33.76
33411	USM-OFPCS03MSC-PU	USMILCOM	3M SM DUPLEX SC-SC PURPLE	\$33.76
33411	USM-OFPCS03MSCST	USMILCOM	3M SM DUPLEX SC-ST	\$10.97
33411	USM-OFPCS03MSCST-PU	USMILCOM	3M SM DUPLEX SC-ST PURPLE	\$25.31
33411	USM-OFPCS03MST	USMILCOM	3M SM DUPLEX ST-ST	\$10.04
33411	USM-OFPCS03MST-BL	USMILCOM	3M SM DUPLEX ST-ST BLUE	\$30.38
33411	USM-OFPCS03MST-PU	USMILCOM	3M SM DUPLEX ST-ST PURPLE	\$22.50
33411	USM-OFPCS03MST-PU-SIM	USMILCOM	3M SM SIMPLEX ST-ST PURPLE	\$13.35
33411	USM-OFPCS03MST-SIM	USMILCOM	3M SM SIMPLEX ST-ST	\$5.83
33411	USM-OFPCS04MLC	USMILCOM	4M SM DUPLEX LC-LC	\$12.75
33411	USM-OFPCS04MLCSC	USMILCOM	4M SM DUPLEX LC-SC	\$12.24
33411	USM-OFPCS04MLCSC-PU	USMILCOM	4M SM DUPLEX LC-SC PURPLE	\$25.31
33411	USM-OFPCS04MLCST-PU	USMILCOM	4M SM DUPLEX LC-ST PURPLE	\$25.31
33411	USM-OFPCS04MSC	USMILCOM	4M SM DUPLEX SC-SC	\$11.98
33411	USM-OFPCS04MSC/APC-LC	USMILCOM	4M SM DUPLEX SC-LC/APC	\$25.91
33411	USM-OFPCS04MSCST	USMILCOM	4M SM DUPLEX SC-ST	\$11.98

33411	USM-OFPCS04MSCST-PU-SIM	USMILCOM	4M SM SIMPLEX SC-ST PURPLE	\$25.31
33411	USM-OFPCS04MST-PU	USMILCOM	4M SM DUPLEX ST-ST PURPLE	\$25.31
33411	USM-OFPCS04MST-PU-SIM	USMILCOM	4M SM SIMPLEX ST-ST PURPLE	\$25.31
33411	USM-OFPCS05FTSC	USMILCOM	5' SM DUPLEX SC-SC	\$12.83
33411	USM-OFPCS05FTSCST	USMILCOM	5' SM DUPLEX SC-ST	\$12.07
33411	USM-OFPCS05MLC	USMILCOM	5M SM DUPLEX LC-LC	\$13.25
33411	USM-OFPCS05MLCSC	USMILCOM	5M SM DUPLEX LC-SC	\$12.75
33411	USM-OFPCS05MLCSC-BL	USMILCOM	5M SM DUPLEX LC-SC BLUE	\$37.64
33411	USM-OFPCS05MLCSC-PU	USMILCOM	5M SM DUPLEX LC-SC PURPLE	\$43.36
33411	USM-OFPCS05MLCSC-SIM	USMILCOM	5M SM SIMPLEX LC-SC	\$7.22
33411	USM-OFPCS05MLCST	USMILCOM	5M SM DUPLEX LC-ST	\$12.32
33411	USM-OFPCS05MLCST-BL	USMILCOM	5M SM DUPLEX LC-ST BLUE	\$35.95
33411	USM-OFPCS05MSC	USMILCOM	5M SM DUPLEX SC-SC	\$12.83
33411	USM-OFPCS05MSC/APC-LC	USMILCOM	5M SM DUPLEX SC-LC/APC	\$26.55
33411	USM-OFPCS05MSC-BL	USMILCOM	5M SM DUPLEX SC-SC BLUE	\$35.95
33411	USM-OFPCS05MSCST	USMILCOM	5M SM DUPLEX SC-ST	\$12.07
33411	USM-OFPCS05MST	USMILCOM	5M SM DUPLEX ST-ST	\$11.26
33411	USM-OFPCS05MST/APC-LC	USMILCOM	5M SM DUPLEX ST-LC/APC	\$26.29
33411	USM-OFPCS05MST-BL	USMILCOM	5M SM DUPLEX ST-ST BLUE	\$32.57
33411	USM-OFPCS05MST-PU	USMILCOM	5M SM DUPLEX ST-ST PURPLE	\$23.65
33411	USM-OFPCS06MLC	USMILCOM	6M SM DUPLEX LC-LC	\$13.76
33411	USM-OFPCS06MLCSC	USMILCOM	6M SM DUPLEX LC-SC	\$13.25
33411	USM-OFPCS06MSC	USMILCOM	6M SM DUPLEX SC-SC	\$13.42
33411	USM-OFPCS07MLC	USMILCOM	7M SM DUPLEX LC-LC	\$14.26
33411	USM-OFPCS07MLCSC	USMILCOM	7M SM DUPLEX LC-SC	\$13.76
33411	USM-OFPCS07MLCST	USMILCOM	7M SM DUPLEX LC-ST	\$13.33
33411	USM-OFPCS07MSC	USMILCOM	7M SM DUPLEX SC-SC	\$14.04
33411	USM-OFPCS07MST	USMILCOM	7M SM DUPLEX ST-ST	\$13.56
33411	USM-OFPCS08MLC	USMILCOM	8M SM DUPLEX LC-LC	\$14.77
33411	USM-OFPCS08MLCSC	USMILCOM	8M SM DUPLEX LC-SC	\$14.26
33411	USM-OFPCS08MLCST	USMILCOM	8M SM DUPLEX LC-ST	\$13.84
33411	USM-OFPCS09MLC	USMILCOM	9M SM DUPLEX LC-LC	\$15.28
33411	USM-OFPCS100FTLCSC	USMILCOM	100' SM DUPLEX LC-SC	\$25.40

33411	USM-OFPCS100FTSC	USMILCOM	100' SM DUPLEX SC-SC	\$25.82
33411	USM-OFPCS10MLC	USMILCOM	10M SM DUPLEX LC-LC	\$15.78
33411	USM-OFPCS10MLCST	USMILCOM	10M SM DUPLEX LC-ST	\$14.85
33411	USM-OFPCS10MLCST-BL	USMILCOM	10M SM DUPLEX LC-ST BLUE	\$37.55
33411	USM-OFPCS10MLCST-PU	USMILCOM	10M SM DUPLEX LC-ST PURPLE	\$29.74
33411	USM-OFPCS10MSC	USMILCOM	10M SM DUPLEX SC-SC	\$15.86
33411	USM-OFPCS10MSCST	USMILCOM	10M SM DUPLEX SC-ST	\$14.94
33411	USM-OFPCS10MSCST-BL	USMILCOM	10M SM DUPLEX SC-ST BLUE	\$30.23
33411	USM-OFPCS10MST	USMILCOM	10M SM DUPLEX ST-ST	\$14.10
33411	USM-OFPCS10MST-PU	USMILCOM	10M SM DUPLEX ST-ST PURPLE	\$29.18
33411	USM-OFPCS15MLC	USMILCOM	15M SM DUPLEX LC-LC	\$18.31
33411	USM-OFPCS15MLCSC	USMILCOM	15M SM DUPLEX LC-SC	\$17.81
33411	USM-OFPCS15MLCSC-BL	USMILCOM	15M SM DUPLEX LC-SC BLUE	\$48.95
33411	USM-OFPCS15MLCSC-PU	USMILCOM	15M SM DUPLEX LC-SC PURPLE	\$38.82
33411	USM-OFPCS15MLCST	USMILCOM	15M SM DUPLEX LC-ST	\$17.38
33411	USM-OFPCS15MLCST-BL	USMILCOM	15M SM DUPLEX LC-ST BLUE	\$47.26
33411	USM-OFPCS15MLCST-PU	USMILCOM	15M SM DUPLEX LC-ST PURPLE	\$38.82
33411	USM-OFPCS15MSC	USMILCOM	15M SM DUPLEX SC-SC	\$15.86
33411	USM-OFPCS15MSC-BL	USMILCOM	15M SM DUPLEX SC-SC BLUE	\$47.26
33411	USM-OFPCS15MSCST-PU-SIM	USMILCOM	15M SM SIMPLEX SC-ST PURPLE	\$20.10
33411	USM-OFPCS15MST-BL	USMILCOM	15M SM DUPLEX ST-ST BLUE	\$43.89
33411	USM-OFPCS20MLC	USMILCOM	20M SM DUPLEX LC-LC	\$20.85
33411	USM-OFPCS20MLCSC	USMILCOM	20M SM DUPLEX LC-SC	\$20.34

33411	USM-OFPCS20MLCST	USMILCOM	20M SM DUPLEX LC-ST	\$19.91
33411	USM-OFPCS20MSC	USMILCOM	20M SM DUPLEX SC-SC	\$21.86
33411	USM-OFPCS25MLCSC	USMILCOM	25M SM DUPLEX LC-SC	\$22.87
33411	USM-OFPCS30MLCSC	USMILCOM	30M SM DUPLEX LC-SC	\$25.40
33411	USM-OFPCS30MSC	USMILCOM	30M SM DUPLEX SC-SC	\$25.82
33411	USM-OFPCS60MST-PU-SIM	USMILCOM	60M SM SIMPLEX ST-ST PURPLE	\$37.05
33411	PVHC1000-1	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 32 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. Non-SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Mac	\$146.10
33411	PVHC1000-2	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 64 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. Non-SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Ma	\$206.55
33411	PVHC1000-3	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 128 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. Non-SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Ma	\$352.64

33411	PVHC1000-4	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 256 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. Non-SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Ma	\$564.23
33411	PVHC1000-5	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 512 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$755.67
33411	PVHC1010-1	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 32 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$146.10
33411	PVHC1010-2	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 64 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$206.55
33411	PVHC1010-3	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 128 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$352.64

33411	PVHC1010-4	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 256 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$564.23
33411	PVHC1010-5	SPYRUS SOLUTIONS	PocketVault P-3X USB 3.0 SSD memory - 512 GB, PKI enabled, XTS-AES 256 hardware encrypted storage device. FIPS 140-2 Level 3 validated. SPYRUS Enterprise Management Software (SEMS) Platform enabled. Includes PKCS #11 software for Windows/Linux/Macint	\$755.67
33411	USB480-S	SPYRUS SOLUTIONS	One Rosetta USB, readerless smart card, FIPS 140-2 Level 3 validated, SPYCOS 2.3, 32 and 64 bit computer systems support, - Purchase price includes a one (1) year hardware warranty from date of purchase and (1) year of Platinum Support from date of p	\$37.78
33411	RSM13-02010	SPYRUS SOLUTIONS	One Rosetta microSDHC TrustedFlash 4GB for encrypted data storage for mobile devices, class 6, SPYCOS 2.4, PKI enabled, XTS AES 256 hardware encrypted, FIPS 140-2 Level 3 validated. Includes one year of Platinum Support with telephone and/or e-mail su	\$65.49
33411	RSM23-02010	SPYRUS SOLUTIONS	One Rosetta microSDHC TrustedFlash 8GB for encrypted data storage for mobile devices, class 6, SPYCOS 2.4, PKI enabled, XTS AES 256 hardware encrypted, FIPS 140-2 Level 3 validated. Includes one year of Platinum Support with telephone and/or e-mail	\$80.60

33411	RSM33-02010	SPYRUS SOLUTIONS	Portable Workplace Windows To Go Drive - 16 GB USB 3.0 SSD quality memory, Unencrypted, utilizes BitLocker. Purchase price includes a three (3) year hardware warranty (except memory and tether for cap which has no warranty) and one (1) year of Platin	\$125.94
33411	SPW1110001-2	SPYRUS SOLUTIONS	"Portable Workplace Windows To Go Drive - 64 GB USB 3.0 SSD quality memory, Unencrypted, utilizes BitLocker - Purchase price includes a three (3) year hardware warranty (except memory and tether for cap which has no warranty) and one (1) year of Plat	\$186.40
33411	SPW1110001-3	SPYRUS SOLUTIONS	"Portable Workplace Windows To Go Drive - 128 GB USB 3.0 SSD quality memory, Unencrypted, utilizes BitLocker - Purchase price includes a three (3) year hardware warranty (except memory and tether for cap which has no warranty) and one (1) year of PI	\$352.64
33411	SPW1110001-4	SPYRUS SOLUTIONS	Portable Workplace Windows To Go Drive - 256 GB USB 3.0 SSD quality memory, Unencrypted, utilizes BitLocker - Purchase price includes a three (3) year hardware warranty (except memory and tether for cap which has no warranty) and one (1) year of Plat	\$554.16
33411	SPW1110001-5	SPYRUS SOLUTIONS	Portable Workplace Windows To Go Drive - 512 GB USB 3.0 SSD quality memory, Unencrypted, utilizes BitLocker - Purchase price includes a three (3) year hardware warranty (except memory and tether for cap which has no warranty) and one (1) year of Plat	\$700.24

33411	SPW1210001-2	SPYRUS SOLUTIONS	Secure Portable Workplace Windows To Go Drive, 64 GB USB 3.0 SSD quality memory, XTS AES 256 2-Key hardware sector-based encryption - FIPS 140-2 Level 3 - Optional Read Only setting, Optional Data Vault setting - Purchase price includes a three (3) y	\$211.59
33411	SPW1210001-3	SPYRUS SOLUTIONS	Secure Portable Workplace Windows To Go Drive, 128 GB - USB 3.0 SSD quality memory, XTS AES 256 2-Key hardware sector-based encryptio - FIPS 140-2 Level 3 - Optional Read Only setting, Optional Data Vault setting - Purchase price includes a three (\$397.98
33411	SPW1210001-4	SPYRUS SOLUTIONS	Secure Portable Workplace Windows To Go Drive, 256 GB USB 3.0 SSD quality memory, XTS AES 256 2-Key hardware sector-based encryption - FIPS 140-2 Level 3 - Optional Read Only setting, Optional Data Vault setting- Purchase price includes a three (3) y	\$599.50
33411	SPW1230001-2	SPYRUS SOLUTIONS	WorkSafe Pro Windows To Go Drive, 64 GB Includes PKCS #11 software for Windows/Linux/Macintosh, model number RPC10000 available on download. - Embedded readerless FIPS 140-2 Level 3 validated smart card, CCID - USB 3.0 SSD quality memory, XTS AES 2	\$231.74

33411	SPW1230001-3	SPYRUS SOLUTIONS	WorkSafe Pro Windows To Go Drive, 128 GB. Includes PKCS #11 software for Windows/Linux/Macintosh, model number RPC10000 available on download. - Embedded readerless FIPS 140-2 Level 3 validated smart card, CCID - USB 3.0 SSD quality memory, XTS AE	\$453.40
33411	SPW1230001-4	SPYRUS SOLUTIONS	WorkSafe Pro Windows To Go Drive, 256 GB. Includes PKCS #11 software for Windows/Linux/Macintosh, model number RPC10000 available on download. - Embedded readerless FIPS 140-2 Level 3 validated smart card, CCID - USB 3.0 SSD quality memory, XTS AE	\$629.72
33411	WGX130001-3	SPYRUS SOLUTIONS	WorkSafe Pro Xtreme 128 GB- - Allows up to four (4) cryptographically separated profiles. Recommended profile size is a minimum 64GB each. Includes PKCS #11 software for Windows/Linux/Macintosh, model number RPC10000 available on download. - Embed	\$498.74
33411	WGX130001-4	SPYRUS SOLUTIONS	WorkSafe Pro Xtreme 256 GB - - Allows up to four (4) cryptographically separated profiles. Recommended profile size is a minimum 64GB each. Includes PKCS #11 software for Windows/Linux/Macintosh, model number RPC10000 available on download.- Embe	\$730.48
33411	SPY CYSEC-LAN	SPYRUS SOLUTIONS	SPYRUS Cryptosec LAN General purpose network attached HSM. 3600 RSA 2014 signatures per second	\$23,778.34

33411	SPY CYSEC-SIGN SERVER	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Corporate Digital signature server. Certificate repository. Includes CSP Module - License for 50 certificates. Secure certificates repository on HSM	\$43,639.29
33411	SPY CYSEC-SIGN SERVER STD 8*5 SUPPORT &	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Corporate Digital signature server. Certificate repository 8*5 Support & maintenance	\$8,727.86
33411	SPY CYSEC-SIGN SERVER PREMIUM 24*7 SUPPO	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Corporate Digital signature server. Certificate repository 24*7 Support & maintenance	\$13,091.79
33411	SPY CYSEC-SIGN SERVER CSP-500 STD 8*5 SU	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 500 users 8*5 Support & maintenance	\$1,964.74
33411	SPY CYSEC-SIGN SERVER CSP-500 PREMIUM 24	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 500 users 24*7 Support & maintenance	\$2,947.10
33411	SPY CYSEC-SIGN SERVER CSP-1000 STD 8*5 S	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 1000 users 8*5 Support & maintenance	\$3,143.58
33411	SPY CYSEC-SIGN SERVER CSP-1000 PREMIUM 2	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 1000 users 24*7 Support & maintenance	\$4,715.37
33411	SPY CYSEC-SIGN SERVER CSP-5000 STD 8*5 S	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 5000 users 8*5 Support & maintenance	\$8,513.85
33411	SPY CYSEC-SIGN SERVER CSP-5000 PREMIUM 2	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 50000 users 24*7 Support & maintenance	\$12,770.78
33411	SPY CYSEC-SIGN SERVER CSP-50000 STD 8*5	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 50000 users 8*5 Support & maintenance	\$35,758.19

33411	SPY CYSEC-SIGN SERVER CSP-50000 PREMIUM	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 5000 users 24*7 Support & maintenance	\$53,637.28
33411	SPY CYSEC-SIGN SERVER CSP-100000 STD 8*5	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 100000 users 8*5 Support & maintenance	\$50,061.46
33411	SPY CYSEC-SIGN SERVER CSP-100000 PREMIUM	SPYRUS SOLUTIONS	SPYRUS Cryptosign Server. Certificate repository 100000 users 24*7 Support & maintenance	\$75,092.19
33411	SPY CYSEC- MAIL	SPYRUS SOLUTIONS	SPYRUS CSP Cryptosec Mail Server (Corporate email eSign & encryption)	\$32,619.65
33411	SPY CYSEC-MAIL SERVER STD 8*5 SUPPORT &	SPYRUS SOLUTIONS	SPYRUS Cryptosec Mail Server. Corporate email signature server 8*5 Std Support & maintenance	\$6,523.93
33411	SPY CYSEC-MAIL SERVER PREMIUM 24*7 SUPPO	SPYRUS SOLUTIONS	SPYRUS Cryptosec Mail. Corporate Digital signature server Premium 24*7 Support & maintenance	\$9,785.89
33411	SPY CYSEC-MAIL-MOD	SPYRUS SOLUTIONS	SPYRUS Cryptosec Mail Encryption add module (Requires Cryptosec Mail)	\$9,256.93
33411	SPY CYSEC-MAIL ENC MODE STD 8*5 SUPPORT	SPYRUS SOLUTIONS	SPYRUS Cryptosec Mail Encryption add module (Requires Cryptosec Mail) 8*5 Std Support & maintenance	\$1,851.39
33411	SPY CYSEC-MAIL ENC MODE PREMIUM 24*7 SUP	SPYRUS SOLUTIONS	SPYRUS Cryptosec Mail Encryption add module (Requires Cryptosec Mail) 24*7 Support & maintenance	\$2,777.08
33411	SPY OPENKEY-CA-SUBORDINATE	SPYRUS SOLUTIONS	CA (Certification Authority) Subordinate in appliance format. Includes Cryptosec LAN HSM. Unlimited	\$48,488.66

			certificates generation	
33411	SPY OPENKEY-RA (REGISTRATION AUTHORITY)	SPYRUS SOLUTIONS	SPYRUS REGISTRATION AUTHORITY in appliance format. Includes Cryptosec LAN HSM. Unlimited use	\$48,048.36
33411	SPY OPENKEY-VA (VALIDATION AUTHORITY)	SPYRUS SOLUTIONS	SPYRUS VA (Validation Authority) OSCP + SIGN in appliance format. Includes Cryptosec LAN HSM. Unlimited use	\$54,395.97
33411	SPY OPENKEY-TSA	SPYRUS SOLUTIONS	SPYRUS TSA (Time Stamping Authority) in appliance format. Includes Cryptosec LAN HSM. Unlimited use	\$54,395.97
33411	DPC1000	SPYRUS	DPC1000 Security chip: FIPS 140-2 level 3 validated certificate. Integrated cryptographic operating system, QFN package. Minimum order quantities apply	\$14.54
33411	DPT1100	SPYRUS	DPT1100 Authentication Token: USB 2.0, FIPS 140-2 level 3 Rosetta Microcontroller embedded. Includes first year support.	\$43.62
33411	DPT1200	SPYRUS	DPT1200 Authentication Token: microSDHC, class 6, 4 GB, FIPS 140-2 Level 3 validated. Embedded readerless smart card, CCID. Includes first year support.	\$48.47
33411	DPT1201	SPYRUS	DPT1201 Authentication Token: microSDHC, class 6, 8 GB, FIPS 140-2 Level 3 validated. Embedded readerless smart card, CCID. Includes first year support.	\$63.01
33411	DPT1202	SPYRUS	DPT1202 Authentication Token: microSDHC, class 6, 16 GB, FIPS 140-2 Level 3 validated. Embedded readerless smart card, CCID. Includes first year support.	\$101.79

33411	DPT1203	SPYRUS	DPT1203 Authentication Token: microSDHC, class 6, 32 GB, FIPS 140-2 Level 3 validated. Embedded readerless smart card, CCID. Includes first year support.	\$145.41
33411	DPT2101	SPYRUS	DPT2101 Encrypted Token: USB3.0 Super Speed, Ultra-fast SSD memory, 32GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate. Embedded readerless smart card, CCID, Read-only optio. Includes first year su	\$140.56
33411	DPT2102	SPYRUS	DPT2102 Encrypted Token: USB3.0 Super Speed, Ultra-fast SSD memory, 64GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year su	\$198.72
33411	DPT2103	SPYRUS	DPT2103 Encrypted Token: USB3.0 Super Speed, Ultra-fast SSD memory, 128GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year s	\$339.29
33411	DPT2104	SPYRUS	DPT2104 Encrypted Token: USB3.0 Super Speed, Ultra-fast SSD memory, 256GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year s	\$542.86

33411	DPT2105	SPYRUS	DPT2105 Encrypted Token: USB3.0 Super Speed, Ultra- fast SSD memory, 512GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year su	\$727.04
33411	DPT2106	SPYRUS	DPT2106 Encrypted Token: USB3.0 Super Speed, Ultra- fast SSD memory, 1TB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year sup	\$1,066.33
33411	DPT2107	SPYRUS	DPT2107 Encrypted Token: USB3.0 Super Speed, Ultra- fast SSD memory, 2TB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Read-only option, Includes first year sup	\$2,399.23
33411	DPT2201	SPYRUS	DPT2201 Encrypted Token: microSDHC, class 6, 4GB, Hardware AES-XTS-256 encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Includes first year support. support.	\$63.01
33411	DPT2202	SPYRUS	DPT2202 Encrypted Token: microSDHC, class 6, 8GB, Hardware AES-XTS-256 encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Includes first year support. support.	\$77.55

33411	DPT2203	SPYRUS	DPT2203 Encrypted Token: microSDHC, class 6, 16GB, Hardware AES-XTS-256 encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Includes first year support.	\$121.17
33411	DPT2204	SPYRUS	DPT2204 Encrypted Token: microSDHC, class 6, 32GB, Hardware AES-XTS-256 encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smart card, CCID, Includes first year support.	\$174.49
33411	DPT3101	SPYRUS	DPT3101 PC-in-your-Pocket, Secure Bootable Token: Boot customer Linux configuration from the token on any device, USB3.0 Super Speed, Ultra-fast SSD memory, 32GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated	\$169.64
33411	DPT3102	SPYRUS	DPT3102 PC-in-your-Pocket, Secure Bootable Token: Boot Windows as well as Linux (Note: 128GB recommended for Windows), USB3.0 Super Speed, Ultra-fast SSD memory, 64GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validate	\$222.96
33411	DPT3103	SPYRUS	DPT3103 PC-in-your-Pocket, Secure Bootable Token: Boot Windows as well as Linux, USB3.0 Super Speed, Ultra-fast SSD memory, 128GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless sm	\$436.22

33411	DPT3104	SPYRUS	DPT3104PC-in-your-Pocket, Secure Bootable Token: Boot Windows as well as Linux, USB3.0 Super Speed, Ultra- fast SSD memory, 256GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless sm	\$605.87
33411	DPT3105	SPYRUS	DPT3105PC-in-your-Pocket, Secure Bootable Token: Boot Windows as well as Linux, USB3.0 Super Speed, Ultra- fast SSD memory, 512GB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless sm	\$751.28
33411	DPT3106	SPYRUS	DPT3106PC-in-your-Pocket, Secure Bootable Token: Boot Windows as well as Linux, USB3.0 Super Speed, Ultra- fast SSD memory, 1TB, Hardware AES-XTS-256 Sector-based full disk encryption, FIPS 140-2 Level 3 validated certificate, Embedded readerless smar	\$1,211.73
33411	DPA1000	SPYRUS	DPA1000 NcryptNshare secure collaboration software (Priced per token, per Year): Extends hardware encryption any storage location (Local and Cloud), Works with any Spyrus token, Allows secure data sharing with any other NcryptNshare user, Integrates	\$58.16
33411	DPS1100	SPYRUS	DPS1100 Replicator system: enables customer to provision up to 30 secure bootable tokens at a time.	\$5,331.63
33411	DPS1200	SPYRUS	DPS1200 Replication service (Priced per token): provisions any secure bootable token with a customer supplied OS image.	\$67.86

33411	DPS2100	SPYRUS	DPS2100 Device Management Server (\$20,000 initial payment, \$40 per year per token): Provision, manage, and monitor tokens, Disable or destroy tokens remotely, Deploy organizational usage policy, Supports "on prem" deployment by the customer, Includes	\$19,387.76
33411	DPS2200	SPYRUS	"DPS2100 Device Management Server Software only. Provision, manage, and monitor tokens, Disable or destroy tokens remotely, Deploy organizational usage policy, Supports ""on prem"" deployment by the customer, Includes token certificates. "	\$7,750.26
33411	DPS2201	SPYRUS	One (1) year of Platinum Support for the DPMS Software 12% of purchase price	\$930.03
33411	DPS3200	SPYRUS	Access to SPYRUS SDK/ Sample code Library and Developer Guides K32- 2-days Support token platform integration (Android, Linux and/ or Windows)	\$9,693.88
33411	DPP1130	SPYRUS	DPP1130Device Management Platform (\$20,000 initial; \$4.50 per month/auth USB Token; \$9.95 per month/32GB USB token; \$10.95 per month/64GB USB Token; \$12.95 per month/128GB USB Token; \$16.95 per month/256GB USB Token: Includes tokens, NcryptNshare, De	\$19,387.76

33411	DPP1140	SPYRUS	DPP1140Device Management Platform (\$20,000 initial; \$4.30 per month/auth USB Token; \$9.75 per month/32GB USB token; \$10.75 per month/64GB USB Token; \$12.75 per month/128GB USB Token; \$16.75 per month/256GB USB Token: Includes tokens, NcryptNshare, De	\$19,387.76
33411	DPP1150	SPYRUS	"The SPYRUS Rosetta HSM Secure Key Backup and Recovery System provides an extremely secure and cost-effective solution that enables rapid deployment with operation simplicity to a trusted Public Key Infrastructure (PKI) to support remote users and ed	\$2,665.82
325412	31000-525	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	\$45,815.62
325412	31000-530	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	\$48,284.13
325412	31000-535	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	\$50,752.64
325412	31000-540	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	\$53,221.16

325412	31000-725	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$45,815.62
325412	31000-730	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$48,284.13
325412	31000-735	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$50,752.64
325412	31000-740	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$53,221.16
325412	32000-725	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$37,916.37
325412	32000-730	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$40,384.89
325412	32000-735	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$42,853.40

325412	32000-740	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$45,321.91
325412	33000-725	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$30,017.13
325412	33000-730	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$32,485.64
325412	33000-735	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$34,954.16
325412	33000-740	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	\$37,422.67
325412	810-000032-010	FARO	Dynamic 6 Degrees of Freedom (6DOF) iADM IP52 rated Laser Tracker with precision level and integrated weather station with 80 meter range. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, and case. No WiFi.	\$103,578.84

325412	810-000046-000	FARO	FARO TracerSI (Class 2 laser), Laser Projector System with Target-less Alignment and In-Process Verification (IPV) capabilities. TracerSI Laser Projector featuring accurate 3D template projection over a range of 1.8-15.2M (6-50 Ft.). Includes projec	\$29,523.43
325412	810-000055-010	FARO	Dynamic 6 Degrees of Freedom (6DOF) iADM IP52 rated Laser Tracker with 35m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No WiF	\$83,830.73
325412	810-000093-010	FARO	iADM IP52 rated Laser Tracker with 35m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No cameras on this model.	\$59,145.59
325412	810-000093-020	FARO	iADM IP52 rated Laser Tracker with 35m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No WiFi on this model.	\$59,145.59
325412	810-000093-030	FARO	iADM IP52 rated Laser Tracker with 35m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No WiFi and no cameras on this model.	\$59,145.59

325412	810-000099-010	FARO	iADM IP52 rated Laser Tracker with 80m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No camera on this model.	\$78,893.70
325412	810-000099-020	FARO	iADM IP52 rated Laser Tracker with 80m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No WiFi on this model.	\$78,893.70
325412	810-000099-030	FARO	iADM IP52 rated Laser Tracker with 80m range, precision level, and integrated weather station. Includes 10m power/communication cables, 3m air temp sensor, mandrel, power supply, utility software, and case. No WiFi and no camera on this model.	\$78,893.70
325412	900-000012-000	FARO	For use with Gen 5 Arms. Includes: Green Laser Line Probe, calibration kit, case and standard manufacturer's warranty. Please consult your representative for recommended PC specifications based on your application.	\$19,649.37
325412	ACCS-PRB-0010	FARO	6 DoF Probe with kinematic mount which allows for fast measurement of hidden points with Vantage S6/E6 laser trackers. Kit includes 6Probe with handle, strap, 1 kinematic adapter, 1 40mm long stylus, 2 batteries, charger, calibration nest and case.	\$14,712.34

325412	ASXL001P01	FARO	Tracer M laser projector. Includes 10' power cable, 25' Cat6 ethernet cable, and standard warranty.	\$23,065.79
325412	BAS-8AXIS-V1-1M-R	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. One additional month of coverage. Not to be used as a stand alone service plan.	\$39.09
325412	BAS-8AXIS-V1-1Y-R	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, which includes parts and labor for repair. One additional year of coverage.	\$293.20
325412	BAS-8AXIS-V1-2Y-R	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, which includes parts and labor for repair. Two additional years of coverage.	\$527.76
325412	BAS-8AXIS-V1-3Y-R	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. Three additional years of coverage.	\$703.68
325412	BAS-8AXIS-V1-Y2	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 2 from point of sale.	\$195.47
325412	BAS-8AXIS-V1-Y3	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 3 from point of sale.	\$488.66
325412	BAS-8AXIS-V1-Y4	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 4 from point of sale.	\$781.86

325412	BAS-8AXIS-V1-Y5	FARO	Basic Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 5 from point of sale.	\$1,075.06
325412	BAS-ARM-G4-1M-R	FARO	Basic Care service plan for Gen 4 FARO Arm, includes parts and labor for repair. One additional month of coverage. Not to be used as a stand alone service plan.	\$136.83
325412	BAS-ARM-G4-1Y-R	FARO	Basic Care service plan for Gen 4 FARO Arm, which includes parts and labor for repair. One additional year of coverage.	\$1,641.91
325412	BAS-ARM-G5-1M-R	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. One additional month of coverage. Not to be used as a stand alone service plan.	\$127.05
325412	BAS-ARM-G5-1Y-R	FARO	Basic Care service plan for Gen 5 FARO Arm, which includes parts and labor for repair. One additional year of coverage.	\$1,417.13
325412	BAS-ARM-G5-2Y-R	FARO	Basic Care service plan for Gen 5 FARO Arm, which includes parts and labor for repair. Two additional years of coverage.	\$2,550.83
325412	BAS-ARM-G5-3Y-R	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. Three additional years of coverage.	\$3,401.11
325412	BAS-ARM-G5-Y2	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 2 from point of sale.	\$977.33

325412	BAS-ARM-G5-Y3	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 3 from point of sale.	\$2,394.46
325412	BAS-ARM-G5-Y4	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 4 from point of sale.	\$3,811.59
325412	BAS-ARM-G5-Y5	FARO	Basic Care service plan for Gen 5 FARO Arm, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 5 from point of sale.	\$5,228.72
325412	BAS-LLP-V5-1M-R	FARO	Basic Care service plan for FARO V5 LLP, includes parts and labor for repair. One additional month of coverage. Not to be used as a stand alone service plan.	\$39.09
325412	BAS-LLP-V5-1Y-R	FARO	Basic Care service plan for FARO V5 LLP, which includes parts and labor for repair. One additional year of coverage.	\$420.25
325412	BAS-LLP-V6-1M-R	FARO	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. One additional month of coverage. Not to be used as a stand alone service plan.	\$39.09
325412	BAS-LLP-V6-1Y-R	FARO	Basic Care service plan for FARO V6 LLP, which includes parts and labor for repair. One additional year of coverage.	\$361.61
325412	BAS-LLP-V6-2Y-R	FARO	Basic Care service plan for FARO V6 LLP, which includes parts and labor for repair. Two additional years of coverage.	\$654.81
325412	BAS-LLP-V6-3Y-R	FARO ₆₅	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. Three additional years of coverage.	\$869.82

325412	BAS-LLP-V6-Y2	FARO	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 2 from point of sale.	\$244.33
325412	BAS-LLP-V6-Y3	FARO	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 3 from point of sale.	\$605.94
325412	BAS-LLP-V6-Y4	FARO	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 4 from point of sale.	\$967.56
325412	BAS-LLP-V6-Y5	FARO	Basic Care service plan for FARO V6 LLP, includes parts and labor for repair. Extends the benefits of the manufacturer's warranty through year 5 from point of sale.	\$1,329.17
325412	BAS-SCN-V8-1M-R	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. One additional month of coverage.	\$351.84
325412	BAS-SCN-V8-1Y-R	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. One additional year of coverage.	\$4,143.88
325412	BAS-SCN-V8-2Y-R	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. Two additional years of coverage.	\$7,466.80
325412	BAS-SCN-V8-3Y-R	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. Three additional years of coverage.	\$9,949.22

325412	BAS-SCN-V8-Y2	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. One year of coverage in addition to the included 1-year warranty.	\$4,397.98
325412	BAS-SCN-V8-Y3	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. Two years of coverage in addition to the included 1-year warranty.	\$6,450.38
325412	BAS-SCN-V8-Y4	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. Three years of coverage in addition to the included 1-year warranty.	\$9,968.77
325412	BAS-SCN-V8-Y5	FARO	Basic Care service plan for FARO Focus Scanner, includes parts and labor for repair. Four years of coverage in addition to the included 1-year warranty.	\$13,663.07
325412	CCR-8AXIS-V1-1M-R	FARO	1 additional month of Complete Care service plan for 8 Axis V1 FARO Arm. Not to be used as a stand-alone warranty.	\$58.64
325412	CCR-8AXIS-V1-1Y-R	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$625.49
325412	CCR-8AXIS-V1-2Y-R	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Two additional years of coverage.	\$1,133.70
325412	CCR-8AXIS-V1-3Y-R	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Three additional years of coverage.	\$1,505.09

325412	CCR-8AXIS-V1-Y2	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 2 from point of sale.	\$430.03
325412	CCR-8AXIS-V1-Y3	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 3 from point of sale.	\$860.05
325412	CCR-8AXIS-V1-Y4	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 4 from point of sale.	\$1,485.54
325412	CCR-8AXIS-V1-Y5	FARO	Complete Care service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 5 from point of sale.	\$2,111.03
325412	CCR-ARM-G4-1M-R	FARO	1 additional month of Complete Care service plan for Gen 4 FARO Arm. Not to be used as a stand-alone warranty.	\$273.65
325412	CCR-ARM-G4-1Y-R	FARO	Complete Care service plan for Gen 4 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$3,283.83
325412	CCR-ARM-G5-1M-R	FARO	1 additional month of Complete Care service plan for Gen 5 FARO Arm. Not to be used as a stand-alone warranty.	\$244.33
325412	CCR-ARM-G5-1Y-R	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$2,834.26

325412	CCR-ARM-G5-2Y-R	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Two additional years of coverage.	\$5,101.66
325412	CCR-ARM-G5-3Y-R	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Three additional years of coverage.	\$6,802.22
325412	CCR-ARM-G5-Y2	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 2 from point of sale.	\$1,954.66
325412	CCR-ARM-G5-Y3	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 3 from point of sale.	\$3,909.32
325412	CCR-ARM-G5-Y4	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 4 from point of sale.	\$6,743.58
325412	CCR-ARM-G5-Y5	FARO	Complete Care service plan for Gen 5 FARO Arm, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 5 from point of sale.	\$9,577.83
325412	CCR-LLP-V5-1M-R	FARO	1 additional month of Complete Care service plan for FARO V5 LLP. Not to be used as a stand-alone warranty.	\$78.19
325412	CCR-LLP-V5-1Y-R	FARO	Complete Care service plan for FARO V5 LLP, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$908.92

325412	CCR-LLP-V6-1M-R	FARO	1 additional month of Complete Care service plan for FARO V6 LLP, . Not to be used as a stand-alone warranty.	\$68.41
325412	CCR-LLP-V6-1Y-R	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$781.86
325412	CCR-LLP-V6-2Y-R	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Two additional years of coverage.	\$1,407.36
325412	CCR-LLP-V6-3Y-R	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Three additional years of coverage.	\$1,876.47
325412	CCR-LLP-V6-Y2	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 2 from point of sale.	\$537.53
325412	CCR-LLP-V6-Y3	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 3 from point of sale.	\$1,075.06
325412	CCR-LLP-V6-Y4	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 4 from point of sale.	\$1,856.93
325412	CCR-LLP-V6-Y5	FARO	Complete Care service plan for FARO V6 LLP, includes parts and labor for repair and annual cleaning and calibration. Extends coverage through year 5 from point of sale.	\$2,638.79

325412	CCR-SCN-V8-1M-R	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. One additional month of coverage.	\$478.89
325412	CCR-SCN-V8-1Y-R	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. One additional year of coverage.	\$5,707.61
325412	CCR-SCN-V8-2Y-R	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. Two additional years of coverage.	\$10,271.74
325412	CCR-SCN-V8-3Y-R	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. Three additional years of coverage.	\$13,702.17
325412	CCR-SCN-V8-Y2	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. One year of coverage in addition to the included 1-year warranty.	\$7,212.70
325412	CCR-SCN-V8-Y3	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. Two years of coverage in addition to the included 1-year warranty.	\$10,750.63
325412	CCR-SCN-V8-Y4	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty.	\$15,344.08

325412	CCR-SCN-V8-Y5	FARO	Complete Care service plan for FARO Focus Scanner, includes parts and labor for repair and annual cleaning and calibration. Four years of coverage in addition to the included 1-year warranty.	\$20,308.92
325412	LS-8-S-150-A	FARO	Laser Scanner Focus S 150 ships with: 1x Focus S 150 with scanner base interface, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power	\$51,246.35
325412	LS-8-S-350-A	FARO	Laser Scanner Focus S 350 ships with: 1 Focus S 350 with automation adapter support, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Batter	\$59,738.04
325412	PWPP-FCS-1Y	FARO	1-Year Premium PLUS warranty extension / renewal warranty for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service and calibration.	\$10,394.42
325412	LS-8-S-70-A	FARO	Laser Scanner FocusS 350 ships with: 1 FocusS 350 with automation adapter support, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Batter	\$39,989.92

325412	PWPP-FCS-1Y-R	FARO	1-Year Premium PLUS warranty extension / renewal warranty for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service and calibration	\$8,835.30
325412	PWPP-FCS-3Y	FARO	Three-year Premium PLUS warranty extension / renewal warranty for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service and calibration.	\$24,694.20
325412	PWPP-FCS-3Y-R	FARO	Three-year Premium PLUS warranty extension / renewal warranty for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service and calibra	\$22,047.59
325412	PWS-FCS-1Y	FARO	1-Year Premium warranty extension / renewal warranty for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service.	\$9,062.78
325412	PWS-FCS-1Y-R	FARO	1-Year Premium warranty extension / renewal warranty for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping to and from a FARO Service Center, and a courtesy loaner during repair service.	\$7,704.29

325412	PWS-FCS-3Y	FARO	Three-year Premium warranty extension / renewal warranty for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center, and a courtesy loaner during repair service.	\$18,372.83
325412	PWS-FCS-3Y-R	FARO	Three-year Premium warranty extension / renewal warranty for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center, and a courtesy loaner during repair service.	\$16,398.62
325412	SMA0801-1Y	FARO	As-Built for AutoCAD Software. Extends maintenance contract of new license by 1-year.	\$1,123.93
325412	SMA0801-3Y	FARO	As-Built for AutoCAD Software. Extends maintenance contract of new license by 3 years.	\$2,619.24
325412	SMA0802-1Y	FARO	As-Built for Autodesk Revit. Extends maintenance contract of new license by 1-year.	\$791.64
325412	SMA0802-3Y	FARO	As-Built for Autodesk Revit. Extends maintenance contract of new license by 3 years.	\$1,847.15
325412	SMA0803-1Y	FARO	As-Built Suite. Extends maintenance contract of new license by 1-year.	\$1,397.58
325412	SMA0803-3Y	FARO	As-Built Suite. Extends maintenance contract of new license by 3 years.	\$3,274.06
325412	SMA0900-1M	FARO	SCENE. One-month of maintenance extension for new license. Used to align maintenance contracts of multiple licenses.	\$97.73

325412	SMA0900-1Y	FARO	SCENE. Extends maintenance contract of new license by 1-year.	\$1,153.25
325412	SMA0900-3Y	FARO	SCENE. Extends maintenance contract of new license by 3 years.	\$2,687.66
325412	SMA71106	FARO	One (1) year maintenance for CAD Import Autodesk.	\$449.57
325412	SMA71107	FARO	One (1) year maintenance for CAD Import Creo.	\$449.57
325412	SMA71110	FARO	One (1) year maintenance for BuildIT Projector -Planner	\$1,329.17
325412	SMA71111	FARO	One (1) year maintenance for BuildIT Projector - Dassault Databridge	\$449.57
325412	SMA71112	FARO	One (1) year maintenance for BuildIT Projector - Siemens PLM Databridge	\$449.57
325412	SMA51000-3Y	FARO	FARO Zone 2D annual maintenance extension at point of sale includes all product updates (as available) and top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.	\$157.98
325412	SMA51001-3Y	FARO	FARO Zone 3D annual maintenance extension at point of sale includes product updates and upgrades (as available), and top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.	\$997.28

325412	SMA51002-3Y	FARO	FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase thi	\$2,517.88
325412	SOFT10010	FARO	Perpetual license of CAM2 Full Edition. First year of maintenance included.	\$11,848.87
325412	SOFT10011	FARO	The world s smartest 3D measurement platform that delivers on the strategic goals to always deliver the best integrated FARO hardware experience, intuitive workflow and insightful reporting. The software is ideal for CAD and non-CAD inspection and G	\$8,886.65
325412	SOFT10012	FARO	The world s smartest 3D measurement platform. Ideal software solution for users that are looking to program part inspections and/or view measurement files from CAM2 Full or Probing Editions. Includes CAD Translation from all supported formats. Includ	\$2,764.74
325412	SWS-FCS-1Y	FARO	1-Year Standard warranty extension/renewal for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	\$4,730.28
325412	SWS-FCS-1Y-R	FARO	1-Year Standard warranty extension/renewal for FARO Focus Scanner, includes (1) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	\$4,020.74

325412	SWS-FCS-3Y	FARO	3-year Standard warranty extension/renewal for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	\$9,019.78
325412	SWS-FCS-3Y-R	FARO	3-year Standard warranty extension/renewal for FARO Focus Scanner, includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.	\$8,058.09
325412	SWS-SP-1Y	FARO	One (1) year extended warranty for FARO ScanPlan. Parts, labor and return shipping charges covered. Maximum of two (2) years extended warranty may be purchased. Available only at the Point of Sale.	\$967.56
325412	UUT-8AXIS-V1-1M-R	FARO	One additional month of Ultimate Uptime coverage for 8 Axis V1 FARO Arm. Not to be used as a stand-alone warranty.	\$97.73
325412	UUT-8AXIS-V1-1Y-R	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$1,055.52
325412	UUT-8AXIS-V1-2Y-R	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Two additional years of coverage.	\$1,905.79
325412	UUT-8AXIS-V1-3Y-R	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Three additional years of coverage.	\$2,541.06

325412	UUT-8AXIS-V1-Y1	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$195.47
325412	UUT-8AXIS-V1-Y2	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 2 from point of sale.	\$860.05
325412	UUT-8AXIS-V1-Y3	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 3 from point of sale.	\$1,720.10
325412	UUT-8AXIS-V1-Y4	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 4 from point of sale.	\$2,775.62
325412	UUT-8AXIS-V1-Y5	FARO	Ultimate Uptime service plan for 8 Axis V1 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 5 from point of sale.	\$3,831.13
325412	UUT-ARM-G4-1M-R	FARO	One additional month of Ultimate Uptime coverage for Gen 4 FARO Arm. Not to be used as a stand-alone warranty.	\$469.12

325412	UUT-ARM-G4-1Y-R	FARO	Ultimate Uptime service plan for Gen 4 FARO Arm, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$5,541.46
325412	UUT-ARM-G5-1M-R	FARO	One additional month of Ultimate Uptime coverage for Gen 5 FARO Arm. Not to be used as a stand-alone warranty.	\$400.71
325412	UUT-ARM-G5-1Y-R	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$4,788.92
325412	UUT-ARM-G5-2Y-R	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Two additional years of coverage.	\$8,620.05
325412	UUT-ARM-G5-3Y-R	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Three additional years of coverage.	\$11,493.40
325412	UUT-ARM-G5-Y1	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$977.33
325412	UUT-ARM-G5-Y2	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 2 from point of sale.	\$3,909.32

325412	UUT-ARM-G5-Y3	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 3 from point of sale.	\$8,698.24
325412	UUT-ARM-G5-Y4	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 4 from point of sale.	\$13,487.15
325412	UUT-ARM-G5-Y5	FARO	Ultimate Uptime service plan for Gen 5 FARO Arm, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 5 from point of sale.	\$18,276.07
325412	UUT-LLP-V5-1M-R	FARO	One additional month of Ultimate Uptime coverage for FARO V5 LLP. Not to be used as a stand-alone warranty.	\$136.83
325412	UUT-LLP-V5-1Y-R	FARO	Ultimate Uptime service plan for FARO V5 LLP, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$1,534.41
325412	UUT-LLP-V6-1M-R	FARO	One additional month of Ultimate Uptime coverage for FARO V6 LLP. Not to be used as a stand-alone warranty.	\$117.28
325412	UUT-LLP-V6-1Y-R	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$1,319.40

325412	UUT-LLP-V6-2Y-R	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Two additional years of coverage.	\$2,374.91
325412	UUT-LLP-V6-3Y-R	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Three additional years of coverage.	\$3,166.55
325412	UUT-LLP-V6-Y1	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, and a loaner during all repairs. Upgrades the included manufacturer's warranty.	\$244.33
325412	UUT-LLP-V6-Y2	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 2 from point of sale.	\$1,075.06
325412	UUT-LLP-V6-Y3	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 3 from point of sale.	\$2,150.13
325412	UUT-LLP-V6-Y4	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 4 from point of sale.	\$3,469.52

325412	UUT-LLP-V6-Y5	FARO	Ultimate Uptime service plan for FARO V6 LLP, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Extends coverage through year 5 from point of sale.	\$4,788.92
325412	UUT-SCN-V8-1M-R	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. One additional month of coverage.	\$762.32
325412	UUT-SCN-V8-1Y-R	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. One additional year of coverage.	\$9,147.81
325412	UUT-SCN-V8-2Y-R	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Two additional years of coverage.	\$16,468.01
325412	UUT-SCN-V8-3Y-R	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Three additional years of coverage.	\$21,960.60
325412	UUT-SCN-V8-Y2	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. One year of coverage in addition to the included 1-year warranty.	\$13,399.19

325412	UUT-SCN-V8-Y3	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Two years of coverage in addition to the included 1-year warranty.	\$19,644.33
325412	UUT-SCN-V8-Y4	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Three years of coverage in addition to the included 1-year warranty.	\$27,072.04
325412	UUT-SCN-V8-Y5	FARO	Ultimate Uptime service plan for FARO Focus Scanner, includes parts and labor for repair, annual cleaning and calibration, a loaner during calibration, and a loaner during all repairs. Four years of coverage in addition to the included 1-year warranty.	\$34,910.23
325412	10445	FARO	Gen 3+ Arm - Standard 3m (10') USB cable.	48.87
325412	12453	FARO	PT3 Probe Interface: 3mm Zirconia Oxide ball Probe for use with Gen 3/Gen 4 Arms.	459.35
325412	12454	FARO	PT3 Probe Interface: 6mm Zirconia Oxide ball Probe for use with Gen 3/Gen 4 Arms.	459.35
325412	12722	FARO	Probe Calibration Fixture: Remote probe calibration cone assembly. Use with all Gen 3+ Arms for probe calibration and with Gen 1/Gen 2 Arms for single point accuracy tests. Includes calibration cone and T-shaped probe calibration fixture.	136.83

325412	14178	FARO	Gen 3+ Arm Standard Base plate for all G3+ FaroArms. Includes 3.5" mounting ring and bolt holes for permanent mounting. Dimensions: Length 151mm (5.95"), Height 151mm (5.95").	488.66
325412	15036	FARO	Includes 3.5" ring mount, retractable wheels, adjustable height. Dimensions: Max base width=32.5" (82.5cm); Height 43" to 67" (109.2 to 170.1cm).	5942.17
325412	15037	FARO	Includes 3.5" ring mount, retractable wheels, adjustable height. Dimensions: Max base width=32.5" (82.5cm); Height 28" to 42" (71.1 to 106.1cm).	5942.17
325412	15258	FARO	Riser used to increase the height any rolling stand, tripod, magnetic mount or surface plate mount. 3.5" ring mount. Height: 40" (101.6cm).	860.05
325412	20146	FARO	Gen 5 Arm - Power Supply. Input voltage 110v-230v AC.	146.60

325412	20147	FARO	Lithium-ion replacement battery for all Gen 5 Arms.	107.51
325412	20623	FARO	Dual battery charger for Gen 5 Arms.	371.39
325412	20654	FARO	Battery charger for Gen 5 Arms.	244.33
325412	20735	FARO	PK1 Probe Interface: Adaptor to use a Renishaw TP-20 touch trigger probe with Gen 5 Arms.	967.56
325412	20780	FARO	PK1 Probe Interface: Universal iProbe Adaptor. Accepts M4 thread styli and styli accessories.	342.07

325412	21022	FARO	For Use with Gen 5 Arms. Includes: Blue Laser Line Probe, calibration kit, case and standard manufacturer's warranty. Please consult your FARO representative for recommended PC specifications based on your application.	29222.17
325412	21154	FARO	PK1 Probe Interface: Basic Probe kit for Gen 5 Arms includes two PK1 iProbes (6mm and 3mm ball probes), 12mm wrench, calibration cone with mounting bracket in a custom case.	2013.30
325412	21460	FARO	PT5 Probe Interface: Probe Adaptor to use PT2 probes and extensions with Gen 5 Arms.	566.85
325412	21564	FARO	M4 Stylus Interface: Stylus with a tungsten carbide point and stainless steel body. This probe requires no compensation of the measured points.	185.69
325412	21583	FARO	PK1 Probe Interface: Kinematic adaptor for PT2 adaptor for 7/8" SMR or 7/8" sphere. (Requires Probe Accsy-ARM-PT2 Adpt for 7/8" SMR to hold 7/8" SMR for TrackArm)	390.93

325412	21604	FARO	PT5 Probe Interface: Probe Extension Kit- For Gen 5 Arms. This probe extension kit contains Probe Accsy-ARM-PT5 Adpt for PT2 Probes and components with a PT2 interface: (2) 3" straight, (1) 4" straight, (1) 60 degree angle, and (1) 90 degree angle probe extensions, as well as (1) PT2, 3mm Zirconia Oxide Ball Probe, (1) PT2, 6mm Zirconia Oxide Ball Probe, and (1) 12mm wrench.	2023.07
325412	21605	FARO	PK1 Probe Interface: Includes case with a 7/8" SMR, two 7/8" calibration spheres, 7/8" drift nest, 7/8" SMR mount for Gen 5 arm and hex key. Compatible with Gen 5 Arms and all Laser Trackers.	2961.31
325412	099-03700	FARO	Break resistant target features a replaceable window collar and a single element retroreflector with a gold coating. The vertex is centered within $\pm .0076\text{mm}$ (.0003").	2541.06
325412	099-03915-01	FARO	Break resistant target features a single element retroreflector with a gold coating and a black ring. The vertex is centered within $\pm .0076\text{mm}$ (.0003").	1661.46
325412	099-03915-02	FARO	Long range break resistant target features a single element retroreflector with a gold coating and a green ring. The vertex is centered within $\pm .0076\text{mm}$ (.0003") and the dihedral angles have a tighter tolerance to permit the extended range.	2052.39

325412	099-03919-01	FARO	Break resistant target features a single element retroreflector with a gold coating and a black ring. The vertex is centered within $\pm 0.0127\text{mm}$ (.0005").	1563.73
325412	099-03920-01	FARO	Break resistant target features a single element retroreflector with a gold coating and a black ring. The vertex is centered within $\pm 0.0127\text{mm}$ (.0005").	1417.13
325412	115-000080-000	FARO	AC power cable for the Vantage E, S, laser tracker. 2.5 meter, IP52 rated cable for the USA, Canada, Mexico, and Taiwan. Suitable for power supplies with quick connect cables and Vantage E/S/E6/S6 trackers of revision 1.2 and higher.	146.60
325412	115-000084-001	FARO	Replacement cable 1.5 meter (4.9 ft.) DC cable that connects the Tracker to Power supply. For FARO Vantage E/E6 & S/S6 Trackers, only for tracker revision 1.2 and greater.	293.20
325412	115-000084-003	FARO	Replacement cable 3 meter (9.8 ft.) DC cable that connects the Tracker to Power supply. For FARO Vantage E/E6 & S/S6 Trackers, only for tracker revision 1.2 and greater.	312.75

325412	115-000084-005	FARO	Replacement cable 5 meter (16.4 ft.) DC cable that connects the Tracker to Power supply. For FARO Vantage E/E6 & S/S6 Trackers, only for tracker revision 1.2 and greater.	322.52
325412	115-000084-010	FARO	Replacement cable 10 meter (32.8 ft.) DC cable that connects the Tracker to Power supply. For FARO Vantage E/E6 & S/S6 Trackers, only for tracker revision 1.2 and greater.	390.93
325412	13402-002	FARO	Large vacuum mount designed for the Arm and Laser Tracker. Includes mount, hand pump, oil and case. 3.5" ring mount. Dimensions: Diameter= 10.75" (273mm), Height=1.75" (44.4mm).	2570.38
325412	20540-001	FARO	PK1 Probe Interface: 3mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	625.49
325412	20540-002	FARO	PK1 Probe Interface: 6mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	635.26

325412	20540-003	FARO	PK1 Probe Interface: 1mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	693.90
325412	20540-004	FARO	PK1 Probe Interface: 2mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	693.90
325412	20540-005	FARO	PK1 Probe Interface: 8mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	742.77
325412	20540-006	FARO	PK1 Probe Interface: 10mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	664.58
325412	20540-007	FARO	PK1 Probe Interface: 12mm Zirconia Oxide ball iProbe for use with Gen 5 Arms.	684.13

325412	21563-001	FARO	M4 Stylus Interface: 50mm straight ceramic stylus extension with stainless steel M4 threads.	117.28
325412	21563-002	FARO	M4 Stylus Interface: 100mm straight ceramic stylus extension with stainless steel M4 threads.	136.83
325412	21563-003	FARO	M4 Stylus Interface: 50mm straight carbon fiber stylus extension with stainless steel M4 threads.	215.01
325412	21563-004	FARO	M4 Stylus Interface: 100mm straight carbon fiber stylus extension with stainless steel M4 threads.	273.65
325412	21765-001	FARO	M4 Stylus Interface: Stylus with a 3mm Zirconia Oxide ball, tungsten carbide stem and stainless steel body. 12mm length. Requires Probe Accsy-ARM-PK1 she for M4 Styli Adapter for use with Gen 5 Arms.	244.33

325412	21765-002	FARO	M4 Stylus Interface: Stylus with a 6mm Zirconia Oxide ball, tungsten carbide stem and stainless steel body. 12mm length. Requires Probe Accsy-ARM-PK1 Adpt for M4 Styli Adapter for use with Gen 5 Arms.	254.11
325412	21765-003	FARO	M4 Stylus Interface: Stylus with a 1mm Zirconia Oxide ball, tungsten carbide stem and stainless steel body. 12mm length. Requires Probe Accsy-ARM-PK1 Adpt for M4 Styli Adapter for use with Gen 5 Arms.	244.33
325412	21765-004	FARO	M4 Stylus Interface: Stylus with a 2mm Zirconia Oxide ball, tungsten carbide stem and stainless steel body. 12mm length. Requires Probe Accsy-ARM-PK1 Adpt for M4 Styli Adapter for use with Gen 5 Arms.	244.33
325412	21765-005	FARO	M4 Stylus Interface: Stylus with a 8mm Zirconia Oxide ball, tungsten carbide stem and stainless steel body. 12mm length. Requires Probe Accsy-ARM-PK1 Adpt for M4 Styli Adapter for use with Gen 5 Arms.	283.43
325412	225-90-005	FARO	Uninterruptible Power Supply (UPS). Conditions incoming power. 1400 VA, sine waves output, 6 x 115 VAC receptacles. For US and 115 VAC countries only.	439.80

325412	2900033P08	FARO	Network Switch, 8-port	117.28
325412	31000-415	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	48768.77
325412	31000-425	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	45348.11
325412	31000-430	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	47791.44
325412	31000-435	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	50234.76

325412	31000-440	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	52678.09
325412	31000-615	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	45348.11
325412	31000-625	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	45348.11
325412	31000-630	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	47791.44
325412	31000-635	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	50234.76

325412	31000-640	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	52678.09
325412	32000-415	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	38995.47
325412	32000-425	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	37529.47
325412	32000-430	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	39972.80
325412	32000-435	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	42416.12

325412	32000-440	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	44859.45
325412	32000-525	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	37529.47
325412	32000-530	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	39972.80
325412	32000-535	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	42416.12
325412	32000-540	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	44859.45

325412	32000-615	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	38995.47
325412	32000-625	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	37529.47
325412	32000-630	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	39972.80
325412	32000-635	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	42416.12
325412	32000-640	FARO	Arm with Bluetooth and WLAN technology, calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty.	44859.45

325412	33000-525	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	29710.83
325412	33000-530	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	32154.16
325412	33000-535	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	34597.48
325412	33000-540	FARO	Arm with calibration kit, base plate, 3mm probe, 6mm probe, cables, heavy-duty case, rechargeable battery and standard manufacturer's warranty. No wireless technology installed.	37040.81
325412	415-000542-000	FARO	Top flange attaches to 250mm or 500mm 8-Axis Plate to adapt for use with the Quick Release system.	146.60

325412	443-000140-000	FARO	500mm part mounting plate for 8-Axis system. Various holes and features allow for calibration, direct part mounting and use of the Workholding Kit.	596.17
325412	473-000008-000	FARO	Folding stand compatible with all FARO arms and laser trackers. Features easy height adjustment, instrument adapter, and padded feet. Provides excellent stability and easy portability. Includes wheeled soft carry bag. Height 24" - 37.5" (0.61 - .95m), weight 29 lbs (13kg). Maximum load 150 (68kg) lbs	3567.25
325412	515-000021-000	FARO	Virtual Reality Headset Bundle for Compatible Windows PCs	561.96
325412	7000023ASY	FARO	Hard shell shipping case for the Tracer M/SI	1358.49
325412	810-000003-000	FARO	The Retroreflective Target Repair Kit includes 100 adhesive .375" retroreflective dots on a strip, and ten each of replacement .25" and .15" inserts. The inserts are installed after the dot replacement.	459.35

325412	810-000005-001	FARO	-	171.03
325412	810-000012-000	FARO	FARO TracerM laser projector featuring Class 2 laser system, accurate 3D template projection over a range of 1.8-15.2 M (6-50 Ft.). Includes projector head, power cable 3M (10'), 7M (25') CAT6 Ethernet Communication Cable and one year standard warranty.	22830.43
325412	810-000021-000	FARO	Battery for standard and advanced tracker battery module kits. This battery has a over 200 Wh capacity which provides a long runtime. Due to the large capacity it is a class 9 battery and requires special certification to ship. No case.	557.08
325412	810-000106-000	FARO	Yoke Mount Adapter and Hard Case. Includes the mandrel and receptacle.	4691.18
325412	820-000241-000	FARO	Battery for standard and advanced tracker battery module kits. This battery has a 63 Wh capacity which makes it easier to ship or fly with. Should purchase a case for every two batteries purchased.	390.93

325412	900-000025-000	FARO	8-Axis to be used in conjunction with Gen 5 Arms. Fully integrated with the FaroArm and ScanArm as a part rotational axis for probing and laser scanning. Includes: 8-Axis, 250mm plate, base mounting plate, case and standard manufacturer's warranty.	8698.24
325412	900-000034-000	FARO	Configurable part fixture system that mounts on top of the 8-Axis plate.	781.86
325412	900-000035-000	FARO	Quick release system for 8-Axis allows for easy, toolless removal of the plate. Includes the top and bottom flange parts that mount to the 8-Axis and the quick release clamp.	219.90
325412	900-000080-000	FARO	Advanced battery module kit for Vantage E/E6 and S/S6 trackers. Kit includes the module, single and dual battery charger, battery mounting hardware, and a DC power cable. Batteries not included. May need additional cables for use with an existing tracker.	6059.45
325412	950-01060	FARO	Break resistant target features a solid stainless steel ball contains an integrated retroreflector with a gold coating. The vertex is centered within $\pm 0.0508\text{mm}$ (.0020").	1856.93

325412	950-01061	FARO	Break resistant target features a solid stainless steel ball contains an integrated retroreflector with a gold coating. The vertex is centered within $\pm .0508\text{mm}$ (.0020").	1710.33
325412	950-02360	FARO	Kit includes, one.5" break resistant SMR, one.5" target nest with.500" offset,.250" shank, one.5" SMR adapter, one.5" SMR handle and carrying case with room for extra SMRs.	2931.99
325412	ACCS0039	FARO	Magnetic Cone Set (3). A set of three separate cone probe targets which are used relocate the arm and extend the measuring volume of the Arm.	1925.34
325412	ACCS0164	FARO	Includes granite surface plate with toe clamp inserts, two integrated 3.5" ring mounts, locking heavy duty casters, locking cabinet doors and a 52 piece toe clamp set. Dimensions: LxWxH= 36x24x35in (89x63x91cm). Additional shipping charges apply.	4358.89
325412	ACCS0213	FARO	Laptop Support Arm. Supports a variety of wide format notebook computers with multi-position and rotation, height adjustable ease. External clamp mount or mount directly to the Control Station base plate (ACCS0185) sold separately. Tray dimensions: 432mm x 245mm (17" x 10")	811.18

325412	ACCSS0285	FARO	Traceable3D Premium Kit. Registration spheres for increased accuracy demands. Consists of: 5x premium sphere references Ø 139mm, 5x mini tripods with washer, 5x magnet extenders, 12x flat targets, 10x precision washers and 1x light weight transport case.	1935.11
325412	ACCSS0287	FARO	A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with "KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2844.03
325412	ACCSS0289	FARO	A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with "KoppaTuff" coating. The first crate contains a 6 pack of 150mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2570.38

325412	ACCSS0299	FARO	A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.	1070.18
325412	ACCSS8001	FARO	Power Block battery for Focus laser scanner V8.	625.49
325412	ACCSS8002	FARO	Power Dock charging cradle for Focus laser scanner V8.	566.85
325412	ACCSS8004	FARO	V8 Automation Adapter. Not compatible to V6 or V7 Focus.	2423.78
325412	ACCSS8006	FARO	Power supply for Focus laser scanner V8.	131.94

325412	ACCSS8015	FARO	Upgrade Kit for Focus V8 Automation Adaptor which allows for helical applications.	459.35
325412	ACCSS8027	FARO	Test box for Automation Adapter. Recommended but not necessary for the use of the Automation Adapter. Can be used to test automation setups or to remotely control the scanner.	996.88
325412	ACCSS8028	FARO	USB cable to connect your ScanPlan to your PC.	63.53
325412	ACCSS8032	FARO	Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1114.16
325412	ACCSS8037	FARO	Power Block spare battery for the ScanPlan.	73.30

325412	ACCSS8038	FARO	Power Dock battery charging cradle for ScanPlan.	107.51
325412	ACCSS8042	FARO	Various magnetic connectors to match the smartphone's data connection interface	26.39
325412	ACCSS8047	FARO	Smartphone used to control the ScanPlan and display the 2D floor plan during mapping.	405.59
325412	ACCSS8061	FARO	Panorama camera travel tripod for FARO® ScanPlan. Maximum working height: 75 1/2" / 191.8 cm, minimum working height: 16 1/2" / 41.9 cm, folded Length: 16" / 40.6 cm, weight: 2 lbs. 10 oz / 1.19 kg	126.08
325412	ACCSS8063	FARO	High resolution panorama camera for FARO® ScanPlan, records 360° images in high resolution and high quality, still image resolution 6720 x 3360	1163.02

325412	ACCS-TOOL-0010	FARO	Tooling kit for kinematic 6Probes. Includes 2 kinematic adapters, 1 50mm extension, 1 200mm extension, 2 100mm extensions, 1 angled extension, 1 3mm tip 20mm stylus, 1 6mm tip 40mm stylus, 1 6mm tip 50mm stylus, 1 50mm scribe stylus, 1 6mm reset sphere, and 1 scribe compensation tool.	4886.65
325412	ASFX007P00	FARO	Projector mounting knob assembly, includes 4 knobs to secure the projector button hooks to the 3-axis and I-beam mounts.	39.09
325412	ASFX008P00	FARO	Ratchet handle assembly for 3-axis and I-beam mounts. Ratchet handle is used in place of the screw included with the mount for easier adjustment.	29.32
325412	ASFX028P00	FARO	Tool, Circle / Diamond / Square Tool, Certification Tool, Rolling Cart, Targets, Measured	20934.41
325412	ASST007P00	FARO	I-beam mount, attaches to 6-10" I-beams.	1055.52

325412	ASST100P00	FARO	3-axis mount, clamps to 4" OD tubes.	1075.06
325412	ASTG041P00	FARO	E size mylar Circle, Diamond, Square laser projection visual validation tool. Comes in mailing tube with CDS database on memory stick.	127.05
325412	ASTG045P00	FARO	Book of 100 sticky targets, .25" diameter on 1 x 1.5" mylar tabs	127.05
325412	C-ACC-05455-001	FARO	Hard case set includes: (10) 1.5" SMR Drift Nests, (2) 1.5" Pin Nests NEG 1/8" & 1/4" Pin, (1) 1.5" Shankless Nest with Negative Cut, (1) 1.5" Large End Adapter, (1) 5" Bar Extension, (1) 10" Bar Extension, (1) Hard Point, (1).5" Construction Ball with .25" shank, (1) Tooling Ball Adapter, (1) Pin Nest for Bar Extension with .25" shank, (1) Offset plate 3"x2"x.25" with .25" Dia Hole, (2) 1.5" Negative Drift Nest, (1) Center Punch Adapter with Transfer Punch, (1) Pole Adapter, (1) Magnetic handle for .5" SMR	3958.19

325412	C-ACC-05455-002	FARO	Set includes: (10) 1.5" SMR Drift Nests (2) 1.5" Pin Nests NEG 1/8" & 1/4" Pin (1) 1.5" Shankless Nest with Negative Cut (1) 1.5" Large End Adapter (1) 5" Bar Extension (1) 10" Bar Extension (1) Hard Point (1).5" Construction Ball with .25" shank (1) Tooling Ball Adapter (1) Pin Nest for Bar Extension with .25" shank (1) Offset plate 3"x2"x.25" with .25" Dia Hole (2) 1.5" Negative Drift Nest (1) Center Punch Adapter with Transfer Punch (1) Pole Adapter (1) Magnetic handle for .5" SMR	3860.45
325412	CAL1001P10-S	FARO	Network Cable, 10', (3M), CAT 6, Shielded	19.55
325412	CAL1001P25-S	FARO	Network Cable, 25', (7M), CAT 6, Shielded	29.32
325412	CAL1001P50-S	FARO	Network Cable, 50', (15M), CAT6, Shielded	29.32

325412	CAL1021P10	FARO	Power Cord, 120V, IEC, 3M, (10')	29.32
325412	COMP0116X64	FARO	Power User notebook computer. Contact your FARO representative for current specifications.	3489.07
325412	COMP0121X64	FARO	High-end notebook computer. Contact your FARO representative for current specifications.	4984.38
325412	COMP0123X64	FARO	High-end notebook computer. Contact your FARO representative for current specifications.	5375.31
325412	GEO-DONGLE	FARO	Required for offline dongle license option.	488.66

325412	IG-27	FARO	3.5" Mounting Ring. Standard 3.5" ring, threaded to accept Arm and Laser Tracker. Can be mounted to any flat surface with the supplied bolts and hex key.	263.88
325412	NDY-M-M-0045	FARO	Retroreflective target, .15" retro dot, 0 degree, .25" shank, .5" height	68.41
325412	NDY-M-M-0046	FARO	Retroreflective target, .15" retro dot, 45 degree, .25" shank, .5" height	68.41
325412	NDY-M-M-0047	FARO	Retroreflective target, .15" retro dot, 90 degree, .25" shank, .5" height	68.41
325412	PROBE0020	FARO	PT2 Probe Interface: Tungsten Carbide point probe. This probe requires no compensation of the measured points. Requires Probe Accsy-ARM-PT3 Adpt for PT2 Probes for use with Gen 3/Gen 4 Arms or Probe Accsy-ARM-PT5 Adpt for PT2 Probes for use with Gen 5 Arms. (Sold separately)	195.47

325412	PROBE0071	FARO	PT3 Probe Interface: Point Probe. Tungsten Carbide point probe for use with Gen 3 Arms. This probe requires no compensation of the measured points NOTE: Caution must be used when handling. Tungsten carbide is hard (9 on Moh's scale) but brittle and the tips may break if not handled with care.	459.35
325412	PROBE0073	FARO	PT3 Probe Interface: Probe Extension Kit- For Gen 3/Gen 4 Arms. This probe extension kit contains Probe Accsy-ARM-PT3 Adpt for PT2 Probes and components with a PT2 interface: (2) 3" straight, (1) 4" straight, (1) 60 degree angle, and (1) 90 degree angle probe extensions, as well as (1) PT2, 3mm Zirconia Oxide Ball Probe, (1) PT2, 6mm Zirconia Oxide Ball Probe, and (1) 12mm wrench.	1612.59
325412	SCU-00	FARO	Certification for FARO Arm includes 15 point check, inspection, mandatory upgrades and perform a calibration traceable to international standards. Additional repair charges may apply if out of warranty.	1954.66
325412	SCU-LLP	FARO	Certification for FARO LLP includes inspection, mandatory upgrades and perform a calibration traceable to international standards. Additional repair charges may apply if out of warranty.	537.53

325412	SCU-TM	FARO	FARO TracerM Factory Linearization and Calibration (Lin/Cal) service includes the following major procedures performed in sequence to ensure the projector is operating within FARO specified operating tolerances (e.g. Projection Range and Projection Accuracy); 1. Alignment Verification Process 2. Re-Linearization 3. Final Projector Calibration Procedure. If equipment is out of warranty and/or requires additional repairs and maintenance to perform the Lin/Cal Service, customer will be charged for the additional parts and labor. Includes return shipping charge.	2193.13
325412	SCU-TRN	FARO	Certification for 8 Axis FARO Arm includes inspection, mandatory upgrades and perform a calibration traceable to international standards. Additional repair charges may apply if out of warranty.	537.53
325412	SCU-TSI	FARO	FARO TracerSI Factory Linearization and Calibration (Lin/Cal) service includes the following major procedures performed in sequence to ensure the projector is operating within FARO specified operating tolerances (e.g. Projection Range and Projection Accuracy); 1. Alignment Verification Process 2. Re-Linearization 3. Final Projector Calibration Procedure. If equipment is out of warranty and/or requires additional repairs and maintenance to perform the Lin/Cal Service, customer will be charged for the	2194.11

			additional parts and labor. Includes return shipping charge.	
325412	SMA0801-1M	FARO	As-Built for AutoCAD Software. One-month of maintenance extension for new license. Used to align maintenance contracts of multiple licenses.	97.73
325412	SMA0802-1M	FARO	As-Built for Autodesk Revit. One-month of maintenance extension for new license. Used to align maintenance contracts of multiple licenses.	68.41
325412	SMA0803-1M	FARO	As-Built Suite. One-month of maintenance extension for new license. Used to align maintenance contracts of multiple licenses.	117.28
325412	SMA0807-1M	FARO	As-Built Modeler. One-month of maintenance extension for new license. Used to align maintenance contracts of multiple licenses.	39.09

325412	SMA0807-1Y	FARO	As-Built Modeler. Extends maintenance contract of new license by 1-year.	449.57
325412	SMA0807-3Y	FARO	As-Built Modeler. Extends maintenance contract of new license by 3 years.	1055.52
325412	SMAR0801-1M	FARO	As-Built for AutoCAD Software. One-month of maintenance extension for existing license. Used to align maintenance contracts of multiple licenses.	97.73
325412	SMAR0801-1Y	FARO	As-Built for AutoCAD Software. Extends maintenance contract of existing license by 1-year.	1123.93
325412	SMAR0801-3Y	FARO	As-Built for AutoCAD Software. Extends maintenance contract of existing license by 3 years.	2619.24

325412	SMAR0802-1M	FARO	As-Built for Autodesk Revit. One-month of maintenance extension for existing license. Used to align maintenance contracts of multiple licenses.	68.41
325412	SMAR0802-1Y	FARO	As-Built for Autodesk Revit. Extends maintenance contract of existing license by 1-year.	791.64
325412	SMAR0802-3Y	FARO	As-Built for Autodesk Revit. Extends maintenance contract of existing license by 3 years.	1847.15
325412	SMAR0803-1M	FARO	As-Built Suite. One-month of maintenance extension for existing license. Used to align maintenance contracts of multiple licenses.	117.28
325412	SMAR0803-1Y	FARO	As-Built Suite. Extends maintenance contract of existing license by 1-year.	1397.58

325412	SMAR0803-3Y	FARO	As-Built Suite. Extends maintenance contract of existing license by 3 years.	3274.06
325412	SMAR0807-1M	FARO	As-Built Modeler. One-month of maintenance extension for existing license. Used to align maintenance contracts of multiple licenses.	39.09
325412	SMAR0807-1Y	FARO	As-Built Modeler. Extends maintenance contract of existing license by 1-year.	449.57
325412	SMAR0807-3Y	FARO	As-Built Modeler. Extends maintenance contract of existing license by 3 years.	1055.52
325412	SMAR0900-1M	FARO	SCENE. One-month of maintenance extension for existing license. Used to align maintenance contracts of multiple licenses.	97.73

325412	SMAR0900-1Y	FARO	SCENE. Extends maintenance contract of existing license by 1-year.	1153.25
325412	SMAR0900-3Y	FARO	SCENE. Extends maintenance contract of existing license by 3 years.	2687.66
325412	SOFT10015	FARO	RPM Control Station empowers any user to perform full part inspections without any required training. Load part programs from a local database with a single click of a mouse and follow intuitive measurement instructions to determine the quality of your parts. Simple Pass/Fail status indicators remove additional analysis making the quality process simple to manage. Automatic storage of all parts inspection results allowing to predict potential failure situations based on part trend information. Includes first year of Maintenance.	2443.32
325412	SOFT51000	FARO	Quickly create 2D diagrams for investigations and pre-incident planning. Includes one (1) year of maintenance.	390.93

325412	SOFT51001	FARO	Standard version - 3D/2D diagramming, animation, analysis, and presentations for forensic scenes and security planning. Includes one (1) year of maintenance.	2443.32
325412	SOFT51002	FARO	Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.	7818.64
325412	SOFTD0801	FARO	As-Built for AutoCAD Software. New license. Includes 1-year of standard maintenance. License container sold separately.	5815.11
325412	SOFTD0802	FARO	As-Built for Autodesk Revit. New license. Includes 1-year of standard maintenance. License container sold separately.	4095.01
325412	SOFTD0803	FARO	As-Built Suite. New license. Includes 1-year of standard maintenance. License container sold separately.	7271.34

325412	SOFTD0807	FARO	As-Built Modeler. New license. Includes 1-year of standard maintenance. License container sold separately.	2345.59
325412	SOFTD0900	FARO	SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.	5971.49
325412	SOFTD51000	FARO	Quickly create 2D diagrams for investigations and pre-incident planning. Includes one (1) year of maintenance. Digital Download.	390.93
325412	SOFTD51001	FARO	3D/2D diagramming, animation, analysis, and presentations for forensic scenes and security planning. Includes one (1) year of maintenance. Digital Download.	2443.32
325412	SOFTD51002	FARO	Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance. Digital Download	7818.64

325412	SOFTD71101	FARO	Model Preparation, Analysis, Reporting, Automation, Point Cloud Processing, Model import, IGES-STEP. Includes first year of maintenance.	7818.64
325412	SOFTD71103-ADD	FARO	Real Time Data Acquisition for All Supported Devices. All Available Device Interfaces (FARO, Leica, Romer, Aicon, Creaform, etc.), Network Bundling. Includes first year of maintenance.	4886.65
325412	SOFTD71110	FARO	Enables creating, editing, and importing of projection plans. Imports IGES-STEP. Includes first year of maintenance.	6225.59
325412	SOFTD71115	FARO	Unlocks the ability to drive and project with the FARO Tracer	1465.99
325412	SOFTL0002	FARO	Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products.	195.47

325412	SOFTL0003	FARO	Soft lock network license to use up to x50 no. licenses within a network. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products	390.93
325412	SOFTL0004	FARO	Hard lock (USB Dongle) to use up to x50 no. licenses within a network. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products. Please Note: Is not available for Time-based licenses.	586.40
325412	SOFTLB0001	FARO	BuildIT serialized softlock - file to contain BuildIT license and modules.	19.55
325412	SOFTLB0002	FARO	BuildIT serialized hardlock - USB-Dongle to contain BuildIT license and modules.	215.01
325412	SOFTLB0003	FARO	Select 1 per 50 licenses. BuildIT softlock license container to use up to 50 licenses within a network. Software product license purchased separately. Can be used with BuildIT Construction or BuildIT Metrology or BuildIT Projector.	390.93

325412	SOFTS0900	FARO	SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.	5971.49
325412	SP-01	FARO	Handheld mapping device used to quickly capture 2D floor plans. Includes ScanPlan, battery, USB Data Link Cable, smartphone adapters, hard sided-case. Includes a 12 month warranty. Requires a smartphone.	9675.57
325412	SSA0801-1Y	FARO	As-Built for AutoCAD Software. One year time based new license.	1944.89
325412	SSA0801-3M	FARO	As-Built for AutoCAD Software. Three months time based new license.	733.00
325412	SSA0801-3Y	FARO	As-Built for AutoCAD Software. Three years time based new license.	5238.49

325412	SSA0802-1Y	FARO	As-Built for Autodesk Revit. One year time based new license.	1368.26
325412	SSA0802-3M	FARO	As-Built for Autodesk Revit. Three months time based new license.	517.98
325412	SSA0802-3Y	FARO	As-Built for Autodesk Revit. Three years time based new license.	3684.53
325412	SSA0803-1Y	FARO	As-Built Suite. One year time based new license.	2423.78
325412	SSA0803-3M	FARO	As-Built Suite. Three months time based new license.	908.92

325412	SSA0803-3Y	FARO	As-Built Suite. Three years time based new license.	6548.11
325412	SSA0807-1Y	FARO	As-Built Modeler. One year time based new license.	781.86
325412	SSA0807-3M	FARO	As-Built Modeler. Three months time based new license.	293.20
325412	SSA0807-3Y	FARO	As-Built Modeler. Three years time based new license.	2111.03
325412	SSA0900-1Y	FARO	SCENE. One year time based new license.	1993.75

325412	SSA0900-3M	FARO	SCENE. Three months time based new license.	752.54
325412	SSA0900-3Y	FARO	SCENE. Three years time based new license.	5375.31
325412	SSAR0801-1Y	FARO	As-Built for AutoCAD Software. One year time based renewal of existing license.	1944.89
325412	SSAR0801-3M	FARO	As-Built for AutoCAD Software. Three months time based renewal of existing license.	733.00
325412	SSAR0801-3Y	FARO	As-Built for AutoCAD Software. Three years time based renewal of existing license.	5238.49

325412	SSAR0802-1Y	FARO	As-Built for Autodesk Revit. One year time based renewal of existing license.	1368.26
325412	SSAR0802-3M	FARO	As-Built for Autodesk Revit. Three months time based renewal of existing license.	517.98
325412	SSAR0802-3Y	FARO	As-Built for Autodesk Revit. Three years time based renewal of existing license.	3684.53
325412	SSAR0803-1Y	FARO	As-Built Suite. One year time based renewal of existing license.	2423.78
325412	SSAR0803-3M	FARO	As-Built Suite. Three months time based renewal of existing license.	908.92

325412	SSAR0803-3Y	FARO	As-Built Suite. Three years time based renewal of existing license.	6548.11
325412	SSAR0807-1Y	FARO	As-Built Modeler. One year time based renewal of existing license.	781.86
325412	SSAR0807-3M	FARO	As-Built Modeler. Three months time based renewal of existing license.	293.20
325412	SSAR0807-3Y	FARO	As-Built Modeler. Three years time based renewal of existing license.	2111.03
325412	SSAR0900-1Y	FARO	SCENE. One year time based renewal of existing license.	1993.75

325412	SSAR0900-3M	FARO	SCENE. Three months time based renewal of existing license.	752.54
325412	SSAR0900-3Y	FARO	SCENE. Three years time based renewal of existing license.	5375.31
325412	TR-AS-SCN-O	FARO	One day hands-on Scanner training session to help solve customer specific applications. Customer site trainings are designed for up to four people to ensure proper transfer of knowledge and understanding. Price per class.	2827.42
325412	TR-AS-SCN-OA	FARO	Additional day hands-on Scanner training session to help solve customer specific applications, taken in conjunction with purchase of initial day of training. NOTE: Customer site trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding.	1472.84
325412	TR-AS-TCR-O	FARO	One day hands on laser projection training session performed at the customer site. Customer site trainings are designed for up to four people to ensure proper transfer of knowledge and understanding.	2827.42

325412	TR-AS-TCR-OA	FARO	Additional one day hands on laser projection training session performed at the customer site taken in conjunction with purchase of initial day of training. Customer site trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding.	1472.84
325412	TR-BIT-O	FARO	Three-day training course that discusses FARO Hardware with BuildIT Metrology Software, setup, and basic measurements. Customer Site Trainings are designed for up to four trainees to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	7290.88
325412	TR-FZ3-AA	FARO	Four-hour virtual classroom training. This course builds upon the basics of animation covered in the FARO Zone3D Core Training course.	488.66
325412	TR-FZ3-AD	FARO	Four-hour virtual classroom training. This course builds upon the basics of diagramming covered in the FARO Zone3D Core Training course.	488.66
325412	TR-FZ3-CSI	FARO	Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily hand measurements (non-laser scanner data) to complete analysis.	488.66

325412	TR-FZ3-CSI-PC	FARO	Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete analysis.	488.66
325412	TR-FZ3-PP	FARO	Four-hour virtual classroom training. This course is designed for students who will be using the ScanPlan for pre-incident planning and diagramming.	488.66
325412	TR-FZ3-TCI	FARO	Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily hand measurements (non-laser scanner data) to complete crash investigations.	488.66
325412	TR-FZ3-TCI-PC	FARO	Four-hour virtual classroom training. This course is designed for Investigators who will be using primarily laser scanner data to complete crash investigations.	488.66
325412	TR-SCN-FA	FARO	Three-day course for one additional trainee at an approved FARO training facility that discusses LS operation, setup and basic measurements. NOTE: Classroom trainings are scheduled on a first come first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met.	1107.31

325412	TR-SCN-FOR-O	FARO	Five-day industry specific Scanner training for accident reconstruction and forensics applications to be conducted by an industry except with experience in accident reconstruction and forensics and a variety of associated software packages. This customer site class includes basics of hardware and Scene software, as well as customized training in the customers' applications. Note: Customer site trainings are designed for up to four (4) trainees to ensure proper transfer of knowledge and understanding. Price per class.	11180.65
325412	TR-SCN-O	FARO	Three-day training course that discusses the principles of Scanner operation, setup, and basic measurements. Customer Site Trainings are designed for up to Four trainees to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days	8471.50
325412	TR-SCN-POS-FOR-O	FARO	Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	8923.02

325412	TR-SCN-POS-O	FARO	Available only at point of FARO system sale. Customer Site Upgrade - three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	5085.05
325412	XH14-0153	FARO	Stand Extension 20". Riser used to increase the height of any rolling stand, tripod, magnetic mount or surface plate mount. 3.5" ring mount. Length: 20" (50.8cm).	478.89
325412	XH14-0167	FARO	Stand Extension 400mm. Riser used to increase the height of any rolling stand, tripod, magnetic mount or surface plate mount. 3.5" ring mount. Height: 400mm (15.7").	478.89
325412	XH14-0168	FARO	Stand Extension 600mm. Riser used to increase the height of any rolling stand, tripod, magnetic mount or surface plate mount. 3.5" ring mount. Height: 600mm (23.6").	557.08
325412	900-000099-000	FARO	Freestyle2_Sensor_FARO	13,189.07

54151ECOM	0001	RHINOGRAM	Rhinogram Base Platform including: Unlimited True Two-way Texting (SMS,MMS), Smart Routing, RhinoSecureTM, Facebook Messenger Integration, Web Form (1per Phone Line), Image/Document Storage & Transmission (PNG, JPG, JPEG, PDF, GIF, BMP), 1 Licensed Provider (Full- time MD, DPT, DO), 1 Text Enabled Phone Line, Unlimited Ancillary Staff Users, Unlimited Team Messages.	\$469.12
54151ECOM	0002	RHINOGRAM	Additional Provider	\$146.60
54151ECOM	0003	RHINOGRAM	Additional Location	\$146.60
54151ECOM	0004	RHINOGRAM	RhinoVideo Seat	\$48.87
54151ECOM	0005	RHINOGRAM	Text Enabled Phone Lines	\$34.21
54151ECOM	0006	RHINOGRAM	RhinoPayTM- Secure text-to-pay service and payment consent functionality.	\$97.73
54151ECOM	0007	RHINOGRAM	One-Time Setup, Training & Installation. Includes up to 6 hours total configuration, installation and training per location.	\$976.35

54151ECOM	0008	RHINOGRAM	Additional configuration, installation and training hours required, billed hourly.	\$122.17
	RESERVED			



Agenda Item

City Council

Item #: 3.30.

9/14/2021

File #: 21-0490

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Update to the Transportation System Improvement Program fee nexus study.

2. SUMMARY

The Transportation System Improvement Fee was modernized and adopted by City Council in 2020, resulting in a fee program that was more sustainable, flexible, and fair. A fee nexus study was developed to support those recently approved changes. This minor update amends information in the project listing contained in that nexus study, while keeping the fee structure and amounts unchanged.

3. RECOMMENDED ACTION

Approve the updated nexus study.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b. Provide and maintain infrastructure necessary to ensure the safety of the public

Goal 2: Be a fiscally healthy community

b. Analyze future fiscal needs and potential revenue opportunities

6. DISCUSSION AND BACKGROUND

The City has been assessing a Transportation System Improvement Program (TSIP) fee on new development for many years. Considered a mitigation fee under the California Government Code, TSIP effectively provides a mechanism for development to pay its fair share toward additional transportation infrastructure needs. Over the years, TSIP has undergone major updates on several occasions, most recently in 2020 to address some limitations with the previous fee program.

The 2020 fee update accomplished several key goals, including (1) consolidating the city into a single citywide fee area; (2) establishing a fee level that would meet future infrastructure needs without overburdening development; (3) building in an escalation factor that allows the fee to keep pace with construction costs, and (4) developing a more comprehensive list of projects that can be funded through the TSIP.

Chapter 15.41 of the Orange Municipal Code requires that the TSIP be reviewed on an annual basis. While future annual programmatic reviews may not result in any recommended changes, staff identified minor adjustments that would considerably enhance the TSIP without affecting the actual fee amounts approved by City Council last year. The following changes are proposed:

1. Modify the project listing to substitute certain specific projects with more generic projects types. Doing so enables the program to better adapt to evolving infrastructure needs;
2. Adjust the cost estimate for implementing three projects (Develop Active Transportation Plan; Update Bicycle Master Plan; and Traffic Signal Synchronization) based on updated information; and
3. Reduce the percentage of new development's contribution to certain projects, based on the premise that other factors significantly contribute to future transportation needs, including existing deficiencies, and regional pass-through traffic. Doing so allows greater flexibility in pursuing funding through certain grant programs that prohibit the use of sales tax dollars where developer fees can be used instead. Notably, OCTA's M2 program will only fund the portion of an eligible project's cost that cannot be recovered through development fees (such as TSIP.) Therefore, downward adjusting development's contribution to account for the aforementioned factors increases the amount of potential M2 funding the City can receive in the future.

Whereas the cumulative effect of reducing development contributions toward several projects does reduce the maximum allowable fee that can legally be collected under the TSIP program, it does not actually affect the City's adopted fee amounts. This is because (1) the City did not elect to assess the maximum allowable fee that was identified in the 2020 nexus study, choosing instead to set the fee level at 25 percent of that maximum; and (2) the reduced maximum allowable, as determined by the updated nexus study, is still higher than what was adopted. Effectively, the proposal changes the order of operation: from assessing a low percentage of a higher maximum allowable, to assessing a high percentage of a lower maximum allowable. Again, by making this change, the City is able to increase grant eligibility while keeping its current TSIP fees unchanged.

This proposed minor update preserves all of the stated benefits associated with the 2020 TSIP update. The current and proposed project listings, along with respective development contributions (expressed thereon as "maximum allowable rate") are attached.

7. ATTACHMENTS

- Nexus Study Update with Project Listing
- 2020 TSIP Nexus Study with Project Listing



Agenda Item

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- Nexus Study Update with Project Listing
- 2020 TSIP Nexus Study with Project Listing

Memorandum

Date: August 31, 2021
To: Larry Tay, City of Orange
From: Diwu Zhou, PE, RSP1
Jason D. Pack, PE
Subject: **City of Orange TSIP Nexus Study Project List Update**

OC20-0709

The City of Orange (City) Transportation System Improvement Program (TSIP) is a fee program that provides the technical basis for the City to collect development impact fees to pay for transportation impacts consistent with the Mitigation Fee Act (AB 1600/ Government Code Section 66000 et seq.). Impact fees are one-time charges on new development collected and used by the City to cover the cost of capital facilities and infrastructure that are required to serve new growth. The most recent update to the TSIP was passed last year in September 2020.

In September of 2020, the nexus study focused on defining the maximum fee allowable under AB 1600 and maximized allocations to new development. However, there are alternative methodologies for calculating fee programs that are also consistent with AB 1600, including accounting for traffic contributions in different ways. This update to the nexus study focuses on improvements identified at key facilities on the Master Plan of Arterial Highways (MPAH) within Orange County. Specifically, the maximum allowable contribution was previously determined based on whether there was an existing deficiency at the location; this update utilizes that determination but also discounts new development's fair share contribution based on trip origin and destination (e.g., trips that simply pass through the City and are not destined to or originate from the City of Orange are discounted from the program). This approach, which reduces the fee ceiling for development is more equitable and, at the same time, allows greater flexibility in pursuing funding through certain grant programs (e.g., M2, that prohibit the use of sales tax dollars on projects where developer fees can be used).

This memorandum provides a comprehensive summary of changes proposed to the TSIP Project List and a comparison of the updated maximum allowable transportation impact fee schedule to the fee schedule adopted last year. Please note, the final fee schedule adopted last year would not change based on this revised trip accounting methodology modification.



Project List

The TSIP adopted in September 2020 is a vehicle-miles-traveled (VMT) based fee program. As such, the percent growth in future travel demand originating or destined to the City is used to determine how much new development should contribute towards planned transportation improvements. For instance, if the citywide travel demand is estimated to increase by 10 percent between 2020 and 2045, new development should expect to contribute 10 percent towards planned transportation improvements. The projected growth in future travel demand documented in the TSIP was 8.43 percent.

Fehr & Peers worked with the City to refine the project list and associated fair share contributions connected to the nexus findings. The following changes were made to the TSIP Project List:

- The former (2020) TSIP Project List used the projected growth in future travel demand to estimate the number of new signalized intersections needed to accommodate growth in the future. There were 157 traffic signals operated by the City in 2020. It was estimated by 2045 that the number of traffic signals operated by the City would increase proportionate to the growth in future travel demand, or 13 new traffic signals. In the former (2020) TSIP Project List, new development was expected to contribute 100 percent towards the construction of the 13 new traffic signals. The updated (2021) TSIP Project List adjusts the contribution to 8.43 percent as many of these locations likely are already deficient or are at locations where pass-through trips contribute to the need.
- The former (2020) TSIP Project List projected the construction of 22 new miles of bicycles facilities as proposed in the City's General Plan. In the former (2020) TSIP Project List, new development was expected to contribute 100 percent towards the construction of the 22 new miles of bicycle facilities. The updated (2021) TSIP Project List adjusts the contribution to 8.43 percent as both existing and future users would both benefit from the build-out of the City's bicycle network.
- For location specific projects, the former TSIP (2020) Project List used intersection and roadway volumes to determine if a project locations had an existing deficiency. If an existing deficiency was identified, the growth in traffic volume beyond the traffic volumes when the study was conduct was attributed to new development. If no existing deficiency was identified, new development was expected to contribute 100 percent towards the construction of the location specific project. The updated (2021) TSIP Project List used mobile device data (Streetlight Data) to estimate the proportion of traffic that originated or are destined to the City (as opposed to pass-through traffic originating and destined to a location out of the City). This effectively deducts trips from outside the City using the facility from the nexus finding (e.g., new development within the City of Orange should not cover the need created at these study locations by development within other nearby



jurisdictions that Orange has no control over). New development is now only expected to contribute the proportion of future traffic with trips originating or destined to a location within the City.

- The intersection enhancement at WB SR-22 Ramps/Tustin Avenue was removed from the updated (2021) TSIP Project List.
- The number of general, non-location specific intersection turn-pocket enhancements was increased from 10 to 20 locations in the updated (2021) TSIP Project List based on input from City staff.
- The estimated cost to develop an Active Transportation Plan and to update the Bicycle Master Plan was increased to \$300,000 and \$ 150,000, respectively, based on input from City staff.
- The estimated cost to implement traffic signal synchronization was increased to \$2,000,000 based on input from City staff.

Fee programs are dynamic and changes to the Project List can be updated or amended to reflect the City's evolving transportation needs. The reduction of fair share contributions does not diminish the capacity of the fee program approved last year since the resulting maximum allowable fee exceeds the adopted fee (see next section). The updated TSIP Project List is provided in **Attachment A**.

Maximum Fee Calculation

Based on the updated (2021) TSIP Project List, the maximum project cost that can be funded through the TSIP is approximately \$13.0 million. This was calculated by subtracting the remaining funds in the current fee program (\$625,000) from the total project costs that are attributable to new development in the City (\$13.6 million). The maximum fee per trip is calculated by dividing the aggregate fee program cost by the total amount of VMT generated by new development (see Table 3 of the *City of Orange TSIP Update*, 2020). This results in a maximum allowable average fee per VMT of **\$18.18**.

This maximum allowable average fee per trip end is calculated by multiplying the maximum allowable average fee per VMT by the average trip length for residential (8.86 miles) and nonresidential trips (8.78 miles). The resulting maximum allowable average fee per trip end is \$161.03 for residential trips and \$159.58 for nonresidential trips.

The former (2020) TSIP had a total maximum allowable nexus fee of \$51.2 million, however the City resolution adopted a fee schedule equal to 25 percent of the total maximum allowable nexus



fee. The adopted average fee per VMT was **\$17.82**, which is less than the updated (2021) maximum allowable average fee per VMT. The new "adopted fee-to-maximum-allowable" ratio is 0.98 or 98 percent.

Table 1 (tables are provided at the end of the memorandum) shows the maximum allowable transportation impact fee per trip for the updated (2021) TSIP Project List. A comparison to the former (2020) maximum allowable fee per trip and the adopted fee per trip is provided.

Table 2 calculates the updated maximum fee for each land use category specified in the Program based on estimates of daily VMT per category. The maximum allowable fee by land use includes a 2 percent charge needed to cover the administrative cost of administering the TSIP. The maximum supportable fees are the fee levels that would generate sufficient fee revenues to cover the attributable program costs of \$13.0 million. The currently adopted fee program would generate \$12.3 million.

Next Steps

With the above updated nexus findings, we would recommend taking this updated nexus finding to City Council for review and approval with a subsequent ordinance to adopt the nexus study and approve the associated fee.

If you have any questions, please contact Diwu at (949) 308-6308 or Jason at (949) 308-6312.

Attachments:

Attachment A – Updated TSIP Project List.



Table 1: Maximum Fee Per Vehicle Mile Traveled - Updated

Item	2021 TSIP Maximum Fee	2020 TSIP Maximum Fee	2020 TSIP Adopted Fee (25%)
Total Eligible Project Cost	\$ 13,589,000	\$ 51,793,000	\$12,948,250
Less Current Fee Balance	\$ (625,000)	\$ (625,000)	\$ (625,000)
Total Maximum Allowable Nexus Fee	\$ 12,964,000	\$ 51,168,000	\$ 12,323,250
Growth in VMT (miles)	713,285	713,285	713,285
Fee Per Vehicle Mile Traveled	\$ 18.18	\$ 71.74	\$17.28

Source: Fehr & Peers, 2021.

Table 2: Total Maximum Allowable Nexus Fee Schedule - Updated

Land Use	Unit	Average Trip Length	Daily Trip Generation Rate	Pass-by Reduction	2021 TSIP Maximum Fee per Unit ¹	2020 TSIP Adopted Fee per Unit ¹
Single Family	Dwelling Unit	8.86	9.44	-	\$ 1,550.54	\$ 1,529.96
Multifamily	Dwelling Unit	8.86	5.44	-	\$ 893.53	\$ 881.67
Hotel	per room	8.78	8.36	-	\$ 1,360.75	\$ 1,342.69
General Office	per square feet (sq. ft.)	8.78	9.74	-	\$ 1.59	\$ 1.56
Medical Office	per sq.ft.	8.78	34.8	-	\$ 5.66	\$ 5.59
Industrial	per sq.ft.	8.78	4.96	-	\$ 0.81	\$ 0.80
Retail/Commercial	per sq.ft.	8.78	37.75	-35%	\$ 3.99	\$ 3.94
Other Uses	per trip end	8.78	1	-	\$ 162.77	\$ 160.61

[1] Includes two percent administrative fee.

Source: Fehr & Peers, 2021.

Updated (2021) TSIP Project List

Projected VMT Growth:	8.43%
-----------------------	-------

Total Maximum Allowable Nexus Fee:	\$13,589,000
VTM Reducing Nexus Fee:	\$3,802,000
LOS Nexus Fee:	\$9,787,000

Improvement	Project Description	Source	2013 TISP Cost	Cost Estimate By	Existing Quantity	Proposed Quantity	Unit Cost	Est. Cost	Existing Funds	% Funding Secured	Unfunded Cost	Existing Deficiency?	Traffic Originated/ Destined to Orange	Maximum Allowable Rate	Subtotal	Max Nexus Amount
Traffic Signals and ITS																
New Traffic Signals - Various Locations	New Traffic Signal Installations (8.43% Additional Signals)	-	-	F&P	157	13	\$770,000	\$10,010,000	\$0	0%	\$10,010,000	No	-	8.43%	\$843,857	\$844,000
Traffic Signal Modificaitons - Various Locations	Signal Modifications/Phasing Updgrades (20 locations)	-	-	City	-	-	-	\$6,000,000	\$0	0%	\$6,000,000	No	-	8.43%	\$505,809	\$506,000
TS Equipment Upgrades	Replace outdated signal cabinets/cameras/bicycle detection/Battery back up	-	-	City	-	-	-	\$2,750,000	\$0	0%	\$2,750,000	No	-	8.43%	\$231,829	\$232,000
Traffic Signal Synchronization	Signal Equipment and Timing/Synch; and ATSPMs	-	-	City	-	-	-	\$2,000,000	\$0	0%	\$2,000,000	No	-	8.43%	\$168,603	\$169,000
Pedestrian Signal Retrofits	Accesible Sysptems and Leading Ped Intervals Various	-	-	City	-	-	-	\$1,250,000	\$0	0%	\$1,250,000	No	-	8.43%	\$105,377	\$105,000
TMC and Signal System Upgrades	Upgrades to CCTV, Central System, Hardware, etc, ATSPMs	-	-	City	-	-	-	\$2,000,000	\$0	0%	\$2,000,000	No	-	8.43%	\$168,603	\$169,000
Communications System Network Upgrades	Replace existing copper with SMFO and	-	-	City	-	-	-	\$1,500,000	\$0	0%	\$1,500,000	No	-	8.43%	\$126,452	\$126,000
Fiber Optic Network Extension gap Closuieres	Fiber Optic Installation	-	-	City	-	-	-	\$3,000,000	\$0	0%	\$3,000,000	No	-	8.43%	\$252,904	\$253,000
															Subtotal	\$2,404,000
Transit																
Bus Stop Furniture Improvements - 135 stops	Installation of Transit stop amenities	-	-	City	-	-	-	\$400,000	\$0	0%	\$400,000	No	-	8.43%	\$33,721	\$34,000
Fixed Route Transit System	Feasibility Study Underway, Alignment TBD	-	-	City	-	-	-	\$500,000	\$0	0%	\$500,000	No	-	8.43%	\$42,151	\$42,000
															Subtotal	\$76,000
Street Improvements																
ADA Curb Ramp Improvements	Locations TBD	-	-	City	-	-	-	\$15,000,000	\$0	0%	\$15,000,000	No	-	8.43%	\$1,264,522	\$1,265,000
Sidewalk and Pedestrian Improvements	Locations TBD	-	-	City	-	10560	200	\$2,112,000	\$0	0%	\$2,112,000	No	-	8.43%	\$178,045	\$178,000
Traffic Calming	Locations TBD	-	-	City	-	-	-	\$1,000,000	\$0	0%	\$1,000,000	No	-	8.43%	\$84,301	\$84,000
Complete Street Conversions	Locations TBD	-	-	City	-	-	-	\$10,000,000	\$0	0%	\$10,000,000	No	-	8.43%	\$843,014	\$843,000
															Subtotal	\$2,370,000
Studies																
Develop Active Transportation Plan		-	-	City	-	-	-	\$300,000	\$0	0%	\$300,000	N/A	-	8.43%	\$25,290	\$25,000
Upgrade TSIP Fee Program		-	-	City	-	-	-	\$25,000	\$0	0%	\$25,000	N/A	-	100.00%	\$25,000	\$25,000
Update Bicycle Master Plan		-	-	City	-	-	-	\$150,000	\$0	0%	\$150,000	N/A	-	8.43%	\$12,645	\$13,000
Develop ITS and Fiber Security Master Plan		-	-	City	-	-	-	\$200,000	\$0	0%	\$200,000	N/A	-	8.43%	\$16,860	\$17,000
															Subtotal	\$80,000
Intersection Enhancements																
Cannon/Serrano	Add WBL, NBR	General Plan	-	F&P	-	-	-	\$3,237,000	\$0	0%	\$3,237,000	No	34.30%	30.91%	\$1,000,524	\$1,000,000
Turn Lane Additions	Various Locations	-	-	F&P	-	20	\$ 570,000	\$11,400,000	\$0	0%	\$11,400,000	No	-	8.43%	\$961,037	\$960,000
															Subtotal	\$1,960,000
Arterial Widening																
Cannon - Serrano to Santiago Canyon	4d to 6d (.6 miles)	MPAH	-	F&P	-	-	-	\$6,397,000	\$0	0%	\$6,397,000	Yes	34.30%	30.91%	\$1,977,248	\$1,980,000
Cannon - Serrano to Santiago Canyon	Bridge Widening	MPAH	-	City	-	-	-	\$6,000,000	\$0	0%	\$6,000,000	Yes	34.30%	30.91%	\$1,854,540	\$1,850,000
Chapman - Cannon to Canyon View	4d to 6u (.3 miles)	Prior TSIP	\$2,092,000	Prior TSIP	-	-	-	\$3,560,000	\$0	0%	\$3,560,000	No	54.30%	54.30%	\$1,933,080	\$1,930,000
															Subtotal	\$ 5,760,000.00
Bikeway Improvements																
Class I	Assumes 2 mil for crossing improvements per mile and pedestrian lighting (no right-of-way; one side of street) (8.43% Additional Bicycle Facilities)	-	-	F&P	22.4	2.0	\$5,000,000	\$10,000,000	\$0	0%	\$10,000,000	No	-	8.43%	\$843,014	\$843,000
Class II	Assumes no roadway widening (8.43% Additional Bicycle Facilities)	-	-	F&P	22.4	2.0	\$500,000	\$1,000,000	\$0	0%	\$1,000,000	No	-	8.43%	\$84,301	\$84,000
Class III	(8.43% Additional Bicycle Facilities)	-	-	F&P	11.2	1.0	\$140,000	\$140,000	\$0	0%	\$140,000	No	-	8.43%	\$11,802	\$12,000
															Subtotal	\$ 939,000.00

Report

City of Orange Transportation System Improvement Program Fee Update

The Economics of Land Use



FEHR  PEERS

Prepared for:
City of Orange

Prepared by:
Economic & Planning Systems, Inc. (EPS)
Fehr & Peers Transportation Consultants

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August 28, 2020

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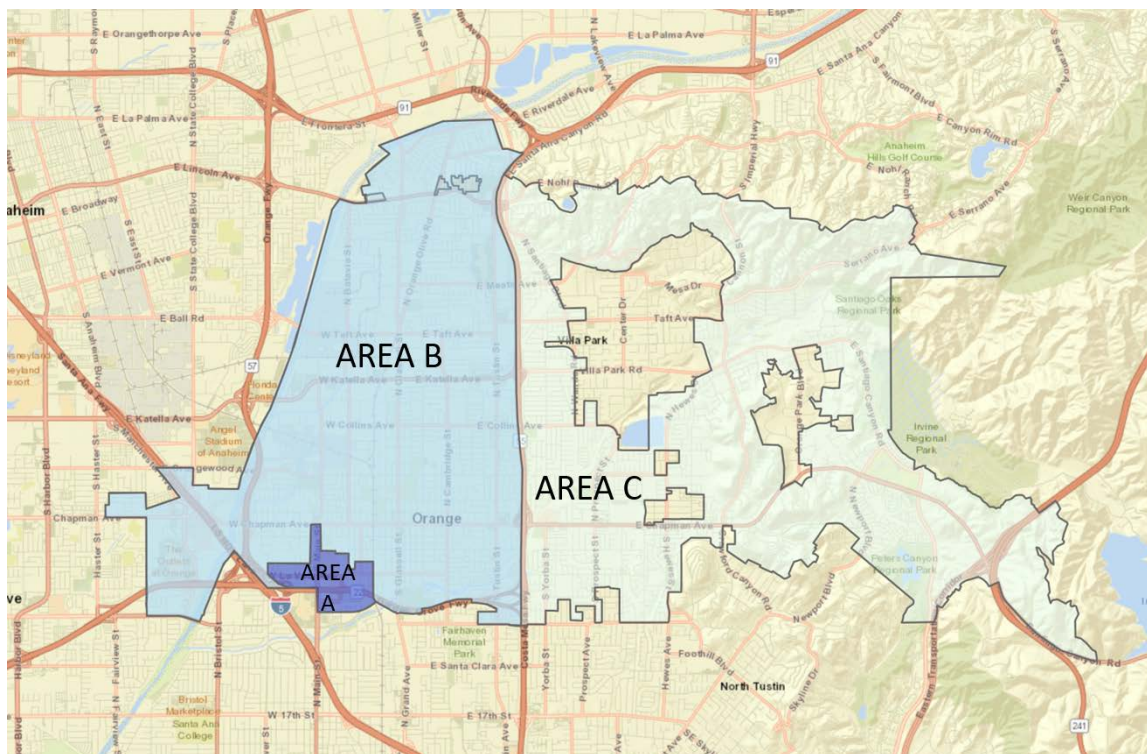
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Changes to the TSIP

As referenced above, the update to the TSIP will entail several changes to the Program's project list and structure. Most notably, the Program will shift from a trips-based fee to a VMT-based fee, and from an area-based fee to a citywide fee, as described below:

- **Shift to VMT based fee:** The first shift, from trip to VMT-based, is driven by the passage of SB 743, a law passed in 2013 which updates the way transportation impacts are measured for new development projects in California. While project impacts were previously assessed based on level of service (LOS)—that is, whether or not the project will cause deficient operations —SB 743 requires that public agencies assess the project's environmental impacts based on the vehicle miles traveled generated by the new development as compared to a regional average. An example of the implications of this shift is that infill development projects will be assessed as having lower transportation impacts than new greenfield projects with lower density and homogeneous land-uses. The shift also encourages developers and public agencies to prioritize access to non-automobile modes of transportation. It should be noted that while the City is looking to incorporate VMT-reducing improvements into its updated project list, the Program will still include capacity-enhancing improvements needed to support future growth.
- **Shift to Citywide based fee:** The second shift, from an area-based to citywide-based fee, reflects the City's relatively built-out nature. When there were still large-scale greenfield developments in the City, the needs for new transportation infrastructure were area-specific, meant to support those new developments, and a fee based on the area of development (see **Figure 1**) ensured that developments in other parts of the City were not shouldering the burden of providing that infrastructure. Now that the City is built-out, and new development is increasingly infill in nature, new transportation infrastructure needs will be those that support citywide mobility. Additionally, in relation to the shift to a VMT-based fee, the Program's project list will include projects that provide greater access to non-automobile modes of transportation, such as transit and cycling, for all residents and employees of the City. Therefore, a citywide-based fee is a more appropriate format for the updated Program.

Figure 1 Map of Existing TSIP Areas



Legal Context

This Nexus Study is designed to provide the necessary technical analysis to support a schedule of transportation impact fees to be established by an Impact Fee Act Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt an ordinance that enables the fee and defines the program structure and allows periodic updates to the fee level by resolution with the supporting technical analysis. The Resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

Impact fee revenue can be collected and used to cover the cost of constructing capital and infrastructure improvements required to serve new development and growth in the City. As such, impact fees must be based on a reasonable nexus, or connection, between new growth and development and the need for a new facility or improvement. Impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure. In addition, impact fee revenue cannot be collected or used to cover the cost of existing needs/ deficiencies in the City transportation capital improvement network.

In establishing, increasing, or imposing a fee as a condition for the approval of a development project, Government Code 66001(a) and (b) state that the local agency must:

1. Identify the purpose of the fee;
2. Identify how the fee is to be used;
3. Determine how a reasonable relationship exists between the fee use and type of development project for which the fee is being used;
4. Determine how the need for the public facility relates to the type of development project for which the fee is imposed; and
5. Show the relationship between the amount of the fee and the cost of the public facility.

These statutory requirements have been followed in updating this impact fee, as documented in subsequent chapters. **Chapter 3** summarizes the specific findings that explain or demonstrate this nexus.

After the update TSIP is adopted, this Nexus Study and the technical information it contains should be maintained and reviewed periodically by the City to ensure Impact Fee accuracy and to enable the adequate programming of funding sources. To the extent that transportation improvement requirements, costs, and development potential changes over time, the Fee Program will need to be updated.

Maximum Allowable Fee Schedule

Table 1 shows the City's maximum allowable transportation impact fee schedule by land use consistent with nexus requirements and the associated analysis contained in this Technical Report. These transportation impact fees apply to new residential and nonresidential development and cover the transportation improvement costs required to support new development after existing deficiencies and known other funding sources have been taken into account. The fee estimates also include a two percent fee program administration fee, consistent with Mitigation Fee Act program administrative costs in many other California jurisdictions.² The fees apply to all new development, except those exempted by the Ordinance of other means, such as projects with vested rights that specifically exempt fees under the terms of an approved Development Agreement.³ The updated fee program consolidates several of the land use categories included in the existing program, a change discussed in further detail in **Chapter 3**.

Table 1 also includes City staff's recommendation for the fee levels that should be adopted. These recommended fees were calculated based on 25 percent of the maximum allowable fee per VMT calculated in the nexus analysis and detailed in **Chapter 4**. These

² The 2 percent administration cost is designed to cover expenses for preparation of the development impact fee study and subsequent updates as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

³ These individual Development Agreements specify the specific transportation improvements/contributions to be made by these individual developments.

recommended levels will moderate the increase from current levels to better align with inflation since 2008 while maintaining consistency with the updated nexus analysis.

Table 1 Maximum Allowable Fee and Staff Recommended Fee by Land Use Category

Land Use	Unit	Maximum Allowable Fee per Unit [1]	Staff Recommended Fee Per Unit [2]
Single Family	Dwelling Unit	\$ 6,119.86	\$ 1,473.90
Multifamily	Dwelling Unit	\$ 3,526.70	\$ 849.37
Hotel	per room	\$ 5,370.77	\$ 1,293.49
General Office	per sq.ft.	\$ 6.26	\$ 1.51
Medical Office	per sq.ft.	\$ 22.36	\$ 5.38
Industrial	per sq.ft.	\$ 3.19	\$ 0.77
Retail/Commercial	per sq.ft.	\$ 15.76	\$ 3.80
Other Uses	per trip end	\$ 642.44	\$ 154.72

[1] Includes two percent program administration fee

[2] Calculated based on 25 percent of maximum allowable fee per VMT, plus a two percent program administration fee.

Source: Fehr & Peers; EPS

The adoption of the maximum allowable fee schedule would result in fee revenues of about \$51.2 million in today's dollar terms, based on the CDR and OCTA growth projections. This represents approximately 53 percent of the approximately \$95.9 million cost estimated for future transportation improvement projects identified as needed to mitigate impacts associated with projected growth in the City (see **Appendix**). The remaining additional \$44.7 million in costs will have to be funded through other revenue sources. If the City chooses to set the fees below the maximum allowable levels, the fee revenues generated by the Program will also decrease.

Key Issues and Assumptions

The results of this analysis are based on a variety of conditions and assumptions regarding facility costs, service standards, growth projections, and facility demand. Assumptions are covered in detail in later chapters, though some of the key issues are summarized below:

- **Future Development and Trips.** The fee calculations were based on residential and nonresidential development projections through 2045, and associated vehicle miles generated. The primary source data for these calculations came from the CDR and from OCTA, utilizing the agency's Orange County Transportation Analysis Model (OCTAM) Version 5.0.
- **Capital Improvement Program and Cost Estimates.** The list of transportation improvements included in the Fee Program was compiled by City staff, reflecting

expectations regarding future transportation facilities needs in the City. The City provided cost estimates for the identified improvements, which were reviewed and verified by Fehr & Peers.

- **Cost Allocation.** Transportation analysis conducted by Fehr & Peers was used to determine the portion of transportation improvements costs to be included in the Fee Program. Only transportation improvement costs specifically required to support new development are included in the transportation impact fee calculation. Funding remaining from the current Fee Program was subtracted from the gross cost estimates.

reduce the existing citywide VMT on a collective or aggregated basis. Citywide VMT includes trips that travel through the City in addition to trips to and from locations within the City that occur within City boundaries. The existing average weekday VMT that occur within the boundaries of Orange is 2,971,217 miles.

Induced VMT was calculated for capacity enhancing projects (i.e. arterial widenings) using the National Center for Sustainable Transportation's Induced Travel Calculator. The Induced Travel Calculator allows users to estimate the annual VMT induced by adding lane miles to principal arterials such as Cannon Street and Chapman Avenue. Annual VMT was then converted to average weekday VMT.

Projects that would reduce VMT were quantified following guidance from the Quantifying Greenhouse Gas Mitigation Measures.⁷ VMT reductions were taken for projects with pedestrian/bicycle, traffic calming, or transit enhancement components.

Overall, VMT reducing projects account for 27 percent of total project costs. At the same time, as shown in **Table 2**, the project list would achieve an overall reduction in citywide VMT by approximately 3.7 percent.

Table 2 Impact of TSIP Project List on Vehicle Miles Traveled

Scenarios	VMT	Percentage Change From Existing
Existing Citywide VMT	2,971,217	--
VMT Induced by Project List	+ 69,231	+2.3%
VMT Reduced by Project List ¹	- 178,273	-6.0%
Citywide VMT with Fee Program	2,862,175	--
Net change in Citywide VMT with Fee Program	-109,042	-3.7%

⁷ California Air Pollution Control Officers Association, 2010

3. Land Use and Travel Demand Assumptions

This chapter documents the land use and travel demand assumptions and growth forecasts that underlie the fee calculations. These factors are critical in determining how to allocate new transportation improvement costs between existing and new development and between different land uses.

Land Use Assumptions

The existing and future land use estimates used in the TSIP fee are derived from projections made by the CDR, which are consistent with those in OCTAM Version 5.0, released in January 2020. The land use assumptions are summarized in **Table 3**.

Table 3 City of Orange Projected Growth (2020 to 2045)

Year	Total Population	Households	Total Employment	VMT ¹
Existing (2020)	140,878	43,731	125,401	8,461,124
Future (2045)	157,874	50,458	135,141	9,174,409
Growth	16,996	6,727	9,740	713,285

[1] Total vehicle miles traveled of trips to or from locations within the City of Orange.

Source: Center for Demographic Research at California State University – Fullerton; Orange County Transportation Authority; Fehr & Peers.

The current TSIP levies fees on 12 distinct land uses. As part of the update to the Program, the land uses will be consolidated to eight categories. Additionally, condo and townhome units, which are charged the same fee as single family units in the current Program, will be charged the same fee as multifamily units in the updated Program. **Table 4** details the existing and new land use categories and units for fee charges. The trip lengths and VMT associated with each land use in the new set of categories are detailed in the following section.

Table 4 TSIP Program Land Use Categories

Existing Land Use Categories		Updated Land Use Categories	
Category	Unit for Fee Charge	Category	Unit for Fee Charge
Single Family, Condo and Townhome Residential	Dwelling Unit	Single Family Residential	Dwelling Unit
Multifamily Residential	Dwelling Unit	Multifamily Residential, Condo and Townhome Residential	Dwelling Unit
Hotel	Room	Hotel	Room
General Office	Square Foot	General Office	Square Foot
Medical Office	Square Foot	Medical Office	Square Foot
Industrial	Square Foot	Industrial	Square Foot
Retail/Commercial	Square Foot	Retail/Commercial	Square Foot
Hospital	Bed	Atypical Uses	Per Trip End Daily
Religious	Square Foot		
Educational	Student		
Childcare	Square Foot		
Atypical Uses	Per Trip End Daily		

[1] The new multifamily residential category will include townhome and condo uses.

Source: City of Orange; EPS

Travel Demand Assumptions

The land use forecasts documented above are used to estimate future travel demand, or trips, based on a variety of assumptions related to trip lengths by general land use category. These assumptions are summarized in **Table 5**. Trip rates were derived from the Institute of Transportation Engineer's Trip Generation Manual, 10th Edition, as detailed in **Table 6**.

Table 5 Trip Lengths by Trip Type

Trip Type	Trip Length (miles)
Residential (i.e. Home-Based Trips)	8.86
Nonresidential ¹ (i.e. Citywide Average Trip Length)	8.78

[1] The nonresidential trip length is used for the Other Uses land use category.

Source: OCTA; Fehr & Peers

Table 6 Trip Rates by Land Use Category

Land Use Code	Trip Type	Daily Trip Rate	
210	Single Family Detached	9.44	per dwelling unit
221	Multifamily Housing (Mid-Rise)	5.44	per dwelling unit
310	Hotel	8.36	per room
710	General Office	9.74	per 1,000 sq. ft.
720	Medical Office	34.8	per 1,000 sq. ft.
110	Industrial	4.96	per 1,000 sq. ft.
820	Retail/Commercial ¹	37.75	per 1,000 sq. ft.

[1] Retail/Commercial trips assumed a 35% pass-by trip reduction to reflect vehicles already on the roadway network that would visit the commercial center.

Source: ITE; Fehr & Peers

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4. Nexus Analysis and Maximum Fee

This chapter presents the nexus analysis and calculations for the maximum allowable fee based on the land use projections and transportation improvements described in the previous chapter.

Overview of Nexus Methodology

A “nexus” or relationship between new development in the City and transportation improvements and their costs must be established before incorporating transportation improvement costs into a transportation impact fee calculation. To determine the appropriate costs to include in the new transportation fee calculation, it is necessary to conduct a series of steps:

1. **Identify Total Costs of Transportation Improvements.** The identification of the required transportation improvement projects and their associated costs (described in prior chapter).
2. **Remove Existing Deficiencies.** It is necessary to evaluate whether there is an existing deficiency at any of the project locations, and if so, the magnitude of that deficiency. Existing deficiencies are accounted for by reducing the project cost that is included in the Program, requiring funding from other sources for those deficiencies.
3. **Determine Proportionate Allocation to New Development.** Once existing deficiencies are identified, it is necessary to determine the proportion of the remaining project cost that is attributable to new development, and therefore can be included in the fee program.
4. **Account for Known Funding.** The balance remaining in the current Fee Program fund was subtracted from the gross cost estimates. As of the time of this report, the current Fee Program fund has a balance of \$625,000.

Purpose

The fee will help maintain adequate levels of transportation service in Orange and support reduction of vehicle miles traveled in the City overall.

Use of Fee

Fee revenue will be used to fund City transportation improvements, including street, arterial, and intersection improvements, traffic signal and ITS installations, transit system improvements, pedestrian and bikeway improvements, and associated studies to support these projects. The City staff and Consultant team has determined that these improvements are required to serve future growth.

The list of eligible transportation projects and costs are summarized in **Chapter 2** and further detailed in the **Appendix**. The updated program will shift from area-based to citywide-based, and fees collected on new development will be utilized for projects that serve the needs of overall city growth.

Relationship

New development in the City of Orange will increase demands for and travel on the City's transportation network. The TSIP fee revenue will be used to fund additional transportation improvements necessary to accommodate this growth. New development will benefit from the improved transportation infrastructure. As described above, fees will be collected citywide and be spent on projects that serve the needs of overall City growth, rather than projects that are area-specific.

Need

Each new development project will add to the incremental need for transportation capacity and improvement, as well as to vehicle miles traveled in the City. The transportation improvements considered in this study are considered necessary to meet the City's future transportation needs and goals, as well as to reduce overall VMT.

Proportionality

The fee levels are tied to fair share cost allocations to new Citywide development, based on the OCTAM transportation model developed by OCTA and adapted for this study purpose by Fehr & Peers. The fair share allocations take into account the relative impacts of existing development versus new development on transportation infrastructure, as well as the relative impacts of different land uses on transportation infrastructure.

Cost Allocation

The nexus analysis must first determine if transportation facilities that will be addressed by the projects in the fee program are currently deficient. If there are existing deficiencies at any of those locations, then an adjustment must be made in the fee calculations to ensure that new development pays its fair share and is not being charged to correct an existing deficiency.

The City uses Level of Service as a performance measure, with a standard of LOS D or better at intersections and roadway segments. Any capacity enhancing project with an intersection or roadway segment currently operating at LOS E or F was noted as an existing deficiency and the proportionate allocation to new development for the project was subsequently adjusted to reflect only the share that is attributable to new development.

The City identified an existing deficiency on Cannon Street between Serrano Avenue and Santiago Canyon Road, which currently operates at LOS E or F⁸, and confirmed that all

⁸ Traffic Impact Analysis for The Trails at Santiago Creek, published September 2018

Table 8 Maximum Allowable Fee Schedule

Total Maximum Allowable Nexus Fee Schedule					
Land Use	Unit	Average Trip Length	Daily Trip Generation Rate	Pass-by Reduction	Fee per Unit [1]
Single Family	Dwelling Unit	8.86	9.44	-	\$ 6,119.86
Multifamily	Dwelling Unit	8.86	5.44	-	\$ 3,526.70
Hotel	per room	8.78	8.36	-	\$ 5,370.77
General Office	per sq.ft.	8.78	9.74	-	\$ 6.26
Medical Office	per sq.ft.	8.78	34.8	-	\$ 22.36
Industrial	per sq.ft.	8.78	4.96	-	\$ 3.19
Retail/Commercial	per sq.ft.	8.78	37.75	-35%	\$ 15.76
Other Uses	per trip end	8.78	1	-	\$ 642.44

[1] Includes two percent administrative fee.

Source: Fehr & Peers; EPS

APPENDIX

Projected VMT Growth: 8.43%		Total Maximum Allowable Nexus Fee: \$51,793,000	
		VMT Reducing Nexus Fee: \$13,975,000	
		LOS Nexus Fee: \$37,818,000	

Improvement	Project Description	Source	2013 TISP Cost	Cost Estimate By	Existing Quantity	Proposed Quantity	Unit Cost	Est. Cost	Existing Funds	% Funding Secured	Unfunded Cost	Existing Deficiency?	Rate	Subtotal	Max Nexus Amount	
Traffic Signals and ITS																
New Traffic Signals - Various Locations	New Traffic Signal Installations (8.43% Additional Signals)	-	-	F&P	157	13	\$770,000	\$10,010,000	\$0	0%	\$10,010,000	No	100.00%	\$10,010,000	\$10,010,000	
Traffic Signal Modificaitons - Various Locations	Signal Modifications/Phasing Updgrades (20 locations)	-	-	City	-	-	-	\$6,000,000	\$0	0%	\$6,000,000	No	8.43%	\$505,809	\$506,000	
TS Equipment Upgrades	Replace outdated signal cabinets/cameras/bicycle detection/Battery back up	-	-	City	-	-	-	\$2,750,000	\$0	0%	\$2,750,000	No	8.43%	\$231,829	\$232,000	
Traffic Signal Synchronization Matching Funds	Fund match for OCTA TSSP Projects: Signal Equipment and Timing/Synch; and ATSPMs	-	-	City	-	-	-	\$1,000,000	\$0	0%	\$1,000,000	No	8.43%	\$84,301	\$84,000	
Pedestrian Signal Retrofits	Accesible Sysptems and Leading Ped Intervals Various	-	-	City	-	-	-	\$1,250,000	\$0	0%	\$1,250,000	No	8.43%	\$105,377	\$105,000	
TMC and Signal System Upgrades	Upgrades to CCTV, Central System, Hardware, etc, ATSPMs	-	-	City	-	-	-	\$2,000,000	\$0	0%	\$2,000,000	No	8.43%	\$168,603	\$169,000	
Communcations System Network Upgrades	Replace existing copper with SMFO and	-	-	City	-	-	-	\$1,500,000	\$0	0%	\$1,500,000	No	8.43%	\$126,452	\$126,000	
Fiber Optic Network Extension gap Closuirs	Fiber Optic Installation	-	-	City	-	-	-	\$3,000,000	\$0	0%	\$3,000,000	No	8.43%	\$252,904	\$253,000	
Subtotal														\$11,485,000		
Transit																
Bus Stop Furniture Improvements - 135 stops	Installation of Transit stop amenities	-	-	City	-	-	-	\$400,000	\$0	0%	\$400,000	No	8.43%	\$33,721	\$34,000	
Fixed Route Transit System	Feasibility Study Underway, Alignment TBD	-	-	City	-	-	-	\$500,000	\$0	0%	\$500,000	No	8.43%	\$42,151	\$42,000	
Subtotal														\$76,000		
Street Improvements																
ADA Curb Ramp Improvements	Locations TBD	-	-	City	-	-	-	\$15,000,000	\$0	0%	\$15,000,000	No	8.43%	\$1,264,522	\$1,265,000	
Sidewalk and Pedestrian Improvements	Locations TBD	-	-	City	-	10560	200	\$2,112,000	\$0	0%	\$2,112,000	No	8.43%	\$178,045	\$178,000	
Traffic Calming	Locations TBD	-	-	City	-	-	-	\$1,000,000	\$0	0%	\$1,000,000	No	8.43%	\$84,301	\$84,000	
Complete Street Conversions	Locations TBD	-	-	City	-	-	-	\$10,000,000	\$0	0%	\$10,000,000	No	8.43%	\$843,014	\$843,000	
Subtotal														\$2,370,000		
Studies																
Develop Active Transportation Plan		-	-	City	-	-	-	\$50,000	\$0	0%	\$50,000	N/A	8.43%	\$4,215	\$4,000	
Upgrade TSIP Fee Program		-	-	City	-	-	-	\$25,000	\$0	0%	\$25,000	N/A	100.00%	\$25,000	\$25,000	
Update Bicycle Master Plan		-	-	City	-	-	-	\$75,000	\$0	0%	\$75,000	N/A	8.43%	\$6,323	\$6,000	
Develop ITS and Fiber Security Master Plan		-	-	City	-	-	-	\$200,000	\$0	0%	\$200,000	N/A	8.43%	\$16,860	\$17,000	
Subtotal														\$52,000		
Intersection Enhancements																
Cannon/Serrano	Add WBL, NBR	General Plan	-	F&P	-	-	-	\$3,237,000	\$0	0%	\$3,237,000	No	100.00%	\$3,237,000	\$3,240,000	
Tustin/22 WB	Add SBR	City	-	City	-	-	-	\$3,000,000	\$0	0%	\$3,000,000	No	100.00%	\$3,000,000	\$3,000,000	
Right Turn Lane Additions	Various Locations (Assumes no right-of-way needed)	-	-	F&P	-	10	\$570,000	\$5,700,000	\$0	0%	\$5,700,000	No	100.00%	\$5,700,000	\$5,700,000	
Subtotal														\$11,940,000		
Arterial Widening																
Cannon - Serrano to Santiago Canyon	4d to 6d (.6 miles)	MPAH	-	F&P	-	-	-	\$6,397,000	\$0	0%	\$6,397,000	Yes	90.11%	\$5,764,573	\$5,760,000	
Cannon - Serrano to Santiago Canyon	Bridge Widening	MPAH	-	City	-	-	-	\$6,000,000	\$0	0%	\$6,000,000	Yes	90.11%	\$5,406,821	\$5,410,000	
Chapman - Cannon to Canyon View	4d to 6u (.3 miles)	Prior TSIP	\$2,092,000	Prior TSIP	-	-	-	\$3,560,000	\$0	0%	\$3,560,000	No	100.00%	\$3,560,000	\$3,560,000	
Subtotal														\$14,730,000.00		
Bikeway Improvements																
Class I	Assumes 2 mil for crossing improvements per mile and pedestrian lighting (no right-of-way; one side of street) (8.43% Additional Bicycle Facilities)	-	-	F&P	22.4	2.0	\$5,000,000	\$10,000,000	\$0	0%	\$10,000,000	No	100.00%	\$10,000,000	\$10,000,000	
Class II	Assumes no roadway widening (8.43% Additional Bicycle Facilities)	-	-	F&P	22.4	2.0	\$500,000	\$1,000,000	\$0	0%	\$1,000,000	No	100.00%	\$1,000,000	\$1,000,000	
Class III	(8.43% Additional Bicycle Facilities)	-	-	F&P	11.2	1.0	\$140,000	\$140,000	\$0	0%	\$140,000	No	100.00%	\$140,000	\$140,000	
Subtotal														\$11,140,000.00		

Source: City of Orange; Fehr & Peers



Agenda Item

City Council

Item #: 3.31.

9/14/2021

File #: 21-0495

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Richard A. Rohm, City Treasurer
Will Kolbow, Assistant City Manager/Administrative Services Director

1. SUBJECT

Investment Oversight Committee report for the period ending August 31, 2021.

2. SUMMARY

This report summarizes the activity of the Investment Oversight Committee.

3. RECOMMENDED ACTION

Receive and file.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community
d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

As required by the Orange Municipal Code Section 2.50.020, the Investment Oversight Committee reports to the City Council summarizing the Committee meetings and submitting any recommendations of the Investment Advisory Committee.

Since the last Investment Oversight Committee Report, the Investment Oversight Committee held a meeting on August 4, 2021. This meeting was combined with the Investment Advisory Committee meeting. The purpose of this meeting was to review current investment activity and to discuss related Treasury issues.

Following is a summary of the specific items discussed at this meeting:

- **Investment Rates and Portfolio Updates** - Rate reports were presented for the period June 2020 through June 2021. There were discussions regarding the interest rate environment. In addition, attention was given to the recent interest rate trends in both the U.S. Treasury market and in the Local Agency Investment Fund (LAIF). An update on the investment portfolio was also presented.
- **Treasurer's Investment Reports** - The investment activity for the months of April, May, and June 2021, and the City's position in each category of investment that includes Treasuries,

Agencies, and Pooled Investments was discussed. This report was also on the City Council agenda for the August 10 meeting as item 3.15.

- **Economic Updates** - There were discussions in regards to the California forecast on sales tax trends and economic drivers. It was noted that the fuel sector was the largest contributor to the 3rd quarter sales tax revenue for FY 21. In addition, sales tax allocations from the countywide pool for online sales continued to increase significantly especially due to the pandemic.
- **City Update** - An update was presented regarding what is happening at the city level. The City Manager indicated that the annual budget for FY 2021-22 was adopted in June. The City would be facing a \$4 million deficit in the General Fund prior to receiving the American Rescue Plan funds, which thus producing a \$10 million surplus.

7. ATTACHMENTS

- Monthly Treasurer's Reports for April, May, and June 2021 (August 10, 2021, City Council Staff Report)



Agenda Item

City Council

Item #: 3.31.

9/14/2021

File #: 21-0495

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THRU: Rick Otto, City Manager

FROM: Richard A. Rohm, City Treasurer
Will Kolbow, Assistant City Manager/Administrative Services Director

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Agenda Item

City Council

Item #: 3.15.

8/10/2021

File #: 21-0410

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Richard A. Rohm, City Treasurer
Will Kolbow, Assistant City Manager/Administrative Services Director

1. SUBJECT

Monthly Treasurer's Reports for April, May, and June 2021

2. SUMMARY

Presentation of three monthly Treasurer's Reports to the City Council after the end of the quarter covered by the reports.

3. RECOMMENDED ACTION

Receive and file.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community
d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The City's current Statement of Investment Policy has been adopted by the City Council of the City of Orange as Resolution 11241 and is in accordance with the California Government Code Sections 53600 et seq. Per the Investment Policy, three monthly investment reports are to be submitted to the City Council within 45 days following the end of the quarter.

As required by the City's present Investment Policy, the City Treasurer's report delineates all investments made by the City Treasurer for the City, its special funds, and the Successor Agency funds, by investment type and by broker.

The monthly Compliance Report certifying compliance of all investments with both the Government Code and the City's Investment Policy is included.

The Investment Portfolio Statement accurately reflects all investments held by the City and its agents as of the end of the month. This investment data is also presented in other summary and graphic form. A reconciliation between total cash and investments and total cash per the General Ledger is

also included.

All of the three monthly Treasurer's Reports have been reviewed by the Investment Advisory Committee (IAC).

Summary of changes in Treasurer's cash and investments:

	<u>Operating Cash & Investments</u> ⁽¹⁾
Balance @ 3/31/2021	\$116,888,975
Monthly Activity:	
Cash Received	75,098,648
Cash Disbursed	<u>(43,997,770)</u>
Balance @ 6/30/2021	\$147,989,853

⁽¹⁾Includes operating cash and investments (valued at cost). Does not include deposits with administrator, imprest cash, fiscal agent cash and investments, and deferred compensation.

For the month of April 2021

The April cash receipts exceeded cash disbursements by \$3,549,027. The City received \$9,738,168 in property tax revenue, \$3,572,971 in sales tax revenue, and \$1,186,264 in annual franchise fees for gas and electricity. During the month, large disbursements included payments totaling \$2,439,877 to PERS for employee benefits, \$738,192 to R.C. Construction for Fire Station No. 1 and Fire Headquarters, \$593,176 to U.S. Bank for debt service, \$328,801 to Insight Enterprises for Microsoft software licenses, \$246,404 to Los Angeles Truck Centers for purchase of a CNG dump truck, and \$208,617 to Nieves Landscape for landscape renovation in the Santiago Hills Landscape Assessment District.

In the month of April, no investments were purchased, matured or were called. The City's balance in L.A.I.F. on April 30 was \$52,200,000 or an increase of \$4,100,000 due to cash receipts exceeding cash disbursements during the month.

For the month of May 2021

The May cash receipts exceeded cash disbursements by \$26,993,796. The City received \$14,009,094 in American Rescue Plan Act funds for economic relief during the pandemic, \$7,509,024 in property tax in lieu of vehicle license fee, \$5,325,972 in property tax revenue (\$4,367,199 as property tax increment collected for the Successor Agency and \$958,773 for the City), and \$4,591,800 in sales tax revenue. Large disbursements included payments totaling \$1,839,359 to PERS for employee benefits, \$818,268 to R.C. Construction for Fire Station No. 1 and Fire Headquarters, \$368,215 to C.J. Concrete Construction for ADA wheelchair access ramps, and \$337,207 to R.J. Noble for street rehabilitation.

In the month of May, we purchased three Federal Home Loan Bank notes (0.50% for 3 years, 0.75% for almost 4 years, and 1.125% for 5 years). The City's balance in L.A.I.F. on May 31 was \$41,500,000 or a decrease of \$10,700,000 as a result of surplus cash not transferred to LAIF due to staffing constraints.

The City invested \$33,835,748 of its portfolio in money market mutual funds on May 31, which was \$18,835,748 above the maximum limit allowed in the investment policy. This investment category

was out of compliance because surplus funds were not transferred to LAIF until in early June.

For the month of June 2021

The June cash receipts exceeded cash disbursements by \$558,055. The City received \$3,890,206 in sales tax revenue, \$2,002,537 in bond requisition from the lease revenue bonds issued to finance the Fire Headquarters and Fire Station No.1 project, and \$190,541 in property tax revenue. Large disbursements included payments totaling \$1,868,747 to PERS for employee benefits, \$1,199,077 to R.C. Construction for Fire Station No. 1 and Fire Headquarters, \$484,963 to Municipal Water District of Orange County for purchased water, \$343,805 to KASA Construction for renovations at Handy Park, and \$209,133 to C.J. Concrete Construction for concrete replacement at various locations.

In the month of June, one Federal Home Loan Bank note was called. The City's balance in L.A.I.F. on June 30 was \$66,500,000 or an increase of \$25,000,000 due to transfer of surplus cash received in May and the called bond proceeds.

Credit rating on investments

The HSBC medium term note in the portfolio has been downgraded by Standard and Poor's (S&P) from "A" to "A-", which is one level below the minimum "A" rating permitted in the investment policy. It should be noted S&P is the only credit rating agency that issued the downgrade. The other two major national rating companies of Moody's and Fitch have maintained the same bond credit rating.

The Investment Advisory Committee (IAC) recommends the downgraded investment be retained in the portfolio. In addition, the Committee recommends staff to continue to monitor this security and report any negative information on the bond rating to the Committee for further discussions.

Investment Advisory Committee (IAC)

The most recent IAC meeting was August 4, 2021 while the next quarterly Committee meeting is to be scheduled for November 2021.

7. ATTACHMENTS

- Investment Report for April 2021
- Investment Report for May 2021
- Investment Report for June 2021



Agenda Item

City Council

Item #: 3.32.

9/14/2021

File #: 21-0424

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Declaring the property located at 171 North Cypress Street as surplus to the City's needs and finding that the property located at 177 N. Cypress is exempt surplus to the City's needs, and authorizing the disposal of both properties. Resolution No. 11352.

2. SUMMARY

Resolution No. 11352 will declare the property located at 171 North Cypress Street as surplus to the City's needs and will also find that the property located at 177 N. Cypress Street is exempt surplus to the City's needs. The resolution also authorizes the disposal of both properties.

3. RECOMMENDED ACTION

Adopt Resolution No. 11352. A Resolution of the City Council of the City of Orange finding that certain City-owned real property known as 171 N. Cypress Street is surplus to the City's needs and finding that certain City-owned real property known as 177 N. Cypress Street is exempt surplus to the City's needs and authorizing the disposal of said properties.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The properties located at 171 and 177 North Cypress Street were purchased by the City in 2017 in preparation for the construction of the Old Towne West Metrolink Parking Structure. Both properties have small single-family homes that the City has rented on a month-to-month basis since their purchase. With the completion of the parking structure, the properties are no longer needed for any anticipated future use by the City. It is important to note that the properties are contributing structures to the Old Towne Historic District.

In March 2019, the City entered into an Exclusive Negotiating Agreement (ENA) with Break of Dawn, LLC for the properties. Chef and restaurateur Dee Nguyen is the principal of Break of Dawn and he is proposing to rehabilitate the two properties and maintain one house as a residence while converting the other house into a restaurant. The ENA allowed the City to negotiate with Mr. Nguyen

for the possible lease or sale of the properties while processing entitlements to convert 171 N. Cypress Street into a restaurant. Mr. Nguyen has indicated that he would like to purchase the properties from the City however, before the City can negotiate the sale of the two properties it must first declare the properties surplus to City needs.

By declaring these properties surplus to City needs, the City's real property agent can begin the surplus property process. For 171 N. Cypress Street, the process includes the notification to all City departments, various government entities, and affordable housing developers, as required by Government Code Section 54220. If no economically feasible responses are received from these entities, the property will become available for sale to the general public after the expiration of the 60-day notification period. As the property at 177 N. Cypress Street is smaller than 5,000 square feet, it is exempt surplus land meaning that it is not subject to the notification and sale provisions of the Government Code. Any sale and transfer of the property will require approval by the City Council.

Staff recommends approving Resolution 11352 to declare 171 North Cypress Street surplus to City needs and 177 N. Cypress Street exempt surplus to City needs.

7. ATTACHMENT

- Resolution No. 11352



Agenda Item

City Council

Item #: 3.32.

9/14/2021

File #: 21-0424

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

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Declaring the property located at 171 North Cypress Street as surplus to the City's needs and finding that the property located at 177 N. Cypress is exempt surplus to the City's needs, and authorizing the disposal of both properties. Resolution No. 11352.

2. SUMMARY

Resolution No. 11352 will declare the property located at 171 North Cypress Street as surplus to the City's needs and will also find that the property located at 177 N. Cypress Street is exempt surplus to the City's needs. The resolution also authorizes the disposal of both properties.

3. RECOMMENDED ACTION

Adopt Resolution No. 11352. A Resolution of the City Council of the City of Orange finding that certain City-owned real property known as 171 N. Cypress Street is surplus to the City's needs and finding that certain City-owned real property known as 177 N. Cypress Street is exempt surplus to the City's needs and authorizing the disposal of said properties.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The properties located at 171 and 177 North Cypress Street were purchased by the City in 2017 in preparation for the construction of the Old Towne West Metrolink Parking Structure. Both properties have small single-family homes that the City has rented on a month-to-month basis since their purchase. With the completion of the parking structure, the properties are no longer needed for any anticipated future use by the City. It is important to note that the properties are contributing structures to the Old Towne Historic District.

In March 2019, the City entered into an Exclusive Negotiating Agreement (ENA) with Break of Dawn, LLC for the properties. Chef and restaurateur Dee Nguyen is the principal of Break of Dawn and he is proposing to rehabilitate the two properties and maintain one house as a residence while converting the other house into a restaurant. The ENA allowed the City to negotiate with Mr. Nguyen

for the possible lease or sale of the properties while processing entitlements to convert 171 N. Cypress Street into a restaurant. Mr. Nguyen has indicated that he would like to purchase the properties from the City however, before the City can negotiate the sale of the two properties it must first declare the properties surplus to City needs.

By declaring these properties surplus to City needs, the City's real property agent can begin the surplus property process. For 171 N. Cypress Street, the process includes the notification to all City departments, various government entities, and affordable housing developers, as required by Government Code Section 54220. If no economically feasible responses are received from these entities, the property will become available for sale to the general public after the expiration of the 60-day notification period. As the property at 177 N. Cypress Street is smaller than 5,000 square feet, it is exempt surplus land meaning that it is not subject to the notification and sale provisions of the Government Code. Any sale and transfer of the property will require approval by the City Council.

Staff recommends approving Resolution 11352 to declare 171 North Cypress Street surplus to City needs and 177 N. Cypress Street exempt surplus to City needs.

7. ATTACHMENT

- Resolution No. 11352

RESOLUTION NO. 11352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE FINDING THAT CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS 171 N. CYPRESS STREET IS SURPLUS TO THE CITY'S NEEDS AND FINDING THAT CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS 177 N. CYPRESS STREET IS EXEMPT SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSAL OF SAID PROPERTIES.

WHEREAS, the City of Orange (the "City") is a municipal corporation exercising governmental functions and powers, organized and existing under the laws of the State of California; and

WHEREAS, the City owns property commonly known as 171 North Cypress Street (the "Surplus Property"); and

WHEREAS, the City owns property commonly known as 177 North Cypress Street, located on a lot less than 5,000 square feet (the "Exempt Surplus Property"); and

WHEREAS, pursuant Section 65402 of the California Government Code, the City Council finds and determines that the location, purpose and extent of the proposed disposition of the Surplus Property and Exempt Surplus Property have been considered and reported on by the Director of the Community Development Department of the City and that said proposed disposition conforms to the City's adopted general plan; and

WHEREAS, as authorized by California Government Code Section 54221(b)(1), the City Council finds and determines that the Surplus Property and the Exempt Surplus Property are not necessary for the City's use, not needed for the purpose for which they were acquired or for any other public purpose and are, therefore, surplus and exempt surplus land, respectively; and

WHEREAS, this City Council, as the "lead agency" under the California Environmental Quality Act ("CEQA"), finds and determines that the disposal of the Properties is categorically exempt from the provisions of CEQA under Section 15312 of the State CEQA Guidelines relating to the sale of surplus government property; and

WHEREAS, the City Council believes that the sale and disposition of the Properties are to the common benefit of the City and its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange, on the basis of the facts set forth in the agenda report presented to it and any testimony received at the meeting at which this matter was considered, as follows:

1. The foregoing recitals are true and correct.

3. The City Council hereby finds and determines that the Surplus Property and the Exempt Surplus Property are not needed for the purpose for which they were acquired or for any other public purpose and are, therefore, surplus and exempt surplus land, and directs staff to solicit bids for the sale and disposition of the Properties, which bids shall be considered at the time of bid closing by the City Council.

2. The City Council finds and determines that sale of the Properties is categorically exempt from the provisions of CEQA under Section 15312 of the State CEQA Guidelines because the Properties are surplus and exempt surplus government property and not located in an area of statewide, regional or areawide concern identified in CEQA Guideline 15206(b)(4). As such, the City Council hereby authorizes and directs the City Clerk to file a Notice of Exemption with the Orange County Clerk.

Adopted this _____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2021, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.33.

9/14/2021

File #: 21-0473

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Monica Espinoza, Human Resources Director

1. SUBJECT

Amend the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5. Resolution No. 11353.

2. SUMMARY

Per the California Code of Regulations, Title 2, Section 570.5, the City must abide by the California Government Code when establishing and reporting compensation for its employees. The pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title of every employee position, shows the pay rate for each position, indicates the time base for each pay rate, is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website, indicates an effective date and date of any revisions, is retained by the employer and available for public inspection for a period not less than five years, and does not reference another document in lieu of disclosing the pay rate. The last amendment to the Citywide Pay Schedule was effective July 13, 2021 via Resolution No. 11338.

3. RECOMMENDED ACTION

Adopt Resolution No. 11353. A Resolution of the City Council of the City of Orange amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

e: Attract, retain and develop quality employees dedicated to public service.

6. DISCUSSION AND BACKGROUND

On August 10, 2021, the City Council approved the First Amendment to the Agreement for

Employment of the City Attorney in recognition of the City Attorney's dedicated service and performance. This agreement agreed to increase the City Attorney's salary in accordance with the Executive Management Terms of Employment, which established, by Resolution, that the salary for the City Attorney be established at 5% higher than the highest paid Department Head. The resulting salary adjustment is a 4% increase from the previous salary of \$20,232 per month to \$21,053 per month. This salary adjustment has been incorporated into the attached Salary Schedule.

7. ATTACHMENTS

- Resolution No. 11353



Agenda Item

City Council

Item #: 3.33.

9/14/2021

File #: 21-0473

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Monica Espinoza, Human Resources Director

1. SUBJECT

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2. SUMMARY

Per the California Code of Regulations, Title 2, Section 570.5, the City must abide by the California Government Code when establishing and reporting compensation for its employees. The pay schedule must meet the following requirements: must be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, identifies the position title of every employee position, shows the pay rate for each position, indicates the time base for each pay rate, is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer's internet website, indicates an effective date and date of any revisions, is retained by the employer and available for public inspection for a period not less than five years, and does not reference another document in lieu of disclosing the pay rate. The last amendment to the Citywide Pay Schedule was effective July 13, 2021 via Resolution No. 11338.

3. RECOMMENDED ACTION

Adopt Resolution No. 11353. A Resolution of the City Council of the City of Orange amending the Citywide Pay Schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

e: Attract, retain and develop quality employees dedicated to public service.

6. DISCUSSION AND BACKGROUND

On August 10, 2021, the City Council approved the First Amendment to the Agreement for

Employment of the City Attorney in recognition of the City Attorney's dedicated service and performance. This agreement agreed to increase the City Attorney's salary in accordance with the Executive Management Terms of Employment, which established, by Resolution, that the salary for the City Attorney be established at 5% higher than the highest paid Department Head. The resulting salary adjustment is a 4% increase from the previous salary of \$20,232 per month to \$21,053 per month. This salary adjustment has been incorporated into the attached Salary Schedule.

7. ATTACHMENTS

- Resolution No. 11353

RESOLUTION NO. 11353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING THE CITYWIDE PAY SCHEDULE IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5.

WHEREAS, the City of Orange, hereinafter referred to as “City”, contracts with the California Public Employees’ Retirement System to provide retirement benefits for its employees; and

WHEREAS, per California Code of Regulations, Title 2, Section 570.5, the City must abide by the California Government Code when establishing and reporting compensation for its employees; and

WHEREAS, the attached Citywide Pay Schedule must meet the following requirements; must be duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meeting laws, identifies the position title of every employee position, shows the pay rate for each position, indicates the time base for each pay rate, is posted at the office of the employer or immediately accessible for public review during normal business hours or posted on the employer’s internet website, indicates an effective date and date of any revisions, is retained by the employer and available for public inspection for a period not less than five years, and does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, on August 10, 2021, the City Council approved the First Amendment to the Agreement for Employment of the City Attorney in recognition of the City Attorney’s dedicated service and performance. This agreement agreed to increase the City Attorney’s salary in accordance with the Executive Management Terms of Employment, which established, by Resolution, that the salary for the City Attorney be established at 5% higher than the highest paid Department Head. The resulting salary adjustment is a 4% increase from the previous salary of \$20,232 per month to \$21,053 per month. This salary adjustment has been incorporated into the attached Salary Schedule; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that Resolution No. 11338 is hereby rescinded and the attached revised Citywide Pay Schedule, effective August 10, 2021, is approved and incorporated.

ADOPTED this 14th day of September 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of September 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange

Attachment: Citywide Pay Schedule - 2021

City of Orange
Citywide Pay Schedule - Revision Effective June 20, 2021
Approved by City Council on September 14, 2021

Classification Title	Group	Effective	Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Accountant	OMEA	1/3/2021	550	5,541	5,823	6,120	6,432	6,760	7,105		
Accounting Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Administrative Analyst I	SM	6/20/2021	548	5,485	5,766	6,059	6,369	6,693	7,035		
Administrative Analyst II	SM	6/20/2021	568	6,061	6,370	6,695	7,036	7,395	7,772		
Administrative Assistant	OMEA	1/3/2021	498	4,275	4,493	4,722	4,963	5,216	5,482		
Administrative Services Director	EM	6/20/2021	720	12,935	13,596	14,287	15,017	15,783	16,587		
Administrative Specialist	OMEA	1/3/2021	496	4,232	4,448	4,675	4,914	5,164	5,427		
Assistant City Attorney I	SM	6/20/2021	674	10,283	10,809	11,359	11,938	12,547	13,187		
Assistant City Attorney II	SM	6/20/2021	684	10,809	11,361	11,939	12,549	13,189	13,861		
Assistant City Manager	EM	6/20/2021	731	13,664	14,363	15,093	15,864	16,673	17,523		
Assistant Community Devel. Director	SM	6/20/2021	682	10,702	11,249	11,820	12,424	13,058	13,724		
Assistant Community Services Director	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Assistant Engineer	OMEA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		
Assistant Field Services Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Assistant Finance Director	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Assistant Human Resources Director	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Assistant Library Services Director	SM	6/20/2021	628	8,175	8,593	9,029	9,491	9,975	10,483		
Assistant Planner	OMEA	1/3/2021	537	5,193	5,458	5,736	6,028	6,336	6,659		
Assistant Pool Manager	PT&S	12/6/2020	440	18.47	19.41						
Assistant Public Works Director	SM	6/20/2021	694	11,362	11,942	12,550	13,191	13,863	14,570		
Assistant Recreation Services Coordinator	PT&S	12/6/2020	480	22.54	23.70	24.90					
Assistant to the City Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Assistant Water Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Associate Civil Engineer	OMEA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Associate Engineer	OMEA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Associate Planner	OMEA	1/3/2021	572	6,183	6,498	6,830	7,178	7,544	7,929		
Budget Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Budget Officer	SM	6/20/2021	608	7,399	7,778	8,172	8,590	9,028	9,488		
Building Inspection Supervisor	OMA	1/3/2021	578	6,371	6,696	7,037	7,396	7,773	8,170		
Building Inspector	OMEA	1/3/2021	538	5,219	5,485	5,765	6,059	6,368	6,692		
Business License Inspector	OMEA	1/3/2021	526	4,916	5,166	5,430	5,707	5,998	6,303		
Buyer	OMEA	1/3/2021	534	5,116	5,376	5,651	5,939	6,242	6,560		
Chemical Sprayer	OMCEA	1/3/2021	480	3,907	4,107	4,316	4,537	4,768	5,011		
Chief Building Official	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
City Attorney	EM	6/20/2021	N/A	21,053							
City Clerk Services Director	EM	6/20/2021	638	8,593	9,033	9,491	9,976	10,485	11,020		
City Manager	EM	6/20/2021	N/A	20,771							
Civilian Investigative Officer	COPA	6/20/2021	519P	4,747	4,989	5,243	5,510	5,792	6,087	6,331	
Code Compliance Officer	OMEA	1/3/2021	532	5,065	5,323	5,595	5,880	6,180	6,495		
Code Compliance Supervisor	OMA	1/3/2021	578	6,371	6,696	7,037	7,396	7,773	8,170		
Combination Building Inspector	OMEA	1/3/2021	548	5,485	5,766	6,059	6,369	6,693	7,035		
Community Development Director	EM	6/20/2021	708	12,183	12,806	13,457	14,145	14,866	15,624		
Community Services Director	EM	6/20/2021	703	11,883	12,491	13,126	13,796	14,500	15,239		
Construction Inspection Supervisor	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Construction Inspector I	OMEA	1/3/2021	519	4,747	4,989	5,243	5,510	5,792	6,087		
Construction Inspector II	OMEA	1/3/2021	539	5,245	5,512	5,794	6,089	6,400	6,725		
Contract Administrator	OMEA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		
Court Liaison Officer	COPA	6/20/2021	509P	4,516	4,746	4,988	5,243	5,510	5,791	6,023	
Crime Analyst	SM	6/20/2021	566	6,001	6,307	6,629	6,966	7,322	7,695		
Crime Prevention Specialist	COPA	6/20/2021	527P	4,940	5,192	5,457	5,735	6,028	6,335	6,588	
Custodian	OMCEA	1/3/2021	438	3,169	3,331	3,501	3,679	3,867	4,064		
Deputy City Clerk	SM	6/20/2021	570	6,121	6,434	6,762	7,107	7,469	7,850		
Deputy City Manager	SM	6/20/2021	682	10,702	11,249	11,820	12,424	13,058	13,724		
Deputy Public Works Director	SM	6/20/2021	684	10,809	11,361	11,939	12,549	13,189	13,861		
Development Project Manager	OMA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		
Digital Marketing Coordinator	OMA	1/3/2021	553	5,624	5,911	6,212	6,529	6,862	7,212		

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Economic Development Manager	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Economic Development Project Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Emergency Medical Services Manager	SM	6/20/2021	633	8,381	8,810	9,258	9,730	10,227	10,748		
Emergency Preparedness Manager	SM	7/1/2021	633	8,381	8,810	9,258	9,730	10,227	10,748		
Employee Benefits Analyst	SM	6/20/2021	561	5,853	6,152	6,465	6,795	7,142	7,505		
Engineering Intern	PT&S	12/6/2020	385	14.03	14.76	15.50					
Engineering Technician I	OMEA	1/3/2021	508	4,493	4,723	4,963	5,217	5,483	5,762		
Engineering Technician II	OMEA	1/3/2021	528	4,965	5,218	5,484	5,764	6,058	6,367		
Environmental Compliance Specialist	OMEA	1/3/2021	532	5,065	5,323	5,595	5,880	6,180	6,495		
Environmental Program Manager	OMA	1/3/2021	631	8,298	8,723	9,165	9,634	10,125	10,641		
Environmental Scientist	OMEA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Equipment Maint Leadworker	OMCEA	1/3/2021	525	4,891	5,141	5,403	5,678	5,968	6,272		
Equipment Maint. Superintendent	SM	6/20/2021	621	7,895	8,298	8,720	9,165	9,633	10,124		
Equipment Maintenance Supervisor	OMA	1/3/2021	577	6,339	6,663	7,002	7,359	7,735	8,129		
Equipment Mechanic I	OMCEA	1/3/2021	495	4,212	4,426	4,652	4,890	5,138	5,401		
Equipment Mechanic II	OMCEA	1/3/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Equipment Operator	OMCEA	1/3/2021	507	4,471	4,699	4,939	5,191	5,455	5,734		
Equipment Parts Technician	OMCEA	1/3/2021	495	4,212	4,426	4,652	4,890	5,138	5,401		
Executive Assistant	SM	6/20/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Executive Assistant to the Chief	SM	6/20/2021	535	5,141	5,403	5,679	5,969	6,273	6,593		
Facilities Maintenance Supervisor	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Field Services Manager	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Finance Assistant	OMEA	1/3/2021	511	4,561	4,794	5,038	5,295	5,566	5,849		
Finance Clerk	OMEA	1/3/2021	476	3,831	4,026	4,231	4,447	4,674	4,912		
Finance Coordinator	OMA	1/3/2021	554	5,652	5,940	6,243	6,562	6,896	7,248		
Finance Director	EM	6/20/2021	703	11,883	12,491	13,126	13,796	14,500	15,239		
Finance Manager	SM	6/20/2021	600	7,110	7,473	7,853	8,254	8,675	9,116		
Finance Supervisor	SM	6/20/2021	580	6,435	6,763	7,108	7,470	7,851	8,252		
Financial Analyst	SM	6/20/2021	572	6,183	6,498	6,830	7,178	7,544	7,929		
Fire Battalion Chief	OFMA	6/20/2021	690.5	11,165	11,736	12,332	12,962	13,623	14,318		
Fire Captain	Local 2384	6/20/2021	F641.5	10,412	10,412	10,412	10,412	10,412			
Fire Chief	EM	6/20/2021	747	14,799	15,556	16,347	17,182	18,058	18,979		
Fire Engineer	Local 2384	6/20/2021	F610.5	7,338	7,704	8,090	8,494	8,919			
Fire Inspector/Investigator	Local 2384	6/20/2021	F629.5	9,807	9,807	9,807	9,807	9,807			
Fire Safety Specialist	Local 2384	6/20/2021	F591.5	6,673	7,007	7,357	7,725	8,112			
Firefighter	Local 2384	6/20/2021	F585.5	6,476	6,800	7,140	7,497	7,872			
Forensic Services Specialist	COPA	6/20/2021	519P	4,747	4,989	5,243	5,510	5,792	6,087	6,331	
Forensic Services Supv	PMA	6/20/2021	613PM	7,586	7,974	8,379	8,807	9,256	9,727	10,068	
GIS Analyst	OMEA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Hazardous Materials Spec	Local 2384	6/20/2021	F611.5	7,374	7,743	8,130	8,537	8,964			
Historic Preservation Planner	OMA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Homeless Outreach Specialist	COPA	7/1/2021	515P	4,653	4,890	5,140	5,402	5,677	5,967	6,206	
Housing Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Housing Specialist	OMEA	1/3/2021	532	5,065	5,323	5,595	5,880	6,180	6,495		
Human Resources Analyst I	SM	6/20/2021	553	5,624	5,911	6,212	6,529	6,862	7,212		
Human Resources Analyst II	SM	6/20/2021	580	6,435	6,763	7,108	7,470	7,851	8,252		
Human Resources Director	EM	6/20/2021	703	11,883	12,491	13,126	13,796	14,500	15,239		
Human Resources Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Human Resources Technician	OMEA	1/3/2021	506	4,449	4,675	4,914	5,165	5,428	5,705		
Information Technology Manager	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Information Technology Project Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Information Technology Specialist	OMA	1/3/2021	553	5,624	5,911	6,212	6,529	6,862	7,212		
Intergovernmental & Comm Affairs Mgr	SM	6/20/2021	660	9,589	10,080	10,592	11,132	11,701	12,297		
Internal Audit Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Investment/Revenue Officer	SM	6/20/2021	588	6,696	7,039	7,397	7,774	8,171	8,588		
Landscape Coordinator	OMA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		

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Lead Business License Inspector	OMEA	1/3/2021	536	5,167	5,430	5,707	5,998	6,304	6,626		
Lead Custodian	OMCEA	1/3/2021	468	3,681	3,868	4,066	4,273	4,491	4,720		
Lead Finance Clerk	OMEA	1/3/2021	536	5,167	5,430	5,707	5,998	6,304	6,626		
Legal Assistant	OMA	1/3/2021	526	4,916	5,166	5,430	5,707	5,998	6,303		
Librarian I	OMEA	1/3/2021	514	4,629	4,866	5,114	5,375	5,650	5,937		
Librarian II	OMEA	1/3/2021	534	5,116	5,376	5,651	5,939	6,242	6,560		
Librarian III	OMEA	1/3/2021	554	5,652	5,940	6,243	6,562	6,896	7,248		
Library Assistant	OMEA	1/3/2021	474	3,793	3,986	4,189	4,403	4,627	4,863		
Library Clerk	OMEA	1/3/2021	428	3,015	3,169	3,330	3,500	3,679	3,866		
Library Literacy Coordinator	OMEA	1/3/2021	514	4,629	4,866	5,114	5,375	5,650	5,937		
Library Manager I	OMA	1/3/2021	582	6,499	6,831	7,179	7,545	7,930	8,335		
Library Manager II	OMA	1/3/2021	592	6,831	7,181	7,545	7,931	8,336	8,760		
Library Page	OMEA	1/3/2021	389	2,482	2,609	2,742	2,881	3,028	3,183		
Library Services Director	EM	6/20/2021	689	11,082	11,648	12,240	12,866	13,522	14,211		
Library Support Services Assistant	OMEA	1/3/2021	474	3,793	3,986	4,189	4,403	4,627	4,863		
Library Tech & Support Services Mgr.	OMA	1/3/2021	592	6,831	7,181	7,545	7,931	8,336	8,760		
Library Technology Assistant	OMEA	1/3/2021	474	3,793	3,986	4,189	4,403	4,627	4,863		
Library Technology Coordinator	OMEA	1/3/2021	534	5,116	5,376	5,651	5,939	6,242	6,560		
Library Technology Specialist	OMEA	1/3/2021	514	4,629	4,866	5,114	5,375	5,650	5,937		
Library Volunteer Coordinator	OMEA	1/3/2021	498	4,275	4,493	4,722	4,963	5,216	5,482		
Lifeguard/Swim Instructor	PT&S	12/6/2020	420	16.71	17.57						
Maintenance Worker	OMCEA	1/3/2021	457	3,485	3,662	3,848	4,045	4,251	4,468		
Management Intern	PT&S	12/6/2020	385	14.03	14.76	15.50					
Manager of Trans Svcs/City Traffic Eng	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Network/Security Analyst	SM	6/20/2021	599	7,074	7,436	7,814	8,213	8,632	9,071		
Office Assistant	OMEA	1/3/2021	448	3,331	3,501	3,680	3,867	4,065	4,272		
Parking Control Officer I	PT&S	12/6/2020	409	15.82	16.63	17.48					
Parking Control Officer II	COPA	6/20/2021	486P	4,026	4,232	4,448	4,674	4,913	5,163	5,370	
Parks and Facilities Attendant	PT&S	12/6/2020	415	16.30	17.14	18.01					
Parks and Facilities Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Parks Maint Leadworker	OMCEA	1/3/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Parks Maintenance Helper	PT&S	12/6/2020	385	14.03	14.76	15.50					
Parks Maintenance Supervisor	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Parks Maintenance Worker I	OMCEA	1/3/2021	457	3,485	3,662	3,848	4,045	4,251	4,468		
Parks Maintenance Worker II	OMCEA	1/3/2021	477	3,850	4,046	4,252	4,469	4,697	4,937		
Payroll Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Payroll Specialist	OMA	1/3/2021	546	5,431	5,708	5,999	6,305	6,627	6,965		
Payroll Technician	OMEA	1/3/2021	536	5,167	5,430	5,707	5,998	6,304	6,626		
Permit Technician	OMEA	1/3/2021	498	4,275	4,493	4,722	4,963	5,216	5,482		
Plan Check Engineer	OMEA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		
Plan Examiner	Local 2384	6/20/2021	F611.5	7,374	7,743	8,130	8,537	8,964			
Planning Aide	OMEA	1/3/2021	507	4,471	4,699	4,939	5,191	5,455	5,734		
Planning Manager	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Police Academy Trainee	PT&S	12/6/2020	550	5,541	<Monthly						
Police Administrative Assistant	COPA	6/20/2021	499P	4,296	4,515	4,746	4,988	5,242	5,509	5,730	
Police Armorer	COPA	6/20/2021	499P	4,296	4,515	4,746	4,988	5,242	5,509	5,730	
Police Cadet I	PT&S	12/6/2020	385	14.03	14.76	15.50					
Police Cadet II	PT&S	12/6/2020	395	14.75	15.51	16.30					
Police Captain	PMA	6/20/2021	731PM	13,664	14,363	15,093	15,864	16,673	17,523	18,136	
Police Chief	EM	6/20/2021	758	15,635	16,434	17,269	18,152	19,077	20,050		
Police Clerk	COPA	6/20/2021	478P	3,869	4,066	4,273	4,492	4,721	4,961	5,160	
Police Code Enforcement Officer	COPA	6/20/2021	552P	5,596	5,882	6,181	6,497	6,828	7,176	7,463	
Police Communications Manager	PMA	6/20/2021	607PM	7,362	7,739	8,132	8,547	8,983	9,441	9,771	
Police Dispatch Shift Supervisor	COPA	6/20/2021	556P	5,709	6,000	6,306	6,628	6,966	7,321	7,614	
Police Dispatcher	COPA	6/20/2021	538P	5,219	5,485	5,765	6,059	6,368	6,692	6,960	
Police Jailer	COPA	7/1/2021	499P	4,296	4,515	4,746	4,988	5,242	5,509	5,730	
Police Lieutenant	PMA	6/20/2021	691SL	11,193	11,765	12,363	12,995	13,657	14,354	15,215	15,747

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Police Officer	COPA	6/20/2021	595P	6,935	7,289	7,659	8,050	8,461	8,892	9,248	
Police Records Clerk	COPA	6/20/2021	478P	3,869	4,066	4,273	4,492	4,721	4,961	5,160	
Police Records Manager	PMA	6/20/2021	606PM	7,325	7,700	8,091	8,504	8,938	9,394	9,723	
Police Records Shift Supervisor	COPA	6/20/2021	538P	5,219	5,485	5,765	6,059	6,368	6,692	6,960	
Police Reserve Officer I	PT&S	12/6/2020	453	19.71	20.71	21.76					
Police Reserve Officer II	PT&S	12/6/2020	413	16.14	16.97	17.83					
Police Reserve Officer III	PT&S	12/6/2020	393	14.61	15.36	16.14					
Police Sergeant	PMA	6/20/2021	649SL	9,078	9,542	10,027	10,539	11,077	11,641	12,339	12,771
Police Services Officer	COPA	6/20/2021	499P	4,296	4,515	4,746	4,988	5,242	5,509	5,730	
Police Subpoenas & Warrants Specialist	COPA	6/20/2021	499P	4,296	4,515	4,746	4,988	5,242	5,509	5,730	
Police Training Coordinator	COPA	6/20/2021	509P	4,516	4,746	4,988	5,243	5,510	5,791	6,023	
Police Volunteer Coordinator	COPA	6/20/2021	527P	4,940	5,192	5,457	5,735	6,028	6,335	6,588	
Pool Manager	PT&S	12/6/2020	460	20.40	21.45	22.54					
Principal Civil Engineer	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Principal Planner	SM	6/20/2021	638	8,593	9,033	9,491	9,976	10,485	11,020		
Project Development Coordinator	OMA	1/3/2021	579	6,403	6,729	7,073	7,433	7,812	8,211		
Project Engineer	OMEA	1/3/2021	589	6,730	7,074	7,433	7,813	8,212	8,630		
Property Officer	COPA	6/20/2021	513P	4,606	4,842	5,089	5,348	5,621	5,908	6,144	
Public Affairs & Information Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Public Works Administrative Manager	SM	6/20/2021	618	7,778	8,175	8,590	9,029	9,490	9,974		
Public Works Director	EM	6/20/2021	720	12,935	13,596	14,287	15,017	15,783	16,587		
Public Works Maint Worker I	OMCEA	1/3/2021	457	3,485	3,662	3,848	4,045	4,251	4,468		
Public Works Maint Worker II	OMCEA	1/3/2021	477	3,850	4,046	4,252	4,469	4,697	4,937		
Public Works Maintenance Leadworker	OMCEA	1/3/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Public Works Maintenance Supervisor	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Purchasing Officer	SM	6/20/2021	600	7,110	7,473	7,853	8,254	8,675	9,116		
Real Property Agent	OMA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Recreation Services Activity Specialist	PT&S	12/6/2020	460	20.40	21.45	22.54					
Recreation Services Coordinator	OMEA	1/3/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Recreation Services Leader I	PT&S	12/6/2020	385	14.03	14.76						
Recreation Services Leader II	PT&S	12/6/2020	395	14.75	15.51						
Recreation Services Leader III	PT&S	12/6/2020	415	16.30	17.14	18.01					
Recreation Services Manager	SM	6/20/2021	639	8,636	9,078	9,539	10,026	10,538	11,075		
Recreation Services Supervisor	OMA	1/3/2021	572	6,183	6,498	6,830	7,178	7,544	7,929		
Risk Management Analyst	SM	6/20/2021	551	5,569	5,852	6,151	6,464	6,794	7,141		
Risk Manager	SM	6/20/2021	653	9,261	9,734	10,229	10,751	11,300	11,875		
School Crossing Guard	PT&S	12/6/2020	385	14.03	14.76	15.50					
School Crossing Guard Supervisor	PT&S	12/6/2020	410	15.90	16.72	17.56					
Senior Accountant	OMA	1/3/2021	570	6,121	6,434	6,762	7,107	7,469	7,850		
Senior Administrative Analyst	SM	6/20/2021	598	7,039	7,399	7,775	8,172	8,589	9,026		
Senior Assistant City Attorney	SM	6/20/2021	704	11,943	12,553	13,191	13,865	14,572	15,315		
Senior Assistant to the City Manager	SM	6/20/2021	649	9,078	9,542	10,027	10,539	11,077	11,641		
Senior Buyer	OMA	1/3/2021	554	5,652	5,940	6,243	6,562	6,896	7,248		
Senior Civil Engineer	OMA	1/3/2021	631	8,298	8,723	9,165	9,634	10,125	10,641		
Senior Code Compliance Officer	OMEA	1/3/2021	552	5,596	5,882	6,181	6,497	6,828	7,176		
Senior Combo. Building Inspector	OMEA	1/3/2021	568	6,061	6,370	6,695	7,036	7,395	7,772		
Senior Contract Administrator	OMA	1/3/2021	599	7,074	7,436	7,814	8,213	8,632	9,071		
Senior Econ Development Project Mgr	SM	6/20/2021	644	8,854	9,307	9,780	10,279	10,804	11,354		
Senior Emergency Medical Svcs Mgr	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Senior Executive Assistant to the City Council and the City Manager	SM	6/20/2021	565	5,971	6,275	6,596	6,931	7,285	7,657		
Senior Finance Clerk	OMEA	1/3/2021	496	4,232	4,448	4,675	4,914	5,164	5,427		
Senior Fire Inspection Specialist	OMA	1/3/2021	588	6,696	7,039	7,397	7,774	8,171	8,588		
Senior GIS Analyst	OMA	1/3/2021	622	7,934	8,340	8,763	9,211	9,681	10,174		
Senior Housing Manager	SM	6/20/2021	644	8,854	9,307	9,780	10,279	10,804	11,354		
Senior Human Resources Analyst	SM	6/20/2021	610	7,473	7,855	8,254	8,676	9,119	9,583		

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Senior Landscape Coordinator	OMA	1/3/2021	599	7,074	7,436	7,814	8,213	8,632	9,071		
Senior Legal Assistant	OMA	1/3/2021	546	5,431	5,708	5,999	6,305	6,627	6,965		
Senior Library Clerk	OMEA	1/3/2021	458	3,502	3,680	3,868	4,065	4,273	4,490		
Senior Library Manager	SM	6/20/2021	608	7,399	7,778	8,172	8,590	9,028	9,488		
Senior Office Assistant	OMEA	1/3/2021	468	3,681	3,868	4,066	4,273	4,491	4,720		
Senior Permit Technician	OMEA	1/3/2021	518	4,723	4,964	5,217	5,483	5,763	6,057		
Senior Plan Check Engineer	OMA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Senior Planner	OMA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Senior Police Clerk	COPA	6/20/2021	498P	4,275	4,493	4,722	4,963	5,216	5,482	5,701	
Senior Traffic Signal Technician	OMEA	1/3/2021	568	6,061	6,370	6,695	7,036	7,395	7,772		
Senior Water Meter Service Wkr	WDEA	1/3/2021	503	4,383	4,606	4,841	5,088	5,348	5,620		
Senior Water Quality Inspector	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Skilled Maint Leadworker	OMCEA	1/3/2021	520	4,770	5,014	5,269	5,538	5,821	6,118		
Skilled Maintenance Wkr -Water	WDEA	1/3/2021	500	4,317	4,538	4,770	5,013	5,268	5,537		
Skilled Maintenance Worker – Facilities	OMCEA	1/3/2021	500	4,317	4,538	4,770	5,013	5,268	5,537		
Skilled Maintenance Worker – Parks	OMCEA	1/3/2021	500	4,317	4,538	4,770	5,013	5,268	5,537		
Skilled Maintenance Worker – Public Works	OMCEA	1/3/2021	500	4,317	4,538	4,770	5,013	5,268	5,537		
Stock Clerk	OMEA	1/3/2021	457	3,485	3,662	3,848	4,045	4,251	4,468		
Swimming Attendant	PT&S	12/6/2020	385	14.03	14.76						
Systems Analyst	SM	6/20/2021	599	7,074	7,436	7,814	8,213	8,632	9,071		
Traffic Management Center Tech	OMEA	1/3/2021	568	6,061	6,370	6,695	7,036	7,395	7,772		
Traffic Operations Superintendent	OMA	1/3/2021	587	6,663	7,003	7,360	7,736	8,130	8,545		
Traffic Signal Technician I	OMEA	1/3/2021	508	4,493	4,723	4,963	5,217	5,483	5,762		
Traffic Signal Technician II	OMEA	1/3/2021	528	4,965	5,218	5,484	5,764	6,058	6,367		
Transportation Analyst	OMEA	1/3/2021	602	7,181	7,548	7,931	8,336	8,762	9,208		
Tree Services Coordinator	OMA	1/3/2021	557	5,737	6,030	6,338	6,661	7,000	7,357		
Warehouse/Inventory Specialist	OMEA	1/3/2021	515	4,653	4,890	5,140	5,402	5,677	5,967		
Water Maintenance Leadworker	WDEA	1/3/2021	520	4,770	5,014	5,269	5,538	5,821	6,118		
Water Maintenance Supervisor	OMA	1/3/2021	567	6,031	6,338	6,662	7,001	7,358	7,734		
Water Maintenance Worker I	WDEA	1/3/2021	461	3,554	3,736	3,926	4,127	4,337	4,558		
Water Maintenance Worker II	WDEA	1/3/2021	481	3,927	4,128	4,338	4,559	4,792	5,036		
Water Manager	SM	6/20/2021	669	10,030	10,542	11,078	11,644	12,239	12,862		
Water Meter Service Worker I	WDEA	1/3/2021	469	3,699	3,887	4,086	4,294	4,513	4,744		
Water Meter Service Worker II	WDEA	1/3/2021	489	4,087	4,296	4,515	4,745	4,987	5,241		
Water Plant Operator I	WDEA	1/3/2021	494	4,191	4,404	4,629	4,865	5,112	5,374		
Water Plant Operator II	WDEA	1/3/2021	514	4,629	4,866	5,114	5,375	5,650	5,937		
Water Quality Inspector	OMA	1/3/2021	547	5,458	5,737	6,029	6,337	6,660	7,000		
Water Yard Storekeeper	WDEA	1/3/2021	491	4,129	4,339	4,560	4,793	5,037	5,293		

Group Key:

COPA: City of Orange Police Association
EM: Executive Management
Local 2384: Orange City Firefighters, Inc. Local 2384
OFMA: Orange Fire Management Association
OMA: Orange Management Association
OMCEA: Orange Maintenance and Crafts Employees' Association
OMEA: Orange Municipal Employees' Association
PMA: Police Management Association
PT&S: Part-Time & Seasonal Employees (Hourly)
SM: Senior Management
WDEA: Water Division Employees' Association



Agenda Item

City Council

Item #: 3.34.

9/14/2021

File #: 21-0478

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager, Community Services Director

1. SUBJECT

Establishing the day and time for Park Planning and Community Events Commission meetings. Resolution No. 11355.

2. SUMMARY

The Park Planning and Community Events Commission shall meet in regular session on the fourth Wednesdays of January, April, July, and October and shall convene at the hour of 5:30 p.m.

3. RECOMMENDED ACTION

Adopt Resolution No. 11355. A Resolution of the City Council of the City of Orange fixing the day and time for meetings of the Park Planning and Community Events Commission.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

a: Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

At City Council direction, the former Park Planning and Development Commission is being reinstated and revised to become the Park Planning and Community Events Commission. As Chapter 2.60 of the Orange Municipal Code has been updated to reflect the new name and role of the revised commission, the attached resolution sets the day and time for the new Park Planning and Community Events Commission meetings. The proposed quarterly schedule complements the capital improvement project planning cycle, as well as allows for discussion of special events seasonally. A special meeting may be called by the chair or a majority of the Commission, as needed. The meeting time is consistent with the previous commission and the current Design Review Committee. It is anticipated the Parks Planning and Events Commission will have its first meeting on Wednesday, October 27, 2021.

7. ATTACHMENTS

- Resolution No. 11355



Agenda Item

City Council

Item #: 3.34.

9/14/2021

File #: 21-0478

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Bonnie Hagan, Assistant City Manager, Community Services Director

1. SUBJECT

Establishing the day and time for Park Planning and Community Events Commission meetings. Resolution No. 11355.

2. SUMMARY

The Park Planning and Community Events Commission shall meet in regular session on the fourth Wednesdays of January, April, July, and October and shall convene at the hour of 5:30 p.m.

3. RECOMMENDED ACTION

Adopt Resolution No. 11355. A Resolution of the City Council of the City of Orange fixing the day and time for meetings of the Park Planning and Community Events Commission.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

a: Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

At City Council direction, the former Park Planning and Development Commission is being reinstated and revised to become the Park Planning and Community Events Commission. As Chapter 2.60 of the Orange Municipal Code has been updated to reflect the new name and role of the revised commission, the attached resolution sets the day and time for the new Park Planning and Community Events Commission meetings. The proposed quarterly schedule complements the capital improvement project planning cycle, as well as allows for discussion of special events seasonally. A special meeting may be called by the chair or a majority of the Commission, as needed. The meeting time is consistent with the previous commission and the current Design Review Committee. It is anticipated the Parks Planning and Events Commission will have its first meeting on Wednesday, October 27, 2021.

7. ATTACHMENTS

- Resolution No. 11355

RESOLUTION NO. 11355

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ORANGE FIXING THE DAY AND
TIME FOR MEETINGS OF THE PARK
PLANNING AND COMMUNITY EVENTS
COMMISSION.**

WHEREAS, the City Council desires to set the day and time for the regular meetings of the Park Planning and Community Events Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

Section 1. The Park Planning and Community Events Commission shall meet in regular session on the fourth Wednesdays of January, April, July, and October and shall convene at the hour of 5:30 p.m. If any regular meeting date should fall on a holiday, the same day in the following week shall be designated as the meeting day. A special meeting may be called by the chair or a majority of the members of the Park Planning and Community Events Commission.

Section 2. Be it further resolved that this Resolution shall become operative upon the effective date of Ordinance No. 14-21.

ADOPTED this ____ day of _____, 2021

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.35.

9/14/2021

File #: 21-0496

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Revision of qualifications for appointment to City Council created committees. Resolution No. 11356.

2. SUMMARY

Adoption of the attached resolution revises qualifications for appointment to City Council created committees. Specifically, qualifications for the newly renamed Park Planning and Community Events Commission.

3. RECOMMENDED ACTION

Adopt Resolution No. 11356. A Resolution of the City Council of the City of Orange repealing Resolution Nos. 9625, 10112, and 11064 and revising qualifications for appointment to City Council created committees.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

[Goal 4: Provide outstanding public service

a: Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

At City Council direction, the former Park Planning and Development Commission is being reinstated and revised to become the Park Planning and Community Events Commission. Orange Municipal Code Chapter 2.60 was updated to reflect the new name and role accordingly with Ordinance No. 14-21, which was approved for First Reading at the August 10 City Council meeting. Second Reading and adoption is on the Consent Calendar for approval.

Adoption of Resolution No. 11356 reflects the proposed changes to the Park Planning and Community Events Commission and shall become operative upon the effective date of Ordinance No. 14-21.

7. ATTACHMENTS

- Resolution No. 11356



Agenda Item

City Council

Item #: 3.35.

9/14/2021

File #: 21-0496

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Revision of qualifications for appointment to City Council created committees. Resolution No. 11356.

2. SUMMARY

Adoption of the attached resolution revises qualifications for appointment to City Council created committees. Specifically, qualifications for the newly renamed Park Planning and Community Events Commission.

3. RECOMMENDED ACTION

Adopt Resolution No. 11356. A Resolution of the City Council of the City of Orange repealing Resolution Nos. 9625, 10112, and 11064 and revising qualifications for appointment to City Council created committees.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

[Goal 4: Provide outstanding public service

a: Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

At City Council direction, the former Park Planning and Development Commission is being reinstated and revised to become the Park Planning and Community Events Commission. Orange Municipal Code Chapter 2.60 was updated to reflect the new name and role accordingly with Ordinance No. 14-21, which was approved for First Reading at the August 10 City Council meeting. Second Reading and adoption is on the Consent Calendar for approval.

Adoption of Resolution No. 11356 reflects the proposed changes to the Park Planning and Community Events Commission and shall become operative upon the effective date of Ordinance No. 14-21.

7. ATTACHMENTS

- Resolution No. 11356

RESOLUTION NO. 11356

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ORANGE REPEALING
RESOLUTION NOS. 9625, 10112 AND 11064 AND
REVISING QUALIFICATIONS FOR
APPOINTMENT TO CITY COUNCIL CREATED
COMMITTEES.**

WHEREAS, the City Council creates boards, commissions, and committees to assist in the carrying out of the City's business and to further the public interest; and

WHEREAS, on June 11, 2002, by Resolution No. 9625, on August 22, 2006, by Resolution No. 10112, and on February 13, 2018, by Resolution No. 11064, the City Council established criteria for such boards, commissions, and committees; and

WHEREAS, the City Council desires to revise and update the membership criteria for citizen appointment to such boards, commissions, and committees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that upon the effective date of Ordinance No. 14-21, Resolution Nos. 9625, 10112 and 11064 are hereby repealed in their entirety.

BE IT FURTHER RESOLVED that in order to be considered for appointment to specified City Council created boards, commissions, or committees, a citizen must fulfill the applicable qualifications set forth in attached Exhibit A and, pursuant to Orange Municipal Code Section 2.55.020, must meet these qualifications at all times while serving as a member of such board, commission, or committee. The new regulations shall become operative upon the effective date of Ordinance No. 14-21 and shall apply prospectively only.

ADOPTED this 14th day of September, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 14th day of September 2021, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

Attachment: Exhibit A

Exhibit A

QUALIFICATIONS FOR CITY COUNCIL CREATED COMMITTEES

1. Audit Committee

- Number: The Committee shall consist of five members.
- Qualifications: Members shall include the City Treasurer and four citizen representatives. The citizen representatives must reside or be permanently employed in the City of Orange. Qualifications being equal, preference will be given to residents of Orange. The designation of Certified Public Accountant (CPA) or other related business experience, is required. No member shall be financially interested in any contract, or otherwise conduct any business with any member of the City Council, the City Manager, the Finance Director, the Treasurer, the City, or any of its agencies, either on an individual basis or as a partner, major shareholder, member, or employee of any firm.
- Purpose: The purpose of the Committee is to assist the City Council in discharging its responsibilities for the overall stewardship of the City's financial affairs. This includes reviewing financial information, ascertaining the existence and adequacy of accounting and internal control systems and related safeguards over City assets, and overseeing the audit function.
- Duties: The duties are to select the independent financial auditor for the financial statement audit; monitor the progress of the financial statement audit; evaluate the results of the financial statement audit; ensure that any control weaknesses and legal compliance violations identified in the course of the financial statement audit are promptly and effectively remedied; serve as a direct communications link between the City Council and the independent auditor; monitor the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, as examined by the internal audit function and the independent financial auditor; maintain minutes of Committee proceedings and report to the City Council at least annually; review results of contract compliance audits and financial statement reviews conducted by the City's internal audit function, such as trash contracts, internal controls, and revenue audits; and review results of compliance audits and reviews conducted by outside agencies, such as DOT grants, M2 funds for the Senior Mobility Program, and the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program.
- Compensation: None.

2. Traffic Commission

- Number: The Commission shall consist of five members.
- Qualifications: The Commission members shall have their primary residence in the City. One member shall be submitted to the Mayor for appointment by the Orange

Unified School District. The Chief of Police or designee and the City Traffic Engineer or designee, shall be non-voting members of the Commission.

- Duties: Duties are set forth in Chapter 10.06 of the Orange Municipal Code.
- Compensation: None.

3. Community Development Block Grant Program Committee

- Number: The Committee shall consist of five members
- Qualifications: Members shall have their primary residence in the City. Members should show an interest in and knowledge of housing and community development issues, especially as they relate to affordable housing and public service for residents of low and moderate income.
- Purpose: To provide a public engagement process in the allocation of CDBG funds as required by 24 C.F.R. Part 91.105
- Duties: Duties are set forth in the CDBG Program Policies and Procedures Manual maintained by the City.
- Compensation: None.

4. Design Review Committee

- Number: The Committee shall consist of five members.
- Qualifications: Members shall have their primary residence or primary place of employment in the City. Members shall be qualified to analyze and interpret architectural and site planning information, including, but not limited to, licensed landscape architects, architects, urban planners, engineers and licensed general contractors. At least two members shall have professional experience in urban planning, architectural history or historic preservation and possess a general knowledge of architecture in the Old Towne Historic District.
- Purpose: As set forth in Section 17.08.020.D of the Orange Municipal Code.
- Duties: Duties are set forth in Section 17.08.020.D of the Orange Municipal Code.
- Compensation: As determined by Resolution of the City Council.

5. Investment Advisory Committee

- Number: The Committee shall consist of three voting members and the City Treasurer and Finance Director, who shall serve as non-voting members.
- Qualifications: Voting members must have either their primary residence or primary place of employment in the City. Voting members shall have substantial education and five years of demonstrated managerial experience in one or more of the following areas: investment banking, investment brokerage and sales, investment management, financial management and planning or commercial banking.
- Purpose: To independently review the City's investments to determine their consistency with the City's investment policy principal objectives of safety first, liquidity second, and a total rate of return third.
- Duties: Duties are to report to and act as an advisory body to the Investment Oversight Committee; review the City's Investment Policy annually and recommend revisions as necessary; review the Treasurer's Report as defined by Government Code Section

- 53646 to ensure conformance with the City's Statement of Investment Policy and review related factors such as risk, diversification and maturity; provide advice regarding potential investment, potential investment strategies, and suitability of pools such as Local Agency Investment Fund (LAIF); provide written recommendations to the Investment Oversight Committee with an unedited and uncensored copy of the Committee's recommendations to be provided to the City Council along with the Investment Oversight Committee's recommendations for any City Council action.
- Compensation: None.

6. Park Planning and Community Events Commission

- Number: The Commission shall consist of seven members.
- Qualifications: Members shall have their primary residence in the City. Committee members shall have knowledge of sports complexes and/or park development, and knowledge of City-sponsored events.
- Duties: Duties are set forth in Chapter 2.60 of the Orange Municipal Code.
- Compensation: None.

7. Planning Commission

- Number: The Commission shall consist of five members.
- Qualifications: Members shall have their primary residence in the City. Members shall have general knowledge of land use and development.
- Purpose: As set forth in Section 17.08.020.B
- Duties: Duties are set forth in Section 17.08.020 of the Orange Municipal Code.
- Compensation: As determined by Resolution of the City Council.



Agenda Item

City Council

Item #: 7.1.

9/14/2021

File #: 21-0472

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Membership of the Planning Commission. (Continued from August 10, 2021)

2. SUMMARY

At the July 13 meeting, the City Council directed staff to agendize for discussion the appropriate number of members that shall serve on the Planning Commission. At the August 10 meeting, the item was continued to September 14.

3. RECOMMENDED ACTION

Provide direction related to the number of members that shall serve on the Planning Commission.

4. FISCAL IMPACT

If the size of the Planning Commission increases, there will be a fiscal impact of approximately \$2,880 per year based on the per meeting stipend of \$60 per member. There may also be ancillary costs related to staff support and meeting preparation.

5. STRATEGIC PLAN GOALS

N/A

6. DISCUSSION AND BACKGROUND

At the July 13th meeting, the City Council directed staff to agendize for discussion the appropriate number of members that shall serve on the Planning Commission. If the Council agrees to expand the membership of the Planning Commission, then staff will need to return with an update to Title 2 of the Orange Municipal Code.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 7.1.

9/14/2021

File #: 21-0472

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Membership of the Planning Commission. (Continued from August 10, 2021)

2. SUMMARY

At the July 13 meeting, the City Council directed staff to agendize for discussion the appropriate number of members that shall serve on the Planning Commission. At the August 10 meeting, the item was continued to September 14.

3. RECOMMENDED ACTION

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4. FISCAL IMPACT

If the size of the Planning Commission increases, there will be a fiscal impact of approximately \$2,880 per year based on the per meeting stipend of \$60 per member. There may also be ancillary costs related to staff support and meeting preparation.

5. STRATEGIC PLAN GOALS

N/A

6. DISCUSSION AND BACKGROUND

At the July 13th meeting, the City Council directed staff to agendize for discussion the appropriate number of members that shall serve on the Planning Commission. If the Council agrees to expand the membership of the Planning Commission, then staff will need to return with an update to Title 2 of the Orange Municipal Code.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 7.2.

9/14/2021

File #: 21-0151

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Master Encroachment Agreement with Verizon Wireless for the installation of small cell facilities in the public right-of-way.

2. SUMMARY

The proposed Master Encroachment Agreement would allow Verizon Wireless to apply for individual permits to install small cell facilities on City streetlight poles.

3. RECOMMENDED ACTION

Approve the Master Encroachment Agreement by and between the City of Orange and Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, for the construction, installation, maintenance, and operation of telecommunications network facilities within the public right-of-way, and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The City will receive \$270 per year for each facility that is installed under this agreement.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

As demand for wireless data grows, the major cell carriers are augmenting their traditional cell towers with small cell facilities mounted on City streetlight poles. These small cell facilities help expand network coverage and increase capacity. A companion item on this agenda is a proposed Council policy on the installation of small wireless facilities, and this agreement would conform to that policy.

In 2017, the City entered into a Master Encroachment Agreement with Mobilitie, who installed six small cell facilities for Sprint (now a part of T-Mobile). In 2018, the City entered into a Master Encroachment Agreement with AT&T who has applied for or installed more than 60 small cell facilities in the city.

The proposed Master Encroachment Agreement with Los Angeles SMSA Limited Partnership (Verizon) allows Verizon to install small cell facilities on City-owned streetlight poles once they have obtained individual permits for each site from the Public Works Department. The permit review process includes design review, review of construction drawings and structural analysis, and site

inspections.

The terms and conditions of the proposed Agreement include:

- Annual Attachment Fee of \$270 per facility
- Attachment Fee is subject to an annual increase of 3%
- Agreement term is ten years with one five-year extension
- Individual permits approved under this agreement have an initial term of ten years, with three five-year extensions

Staff recommends approving the proposed agreement to allow Verizon to apply for individual permits for small cell facilities in the public right-of-way.

7. ATTACHMENT

- Master Encroachment Agreement with Verizon Wireless



Agenda Item

City Council

Item #: 7.2.

9/14/2021

File #: 21-0151

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Master Encroachment Agreement with Verizon Wireless for the installation of small cell facilities in the public right-of-way.

2. SUMMARY

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3. RECOMMENDED ACTION

Approve the Master Encroachment Agreement by and between the City of Orange and Los Angeles SMSA Limited Partnership, DBA Verizon Wireless, for the construction, installation, maintenance, and operation of telecommunications network facilities within the public right-of-way, and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The City will receive \$270 per year for each facility that is installed under this agreement.

5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

As demand for wireless data grows, the major cell carriers are augmenting their traditional cell towers with small cell facilities mounted on City streetlight poles. These small cell facilities help expand network coverage and increase capacity. A companion item on this agenda is a proposed Council policy on the installation of small wireless facilities, and this agreement would conform to that policy.

In 2017, the City entered into a Master Encroachment Agreement with Mobilitie, who installed six small cell facilities for Sprint (now a part of T-Mobile). In 2018, the City entered into a Master Encroachment Agreement with AT&T who has applied for or installed more than 60 small cell facilities in the city.

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The terms and conditions of the proposed Agreement include:

- Annual Attachment Fee of \$270 per facility
- Attachment Fee is subject to an annual increase of 3%
- Agreement term is ten years with one five-year extension
- Individual permits approved under this agreement have an initial term of ten years, with three five-year extensions

Staff recommends approving the proposed agreement to allow Verizon to apply for individual permits for small cell facilities in the public right-of-way.

7. ATTACHMENT

- Master Encroachment Agreement with Verizon Wireless

MASTER ENCROACHMENT AGREEMENT

MASTER ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF ORANGE AND LOS ANGELES SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATIONS NETWORK FACILITIES WITHIN THE PUBLIC RIGHT- OF-WAY

THIS MASTER ENCROACHMENT AGREEMENT for the Construction, Installation, Maintenance and Operation of Telecommunications Network Facilities Within the Public Right-of-Way (“Agreement”) is entered into effective as of _____, 2021 (“Effective Date”) between the CITY OF ORANGE, a municipal corporation organized and operating under the laws of the State of California (“City”), and LOS ANGELES SMSA LIMITED PARTNERSHIP, d/b/a VERIZON WIRELESS (“Permittee” and together with City, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, Permittee is a limited partnership, duly organized and existing under the laws of the State of California and authorized by the Public Utilities Commission of the State of California (“PUC”) under its Certificate of Public Convenience and Necessity (“CPCN”) to provide telecommunications services;

WHEREAS, Permittee seeks City’s permission to construct, install, and maintain a comprehensive network of Telecommunications Network Facilities (as defined herein) within City’s Public Right-of-Way (as defined herein) within City, which work is within the scope of Permittee’s CPCN;

WHEREAS, City has the authority to regulate the terms and conditions for the use of the Public Right-of-Way for the construction, installation, maintenance, and operation of Telecommunications Network Facilities by telecommunications providers through the issuance of Permits (as defined herein) and the authority to impose permit and other fees on Permittee in connection with its placement of Telecommunications Network Facilities in the Public Right-of-Way;

WHEREAS, the purpose of this Agreement is to provide the general framework within which Permittee will apply for necessary Permits and install, move, and/or remove Telecommunications Network Facilities on City Property located within the Public Right-of-Way within the corporate limits of City;

NOW, THEREFORE, in consideration of the Recitals and the mutual promises contained herein, the Parties do hereby agree to the following terms and conditions:

1. Definitions.

City – means the City of Orange, a municipal corporation organized and operating under the laws of the State of California, and includes the duly elected or appointed officers, agents, employees, and volunteers of the City of Orange, individually or collectively.

City Property – means any City-owned buildings, land or other property located outside of the Public Right-of-Way, and any City-owned infrastructure located within the Public Right-of-Way, including, without limitation utility poles, traffic light poles, wires, fiber-optic strands, conduit and street light poles.

Laws – means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having joint or several jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way including, without limitation, any regulation or order of an official entity or body, including the Federal Communications Commission (“FCC”) or any successor agency. A reference to “Laws” shall include, without limitation, any lawful provision of the Orange Municipal Code (“OMC”) or any other City ordinance, resolution or regulation.

Permit – means an individual encroachment permit, in substantially the same form as attached hereto as Exhibit “A,” obtained by Permittee from City pursuant to an application filed in accordance with all applicable City procedures and requirements. The term does not include permits, agreements or other authorizations required to occupy City Property other than that subject to the Permit. The Permit authorizes Permittee to install the Facilities described in the Permit.

Permittee – means the Permittee named as a Party, above, and its lawful successors or permitted assigns.

Public Right-of-Way – means the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and similar places, as the same now or may thereafter exist, that are owned or controlled by City, are dedicated to the use of the general public for street purposes, and are under the jurisdiction of City. This term shall not include any property owned by any person or agency other than City, except as provided by applicable Laws or pursuant to an agreement between City and any person. This term shall not include any City Property.

Telecommunications Network Facilities or Facilities – means, without limitation, antennas, radios, fiber optic cables, wires, lines, conduits, converters, splice boxes, cabinets, handholes, manholes, vaults, drains, surface location markers, waveguides, poles, towers, conductors, ducts, amplifiers, appliances, pedestals, or other associated equipment and related hardware, appurtenances, and facilities to be used by Permittee to provide service or to be located by Permittee on City Property and/or in any Public Right-of-Way of City and used or be useful for the transmission of Telecommunications Services – all as described in more detail in any and all Permits.

Telecommunications Services – means services that Permittee is authorized to offer and/or provide through the Facilities pursuant to its CPCN and PUC decisions pertaining to telecommunications.

2. Limitations and Restrictions of Permit.

2.1 Subject to the provisions of this Agreement and all applicable Laws, City hereby allows Permittee and its employees, contractors, subcontractors, agents, representatives and permitted assigns to encroach upon City's Public Right-of-Way for the purpose of construction, installation, maintenance, location, movement, operation, placement, protection, reconstruction, reinstallation, relocation, removal, repair and replacement of the Facilities on City Property as described and shown in any applicable Permit, which by this reference is incorporated herein ("Work"). Permittee hereby certifies that the descriptions and drawings submitted to City to obtain any and all Permits are true, complete and accurate. This permission granted under this Agreement is not a permission to do any Work except as described in applicable Permits and is subject to all applicable City procedures and requirements, including but not limited to the requirement for prior review and approval of City of each Permit, and the acceptance hereof shall evidence Permittee's agreement to all applicable City procedures and requirements, and the additional conditions contained herein. In the event of a contradiction, conflict or inconsistency between the terms of the Agreement and any Permit, the terms of the Permit shall govern the Work to be performed under such Permit.

2.2 Permittee provides Telecommunications Services in California. The type of services Permittee offers to its carrier customers through Facilities in the Public Right-of-Way consists of communications services which are presently permitted by law. If Permittee is authorized by the PUC to provide additional and/or alternative services, including but not limited to community antenna television systems or commercial video programming, and intends to offer such services to customers within the corporate limits of City, Permittee shall give City as much advance written notice as practicable, up to and including three (3) months' prior notice, of its intent to change the service provided by way of the Facilities installed under this Agreement, and comply with all applicable City procedures and requirements. Permittee acknowledges that any expansion or changes in the regulatory authority over such services may, if mandated by law, require Permittee to enter into a new agreement consistent with all applicable City procedures and requirements regulating such services or the expansion or change in services, if such service changes fall under the lawful regulation, jurisdiction, and authority of City in accordance with Laws.

2.3 Permittee shall not commence any Work until Permittee has first obtained a Permit to do so. Permit applications and accompanying fees must be submitted and paid, respectively, in accordance with the provisions of City's policies, procedures, and rules. City shall, in writing, either approve the Permit application, or reject the application by identifying the specific reasons why the Permit application is not in compliance with this Agreement, the OMC, or the City's Small Wireless Facility Installation Policy as adopted by the City Council. Commencing on the first day of the month following the approval of a Permit by City ("Commencement Date"), Permittee shall pay City the sum of TWO HUNDRED SEVENTY DOLLARS and 00/100 (\$270.00) ("Attachment Fee") for the street light attachment approved under the respective Permit. The first payment of the Attachment Fee for each Permit shall be due and payable within forty-five (45) days of the Commencement Date. Thereafter, all remaining Attachment Fees shall be paid on or before the anniversary of the Commencement Date. All Attachment Fees shall be reasonably prorated by the Parties for any period during which the Facilities at a particular location are not in operation or the applicable Permit is terminated for any reason. The Attachment Fees shall be

delivered to City by mailing a check to the following address: City of Orange, Attn: Accounts Receivable, 300 East Chapman Avenue, Orange, CA 92866. Commencing on the first anniversary of the Commencement Date for each respective Permit, and on each anniversary thereafter, the annual Attachment Fees for such Permit shall be increased by an amount equal to three percent (3%) of the Attachment Fees in effect for the immediately previous year. City shall provide Permittee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required.

2.4 Permittee is hereby given notice of existing state law, Chapter 3.1, Division 5, Title 1 of the Government Code, Sections 4215 et seq., which requires owners of underground facilities to join a regional notification center such as Underground Service Alert (USA); requires contractors to contact such a regional notification center prior to excavation; requires facility owners to mark their underground facilities when notified; and sets civil penalties for failure to comply therewith. Prior to construction, Permittee shall contact USA to verify the location of existing underground facilities.

2.5 Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Permittee shall not interfere in any material manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other telecommunications, utility, and municipal property existing as of the date Permittee installs its Facilities onto City Property without the approval of the owner(s) of the affected property or properties. In addition, and notwithstanding the foregoing, Permittee may not, without prior approval from City, install any Facilities underneath any City sidewalk that runs parallel to a curb. City agrees that City and/or any other tenants of any City Property that house Permittee's Facilities who currently have or in the future take possession of such City Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing Facilities of Permittee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

2.6 This Agreement is not a grant by City of any property interest but is made subject and subordinate to the prior and continuing right of City to use all the Public Right-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way.

2.7 This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are recorded in the public record or of which City notifies Permittee in writing on or before the date of this Agreement, and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights.

Notwithstanding the foregoing, no reference herein to a “Public Right-of-Way” shall be deemed to be a representation or guarantee by City that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes, and Permittee shall be deemed to gain only those rights to use as are properly in City and as City may have the undisputed right and power to give.

2.8 The construction, installation, operation, maintenance, and removal of said Facilities shall be accomplished without cost or expense to City in compliance with the applicable Permit and in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right- of-Way. Notwithstanding the foregoing, unless required by federal, state or local law, City’s approval for equipment shall not be required in connection with equipment that consists of upgrades or replacements of “like-kind” equipment which is substantially similar in appearance, dimensions and weight.

2.9 Permittee, in its sole discretion, may submit a Permit to City for approval which allows Permittee to replace an existing City-owned standard pole with a replacement pole (“Replacement Pole”) sufficient to accommodate Permittee’s Facilities. Upon installation of a Replacement Pole, title to the Replacement Pole shall automatically transfer to City without the need for execution of a written instrument evidencing the same. If a Replacement Pole is damaged or destroyed and is no longer suitable to support Permittee’s Telecommunication Network Facilities, Permittee shall be responsible for the cost difference, if any, in replacing such replacement pole. The cost difference shall be determined by subtracting the cost of City’s standard pole from the cost of the Replacement Pole, if the cost of the Replacement Pole is greater than that of City’s standard pole.

2.10 If Permittee’s Facilities are installed on more than ten (10) Replacement Poles, Permittee shall provide and deliver to City one (1) additional Replacement Pole (excluding mast arm) so that a replacement is immediately available to City in case an existing Replacement Pole in use by Permittee is damaged or destroyed and is no longer suitable to support Permittee’s Telecommunication Network Facilities.

2.11 The term of this Agreement (“Term”) shall commence as of the Effective Date, and shall continue until the earlier of (a) ten (10) years or (b) such time as the Agreement is terminated by either Party pursuant to the termination procedures set forth below in Section 8 of this Agreement. Not less than ninety (90) days prior to the expiration of the Term (unless earlier terminated pursuant to Section 8), either Party may provide written notice seeking to re-negotiate any provision of this Agreement or provide written notice to the other Party of non-renewal of the Agreement. If the Parties are renegotiating the Agreement in good faith but cannot come to agreement prior to expiration of the Term, the Agreement shall expire on its own terms unless the Parties agree in writing to extend the Agreement as currently executed for an additional maximum period of one hundred eighty (180) days (“Status Quo Extended Term”). If negotiations are not concluded and the Parties do not come to terms on a new agreement by the expiration of the Status Quo Extended Term, the Agreement shall expire and be terminated by its own terms. If the Parties come to terms on a new agreement prior to expiration of the Status Quo Extended Term, but City is unable to obtain City Council approval prior to such expiration, the Status Quo Extended Term shall be extended to the date of City Council action on the new agreement, after which date, if City

Council has approved the new agreement, it shall become effective. If neither Party provides written notice seeking to re-negotiate the Agreement or seeking non-renewal prior to the expiration of the Term pursuant to the terms of this Section 2.11, the Term of the Agreement shall automatically be extended for one additional period of five (5) years, and all other provisions of this Agreement shall remain intact.

2.12 The term of each Permit shall be for ten (10) years beginning on its Commencement Date. So long as this Agreement has not expired, the term of each Permit shall automatically be extended for three (3) additional five (5) year terms unless Permittee terminates it at the end of the then-current term by giving City written notice of the intent to terminate at least three (3) months prior to the end of the then-current term. The expiration of the Agreement shall not terminate any Permit, but instead, (i) the terms of the Agreement shall continue to apply to any existing Permits in place as of the termination of the Agreement, and (ii) the Permit shall expire upon the expiration of the then-current term (i.e., no additional renewals are permitted).

3. No Interests in City Property or Public Right-of-Way.

3.1 No Right, Title or Interest. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against City Property or against the Public Right-of-Way. No right, title or interest (including franchise interest) in the Public Right-of-Way, or any part thereof, shall vest or accrue in Permittee by reason of this Agreement or the issuance of any Permit or exercise of any privilege given thereby.

3.2 Possessory Interest. The Parties agree that no possessory interest is created by this Agreement. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, Permittee acknowledges that City has given to Permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to this Agreement may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this Agreement.

4. Compliance with All Laws.

Permittee shall comply with all applicable Laws and all other applicable City procedures and requirements, including City's Small Wireless Facility Installation Policy, at all times. No repair or construction shall be performed except in accordance with this Agreement and applicable City procedures and requirements, to the extent they are not in conflict with any paramount authority of the state or federal government.

5. Reservation of Rights.

City's agreement hereto is not a waiver of and is without prejudice to any right City may have under law to regulate, tax or impose fees or charges on Permittee, including, but not limited to fees or charges for attaching Facilities to City Property (whether such is in the Public Right-of-Way or not, and using City-generated power) or any right Permittee may have under the law to provide services through the Facilities pursuant to state or federal Laws, rules or regulations,

including but not limited to Public Utilities Code Sections 7901 and 7901.1, Government Code Section 65964.1 and Section 253(c) of the Telecommunications Act of 1996. Permittee shall be subject to any taxes, fees or charges that City lawfully imposes on the Facilities and Telecommunications Services in the future. Nothing herein shall affect in any way City's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Permittee. Nothing herein is intended to impose regulations or conditions on Permittee that City is preempted from imposing by state or federal Laws.

6. Work Standards; Repairs.

6.1 The Work shall be done in a good and skillful manner, subject to the supervision and reasonable satisfaction of City. Permittee's representative shall be physically present at any construction site at all times that construction or excavation is being conducted. Permittee's Work shall comply with all standards imposed by City law and be conducted with the least possible hindrance or interference to the Public Right-of-Way and City Property.

6.2 Permittee shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its Facilities in Public Right-of-Way, and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of City.

6.3 If Public Right-of-Way to be used by Permittee has preexisting installation(s) placed in said Right-of-Way, Permittee shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of Permittee's proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Permittee's installation shall be borne solely by Permittee.

6.4 Permittee shall be responsible for ensuring that the Work of employees, contractors, subcontractors, agents, representatives and permitted assigns is performed consistent with this Agreement and applicable Laws, and shall be responsible for all acts or omissions of such third parties when acting upon the direction of Permittee including responsibility for promptly correcting acts or omissions. This section is not meant to alter tort liability of Permittee to third parties.

7. Removal, Relocation and Abandonment.

7.1 Subject to the provisions of this Section 7, Permittee shall at its sole expense and without cost or expense to City, properly remove, relocate and/or abandon (in accordance with Section 7.6) any or all of the Facilities installed, used, and maintained under this Agreement if and when such Facilities may be deemed by City to be detrimental to the public health, safety, or welfare; are in conflict vertically and/or horizontally with any proposed City installation; interfere with any City construction project; or must be removed, relocated and/or abandoned due to any abandonment, change of grade, alignment or width of any street, sidewalk or other public facility by City or other public agency, including the construction, maintenance, or operation of any other City underground or aboveground facilities including but not limited to any sewer, storm drain,

conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other public agency; provided, however, that Permittee shall not be required to bear the expense of a removal, relocation or abandonment requested under this Section 7.1 on behalf of, or for the benefit of, any third party unaffiliated with either Party.

7.2 If Permittee is required to remove, relocate or abandon (in accordance with Section 7.6) its Facilities pursuant to Section 7.1, City shall reasonably cooperate with Permittee to determine a mutually acceptable location on Public Right-of-Way where Permittee may relocate said Facilities. In the event Permittee relocates the Facilities to a new location as set forth in this Section 7.2, the terms of this Agreement will apply to the Work at the relocated Facilities unless the Parties agree otherwise. Permittee will be required to apply for a new Permit to conduct Work to relocate and re-install Facilities in the new location, the approval of which Permit shall not be unreasonably withheld. If the removal or relocation is caused by City, then any Permit fees associated with such application shall be waived.

7.3 If Permittee is required to remove, relocate or abandon its Facilities pursuant to Section 7.1, such removal, relocation or abandonment (in accordance with Section 7.6) shall be completed within one hundred eighty (180) days after written notice delivered by City unless exigencies dictate a shorter period for removal, relocation and/or abandonment, and such shorter period is stated in the written request ("RRA Notice Period"). The RRA Notice Period shall be no less than forty-five (45) days, subject to permitting and agency approvals.

7.4 If removal or relocation cannot reasonably be accomplished within the RRA Notice Period or the Parties agree in writing to a period longer than the RRA Notice Period, then Permittee shall commence such removal or relocation within the RRA Notice Period and thereafter continue the same diligently until completion thereof.

7.5 If Permittee has not complied with such written request for removal, relocation or abandonment within the RRA Notice Period or executed a written agreement to extend the RRA Notice Period within the RRA Notice Period, then, on the first business day immediately following the last day of the RRA Notice Period, City may cause the removal, relocation or abandoning work to be done at Permittee's sole cost and expense and, in the case of relocation, may use its sole discretion to determine a new location for the Facilities. Under such circumstances, City shall only be obligated to perform such work in a manner consistent with the standard practices of City in performing street work and construction. City shall not be obligated to repair or replace any materials or improvements in a form or manner consistent with any applicable Permit or any plans and specifications submitted by Permittee, and City shall not be responsible for any damages whatsoever to Permittee as a result of City performing such work, unless City performs such work in a negligent or reckless manner.

7.6 If any portions of the Facilities covered under this Agreement are no longer used by Permittee, or are abandoned for a period in excess of one year, Permittee shall notify City and shall either promptly vacate and remove the Facilities at its own expense or, with City's permission, may abandon some or all the Facilities in place. After such non-operation, removal or abandonment, Permittee shall have no further obligations to City (including the payment of any Attachment Fees) and no further rights to the Facilities. Under such circumstances, Permittee shall cooperate in good faith to execute any documents necessary to convey title to the Facilities to City.

7.7 In the event Permittee removes, relocates or abandons its Facilities or any portion thereof, it shall be so completed consistent with all applicable City procedures and requirements. Should Permittee remove the Facilities from the Public Right-of-Way, Permittee shall, within ten (10) days after such removal, give notice thereof to City specifying the Public Right-of-Way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Permittee shall obtain a Permit from City and pay applicable permitting, plan check, and inspection fees.

8. Termination, Default and Remedies.

8.1 Permittee may terminate any or all Permits at any time for cause or for no cause at all, and City may terminate any and all Permits for cause only, by delivering thirty (30) days' written notice of said termination to the other Party. "For cause" termination by City shall be limited to those reasons expressly provided herein. Such termination by Permittee shall not relieve it of any obligation to City regarding any existing breach of any Permit or this Agreement at the time of such termination.

8.2 Within ninety (90) days after such termination, Permittee shall remove its Facilities from the Public Right-of-Way and repair and restore such Right-of-Way to ameliorate all effects caused by such removal, except that Permittee shall not be responsible for damage resulting from normal wear and tear, acts of God, and natural disasters. Notwithstanding such termination, Permittee's obligations under the following sections of this Agreement shall survive the termination of this Agreement: Sections 4, 6.3, 7.7, and 8.8.

8.3 In connection with a particular Permit, in the event that Permittee fails to install its Facility on City Property as authorized under such Permit within one (1) year after the date Permittee receives all applicable governmental approvals to install its Facility, City may notify Permittee in writing of its intent to terminate the Permit due to abandonment. If Permittee does not respond to said notice within thirty (30) days of delivery, City shall have the right, at its sole discretion, to declare the Permit terminated by abandonment, provided however, in the event the delay in installation is due to no fault by Permittee, City shall extend the period in which Permittee is required to install its Facilities under this Section 8.3.

8.4 In the event Permittee defaults, or fails to keep, fulfill or perform any of the material terms or conditions of this Agreement or any Permit and fails to remedy such default within forty-five (45) days after delivery of written notice from City of such default or failure, or, if such cure cannot reasonably be completed within said forty-five (45) days, Permittee fails to commence such cure and thereafter diligently continue to cure the default until completion thereof, City may, upon written notice to Permittee, terminate this Agreement, if the default is under the Agreement or a substantial number of Permits, or the affected Permit. Upon such termination, this Agreement or the affected Permit, as applicable, shall be cancelled, and all of the rights and privileges of Permittee under the Agreement or the affected Permit, as applicable, shall be deemed surrendered.

8.5 Notwithstanding the notice and cure periods set forth in Sections 7.3, 7.6, 8.3 and 8.4, in the event that City finds that the Telecommunications Network System poses an imminent threat to the public health, welfare and safety, City shall so notify Permittee in writing and telephonically to Permittee's Network Operations Center number at 1-800-264-6620 ("NOC")

and, after providing Permittee an opportunity to cure, may take immediate steps to mitigate the threat, including but not limited to removal and relocation of the Facilities, the reasonable and documented cost of such work to be borne solely by Permittee, unless such threat was caused by negligence or willful misconduct of City or its employees, agents or contractors. The Parties agree to attempt in good faith to work cooperatively with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Facilities.

8.6 Failure on the part of any Party to comply with the terms and conditions of this Agreement, including but without limitation Permittee's representation that the CPCN is valid and has not been terminated, revoked or abandoned, and the Work and use of the Facilities is within the scope of the CPCN, shall constitute a default and material breach of this Agreement. Each Party shall be entitled to exercise all rights and remedies in the event of a breach, including, in the case of a default and material breach by Permittee, City's right, at its sole discretion, to withhold issuance of any new Permits and/or commence administrative enforcement proceedings against Permittee pursuant to all applicable Laws.

8.7 Upon termination for any reason, City may require Permittee to remove the affected Facilities and restore the Public Right-of-Way and City Property at its sole cost and according to the requirements of the Permit and the OMC. Under such circumstances, Section 7.5 shall apply. If, within ninety (90) days of termination, Permittee does not remove the affected Facilities pursuant to Section 8.2, the Facilities shall be deemed conveyed to City and Permittee shall have no further obligation to remove, relocate, or maintain the Facilities and no further right to control or use the Facilities. Upon the Facilities being deemed so conveyed to City, Permittee shall take all necessary steps, including but not limited to executing any necessary documents, to transfer ownership of the Facilities to City.

8.8 Upon expiration or termination for any reason, Permittee shall remain liable for any amount due under the Agreement, which obligation to pay shall survive any termination of this Agreement; provided, however, the obligation of Permittee to pay Attachment Fees shall terminate (and such fees shall be prorated in accordance with Section 2.3 above) upon such termination. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to indemnification and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

9. Performance Bond.

9.1 Prior to issuance of the first Permit after the Effective Date, Permittee shall file with and shall thereafter at all times during the remaining term of this Agreement and any and all Permits keep on file with City a performance bond, in a form that shall be reasonably approved by City and under any and all circumstances in compliance with applicable Laws, naming City as obligee in an amount equal to approximately one hundred percent (100%) of the total cost of removal of the Facilities (as reasonably approved by City and as may be increased or decreased from time to time with approval of City, the "Bond").

9.2 The Parties agree that the initial amount of the Bond shall be \$30,000, which is based upon the estimated cost of removing fifteen (15) Facilities, to guarantee and assure the faithful performance of Permittee's obligations under this Agreement. Upon the issuance of the

16th Permit and every subsequent Permit, City may request Permittee to increase the amount of the Bond by \$2,000 for each subsequent Facility Permittee installs on City Property. Alternatively, Permittee, may in its sole discretion, purchase or increase the existing bond by the number of likely additional Facilities multiplied by \$2,000.

9.3 City shall have the right to draw against the Bond, only in the event of an uncured default beyond applicable notice and cure periods by Permittee that results in an unauthorized abandonment of the Facilities; provided that Permittee is first given written notice of any intent to draw against the Bond and an opportunity to cure, and only to the extent of the actual cost of removal of any Facilities that are abandoned by Permittee without City's permission or otherwise not in accordance with Sections 7.5 and 7.6. Upon such withdrawal from the Bond, City shall provide notice to Permittee of the amount withdrawn and the date thereof. Forty-five (45) days after City's delivery of notice of the Bond withdrawal authorized herein, Permittee shall deposit such further bond, or other security, as City may require, which is sufficient to meet the requirements of this Agreement. Any portion of the Bond that is not drawn upon by City as reimbursement for actual costs of removal of the Facilities shall be released and refunded to Permittee upon written notice by City to the surety and Permittee, which shall be provided upon expiration or early termination of the Agreement and the removal of all of the Facilities.

10. Hold Harmless and Indemnification.

10.1 Permittee, for itself, its agents, contractors and employees, shall defend, indemnify and hold harmless City, its duly elected and appointed officers, agents, employees, and representatives from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, fines, costs and expenses including without limitation reasonable attorneys' fees, and penalties or losses of any kind or nature whatsoever, to the extent caused by Permittee's breach of this Agreement and any Permit, except to the extent arising from City's or its officers', agents', employees' or representatives' negligence, willful misconduct or criminal act.

10.2 Except to the extent caused by City's or its officers', agents', employees' or representatives' negligence, willful misconduct or criminal acts, this indemnification shall include without limitation and to the extent caused by Permittee claims for: (1) injury to or death of any person; (2) property damage; (3) performance or failure to perform the obligations under this Agreement and any Permit by Permittee, or its contractors, subcontractors, agents, employees, or other persons acting on Permittee's direction; (4) the design, placement, maintenance, repair, or condition of the Facilities; (5) all claims, demands, damage, causes of action, proceedings, loss, liability, costs and expenses (including reasonable attorneys' fees) of any kind alleging injury to or death of persons or damage to public or private property including environmental damage that arises from or is directly attributable to, the Facilities or any release, remediation, and/or clean-up costs caused by any release of hazardous materials or contaminants from the Facilities during operations and/or after abandonment; and (6) all other claims of any nature whatsoever which may be caused by the Work.

10.3 In the event that City or any of its duly elected or appointed officers, agents, employees or representatives shall be made a party to any action due to Permittee's violation of this Agreement or any Permit or any federal, state or local Laws including but not limited to

Section 4 of this Agreement, Permittee shall indemnify, defend (with legal counsel reasonably acceptable to City) and hold City harmless from any and all such claims.

10.4 Permittee, for itself and its successors and assigns, hereby waives all claims and causes of action, whether now existing or hereafter arising, against City or its duly elected or appointed officers, agents, or employees, for damages, physical or otherwise, to any of the Facilities covered by this Agreement from any cause whatsoever, except to the extent caused by City's or its officers', agents', employees' or representatives' negligence, willful misconduct or criminal acts.

10.5 The provisions of this Section 10 shall apply regardless of whether City prepared, supplied, or approved plans or specifications or inspected any of the Work or improvements installed and constructed pursuant to this Agreement and any Permit.

11. Limits of Liability.

11.1 Neither Party shall be liable, under any theory, to the other Party, for any indirect, special punitive or consequential damages including, but not limited to, any claim for loss of services, lost revenue or profits or third-party damages whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11.2 Nothing in this Agreement shall be deemed to make City or any officer or employee of City responsible or liable to Permittee or any other person by reason of City's approval of plans for the Work or by reason of any inspections of the Facilities conducted by City, except and to the extent caused by City's negligence, willful misconduct or criminal acts.

12. Insurance.

12.1 Except to the extent caused by City's negligence, willful misconduct or criminal acts, Permittee shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may arise from or be caused by Permittee's performance under this Agreement and any Permit, or by anyone Permittee has directly employed, and whether such damage or injury shall accrue or be discovered before or after termination of this Agreement and Permit.

12.2 Prior to the issuance of any Permit, Permittee shall be required to secure and keep in full force and effect at all times during the term of this Agreement and any Permit, a policy or policies of commercial general liability, automobile liability insurance and such other insurance as City may from time to time require, written by a company or companies authorized to do business within the State of California and approved by City, which reasonable approval may not be withheld. Said policies shall include the City of Orange, its duly elected or appointed officers, and employees as additional insureds as their interest may appear under this Agreement, under the policies in the following amounts which may be adjusted from time to time to reflect changes of circumstances and the rate of inflation:

(a) Commercial General Liability Insurance in an amount of One Million Dollars (\$1,000,000) per occurrence combined single limit covering bodily injuries, including

accidental death; and property damage insurance including damage to rented premises in the amount of One Million Dollars (\$1,000,000); and

(b) Automobile Liability Insurance covering all owned and non-owned vehicles with a combined single limit of One Million Dollars (\$1,000,000) each accident for bodily injury, including accidental death and for property damage.

(c) Workers' compensation insurance as required by law for the protection of its employees during the progress of the Work and employer's liability insurance in an amount of One Million Dollars (\$1,000,000).

12.3 All policies shall contain a "Severability of Interest" clause and be "Primary Coverage" for any loss arising from or caused in whole by Permittee's performance under this Agreement. Upon receipt of notice from its insurer(s), Permittee shall use commercially reasonable efforts to provide City with thirty (30) days' prior written notice of any policy cancellation of coverage.

12.4 Prior to the issuance of any Permit and on an annual basis, Permittee shall furnish City with a "certificate of insurance" and an "additional insured endorsement" for both the commercial general and automobile liability insurance. The endorsements shall include that the City of Orange, its duly elected or appointed officers, and employees are included as additional insureds as their interest may appear under this Agreement under the policies required herein. This insurance is primary to the coverage of City. Neither City nor any of its insurers shall be required to contribute to any loss.

PERMITTEE SHALL FURNISH THE REQUIRED CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT(S) BEFORE CITY ISSUES THE FIRST PERMIT AND EXECUTES THIS AGREEMENT.

12.5 In the event Permittee employs contractors or subcontractors as part of the Work covered by this Agreement, it shall be the responsibility of Permittee to ensure that all contractors or subcontractors comply with substantially similar insurance requirements that are stated in this Agreement.

13. General Conditions.

13.1 Any right or power conferred, or duty imposed upon any officer, employee, department or commission of City, shall be subject to transfer by operation of law to any other officer, employee, department or commission of City.

13.2 Permittee agrees to keep its Facilities, reasonably related City-owned facilities, including streets, and the Public Right-of-Way in good and safe condition and free from any nuisance, to the reasonable satisfaction of City.

13.3 The permission provided under this Agreement and any Permit is non-exclusive. The grant of any Permit or any of the terms or conditions contained herein shall not be construed to prevent City from granting similar permits and/or licenses or any identical, similar or other type

of license or franchise to use the Public Right-of-Way to any person, firm or corporation other than Permittee.

13.4 This Agreement and any Permit are not intended for any third party's benefit and cannot be enforced by any third party.

13.5 This Agreement and any and all Permits shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

13.6 This Agreement and any and all Permits issued to Permittee contain the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all Parties.

13.7 No provision herein made for the purpose of securing performance of the terms and conditions of this Agreement and any Permit shall be deemed an exclusive remedy, or to afford the exclusive procedure for the enforcement of the Agreement's or any Permit's terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

13.8 No rights and duties under this Agreement or any Permit shall be assigned or delegated by Permittee without the prior written approval of City, which approval shall not be unreasonably withheld. Notwithstanding any provision in this Agreement to the contrary, Permittee shall have the right to assign this Agreement without City's consent to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Permittee, or to any entity into which Permittee may be merged or consolidated or which purchases all or substantially all of the assets of Permittee that are subject to this Agreement; provided, however, that in the event of such assignment, Permittee shall provide within sixty (60) days of such assignment (a) written notice to City, specifically identifying (i) the name of the assignee; (ii) its corporate form (e.g., corporation, limited liability company, etc.); (iii) its place of incorporation or organization; (iv) its CPCN number; (v) the name, title, address, telephone number and e-mail address of the appropriate person for notice purposes if different from that set forth in Section 13.12, below; and (vi) the assignee's relationship to Permittee; (b) a copy of the assignee's CPCN; and (c) a copy of any document memorializing such assignment. To the extent Permittee desires to maintain the confidentiality of such document, City will execute a separate confidentiality agreement. The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Facilities deployed by Permittee in the Public Rights-of-Way pursuant to this Agreement may be owned and/or operated by Permittee's third-party wireless carrier customers ("Carriers") and installed and maintained by Permittee pursuant to license agreements between Permittee and such Carriers. Such Facilities shall be treated as Permittee's Facilities for all purposes under this Agreement provided that (i) Permittee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities; (ii) Permittee's sole point of contact regarding such Facilities shall be Permittee; and (iii) Permittee shall have the right to remove and relocate the Facilities.

13.9 A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement and any Permit shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement or any other Permit whether of the same or different character.

13.10 If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or of any Permit, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

13.11 If any one or more of the covenants or agreements or portions thereof provided in this Agreement or any Permit shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement or of any Permit.

13.12 All notices herein must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below, or on the date of receipt if delivered by commercial express carrier (e.g., FedEx, DHL, etc.) as confirmed by signature of the receiving Party, or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office. Should City or Permittee change its address, the other Party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests between the Parties shall be given to the other Party addressed as follows:

City:	City of Orange Public Works Director / City Engineer 300 East Chapman Avenue Orange, CA 92866 (714)744-5525
Permittee:	Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, NJ 07921 Attention: Network Real Estate Site: City of Orange SC MLA

13.13 In case of an emergency due to interference or any unforeseen events, City will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. City will make every reasonable effort to coordinate its emergency response with Permittee. To that end, City will use the NOC number provided above. Additionally, in order to protect the public health and safety, prior to City accessing or performing any work on a City Property on which Permittee has installed Telecommunications Equipment, Licensee shall deactivate such Telecommunications Equipment

if any of City's employees or agents must move closer to the Equipment than the FCC recommended minimum distance. In such case, City will contact Permittee at the NOC number to request immediate deactivation.

13.14 If any Laws (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the Parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date stated in the introductory clause.

CITY:

City of Orange, a municipal corporation
organized and operating under the laws of the
State of California

By: _____
Mark A. Murphy, Mayor

ATTEST

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning, Sr. Assistant City Attorney

PERMITTEE:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular Inc., d/b/a Verizon
Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
FORM OF PERMIT

Project Number

ENCROACHMENT PERMITCity of Orange, California
PUBLIC WORKS DEPARTMENT

Permit No.

0

APPLICANT: -

ADDRESS -

CONTACT NAME

PHONE

ADDITIONAL
CONTACTSCITY OF ORANGE
BUSINESS LICENSE:CONTRACTOR
LICENSE NO.LICENSE
CLASS

JOB

LOCATION:

PROPOSED
WORK:**Call 714-744-5526**for Inspection
24 hr. before start of work**After Hour Emergency****Call 714-538-1961****Street Tree** Trimming,
Planting, Removal, & Root
Pruning Not Permitted.
(O.M.C. 12.28, 12.32)

DigAlert Number Required

TRAFFIC
CONTROL:**Comply with current California M.U.T.C.D and W.A.T.C.H. Handbook**☐ Traffic Control Plan AttachedWork
Hours:

INSURANCE:

☐ General Liability☐ Workers Comp☐ Exempt (Self-Insured)

ADDITIONAL REQUIREMENTS:

NPDES WATERSHED:

- ☐ Lower Santa Ana
☐ San Diego Creek
☐ Los Alamitos

PRIORITY:

No NPDES Impact

I hereby certify that I will comply with the General Conditions and any Additional Requirements stated on this permit.

Applicant:

Date:

FEES:

AMOUNT

ACCOUNT NO.

Performance Bond Deposit:

\$ **\$0.00**

811.20351

Plan Check:

\$ **\$0.00**

100.5001.46310

Inspection:

\$ **\$0.00**

100.5001.46320

Permit Issuance:

\$ **\$0.00**

100.5001.42285

Method of Payment:

Total: **\$0.00**

This permit is based upon an approved plan for said work, duly filed in the office of the City Engineer, which is hereby referred to and made a part of; and is subject to all rules and regulations of the Municipal Code of the City of Orange in regard to such work, and all amendments thereto.

Approved:

DATE:

EXPIRATION:

(Public Works Department)

DISTRIBUTION:

☐ APPLICANT☐ INSPECTOR☐ FINANCE☐ CENTRAL FILE☐ OTHERS

INSPECTION

Date Project Completed:

Inspector

SIGN OFF:

Deposit Refund

☐ OK to Refund:☐ Hold Deposit

(11/2012)

GENERAL CONDITIONS
FOR ENCROACHMENT PERMIT

City of Orange
Public Works Department

1 **Permit Authorization:** Permittee is authorized to place its facilities in City streets and rights-of-way in accordance with plans, specifications, and drawings submitted to and approved by the Director of Public Works ("Director") and the conditions set forth below, and in compliance with the provisions of Chapter 12.64 of the Orange Municipal Code.

2 **Codes and Standards:** Permittee agrees to perform the work authorized by this permit in a good and workmanlike manner subject to the approval of the Director. Permittee shall install and maintain its facilities in accordance with the requirements of the Orange Municipal Code, the California Public Utilities Commission General Order No. 128, the City of Orange Department of Public Works Standard Plans & Specifications ("City Standard Plan"), and the Standard Plans and Specifications for Public Works Construction ("Greenbook"), as it now exists or may hereafter be amended. Permittee shall strictly adhere to all building and zoning codes currently or hereafter in force.

Permittee shall arrange, install and maintain its lines, cables, structures, facilities, and appurtenances on both public and private properties in a manner that will cause no unreasonable interference with the use of that public or private property. All structures, lines, equipment, and connections in and upon the streets, public rights-of-way, or other public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe condition, in good order and repair, and free of visual blight.

Permittee shall at all times use ordinary care and shall install and maintain commonly accepted methods and devices to prevent failures and accidents and thereby avoid any potential damage or injuries to the public or the creation of any public nuisances.

3 **Graffiti:** Permittee shall, whenever feasible, coat its above-ground facilities with a graffiti-resistant coating and shall submit a graffiti plan to the Director in compliance with Orange Municipal Code Section 8.37.075.

4 **Undergrounding:** Permittee shall make every effort to underground its facilities whenever feasible.

5 **Aesthetic Appearance:** Above-ground facilities may be placed in appropriate pedestals, provided that they have been approved by the Director and they do not unreasonably burden the use, enjoyment, or safety of public or private property. When feasible and requested by the Director, such pedestals shall be screened, camouflaged, landscaped or otherwise mitigated against visual impacts.

6 **Relocate or Removal:** Permittee shall from time to time, upon reasonable notice from the City, and in an orderly manner that will enable Permittee to minimize disruption of service to any of Permittee's customers, protect, support, temporarily or permanently dislocate (as may be required), remove or relocate its facilities. This will be accomplished without expense to the City, the Orange County Water District, the Orange County Sanitation District, the Orange County Transportation

Authority, or any other public agency or public utility that has pre-existing rights. Similarly, Permittee shall protect, support, temporarily or permanently dislocate, remove, or relocate any of the facilities installed, used, and maintained by Permittee in City streets or rights-of-way if and when made necessary by any lawful change of grade, alignment, or width of any public street, including the construction of any subway or viaduct by any of these above-referenced entities, or made necessary by any other public improvement or alteration of any public street, right-of-way, or other public property.

If Permittee permanently discontinues the use of any portion of its facilities, it must notify the Director within 10 days of that discontinuance. Within 60 days after receipt of notice from the Director, Permittee must remove those discontinued facilities unless the Director authorizes them to be abandoned in place. Upon their removal, Permittee must promptly restore the street, right-of-way, or other public area to as good a condition as existed prior to removal.

7 **Emergency Removal of Facilities:** City reserves the right to remove any portion of Permittee's facilities, as may be required in any emergency that is lawfully declared by the City, without liability for any interruption of service. Further, the City shall not be obligated to restore service, or to pay the costs or expenses of restoring service, except to the extent that the City has been negligent. City shall attempt to notify Permittee of any such emergency and give Permittee an opportunity to remove its facilities, if time permits. In emergencies where City is unable to notify Permittee prior to the removal of Permittee's equipment or facilities, the City shall provide notice as soon as is practical. Permittee shall provide to City a 24-hour telephone number for emergency calls

8 **Temporary Removal:** If it is necessary to temporarily move or remove any of the facilities installed pursuant to this Encroachment Permit in order for a person or entity to lawfully move a large object, vehicle, building, or other structure, Permittee shall, upon reasonable notice from the City and in an orderly manner that will enable Permittee to minimize disruption of service to any of Permittee's customers, move its facilities at the expense of the person or entity requesting the temporary move or removal. Permittee shall permanently or temporarily move its facilities at its own cost, if that temporary or permanent move or removal is required in order to accommodate projects jointly funded by the City and any entity hereafter specified, or is otherwise required by the City, the Orange County Flood Control District, the Orange County Sanitation District, the Orange County Water District, the Metropolitan Water District, the Irvine Ranch Water District, the East Orange County Water District, the Serrano Water District or any other public agency or public utility with pre-existing rights.

9 **Violation:** Violation of Orange Municipal Code, including working within City streets and rights-of-way without a permit is subject to fines as defined in OMC 12.64.260.

GENERAL CONDITIONS
FOR ENCROACHMENT PERMIT

City of Orange
Public Works Department

10 Certificate of Insurance: At all times that Permittee has facilities on or in City property or public rights-of-way, Permittee must maintain comprehensive general liability insurance or commercial general liability insurance written on an occurrence basis and that provides for a combined single-limit of \$2 million per occurrence for bodily injury, death, and property damage. A certificate of insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Encroachment Permit. The City's Risk Manager may from time to time increase the limits of the required insurance coverage.

Permittee must also maintain worker's compensation insurance as required by the latest edition of the City of Orange, Public Works Standard Plans & Specifications.

The insurance certificate must name the City of Orange as additional insured, and there must be a "30-day written cancellation clause." The name of the insurance certificate holder must be identical to the name of the permit permittee. In lieu of this coverage, the utility company may provide a "Hold-Harmless Agreement", if the agreement is acceptable to the City Attorney's office.

Permittee shall, at its sole expense, indemnify, defend, and hold harmless the City, its officers, agents, employees, and contractors, from and against all claims, suits, or actions that in any manner arise out of the acts or omissions, whether negligent or willful, of Permittee, its agents, employees, or contractors, related to the performance of work authorized by this Encroachment Permit. Permittee's obligation to defend and indemnify the City does not apply to claims based on the City's active negligence or willful misconduct.

Permittee shall remain subject to all Workman's Compensation Laws as defined in Section 3800 of the Labor Code. All work performed on public right-of-way must be insured with coverage to include both Liability Insurance and Worker's Compensation Insurance.

A copy of the certificate of insurance must be attached.

Permittee may self-insure with respect to the insurance requirements, and will provide evidence of such self-insurance to the City.

11 Contractor License: The permittee and all its subcontractors must have a valid contractors license in the State of California. A **Class A** General Engineering Contractor's License allows the contractor to perform any type of construction under the Encroachment Permit. A **Class C** license also allows the contractor to perform trench cut and pavement repair on the street, provided that the work is incidental to the work authorized by the license.

Class B license is not permitted to perform work under an Encroachment Permit.

12 Improvement Plan: An improvement plan showing the location and type of work is required for all permits.

a. **General Requirements:** The plan shall include, at the minimum, the following information:

- i) Street layout showing dimension of property lines, curb lines, and street centerlines.
- ii) Street names for all streets.
- iii) The work area clearly identified and dimensioned.
- iv) Locations, sizes and types of construction material should be clearly identified and dimensioned.
- v) Include construction details or Engineering Standards.
- vi) Show map scale and north arrow.

b. **Utility Main Line Constructions:** Improvement plans for utility main line constructions shall show all City owned utilities, including water, sewer, and storm drain systems.

c. **Clearance from Water Mains:** All utility lines must keep 6 feet minimum offset distance from city water lines. The City of Orange Water Division requires the follow construction notes be added to the improvement plans when working in the proximity of water mainlines.

- i) Maintain 6 feet clear separation from all water mains for parallel runs.
- ii) Maintain 12" of clear separation from all water mains for perpendicular crossings. Water crossings require approved sand or native backfill compacted 6" below and above pipe.
- iii) Pothole all crossings of water mains prior to construction.
- iv) For all cable/conduit runs in proximity of water mains, 16" and larger will require special attention over & above the aforementioned requirements.

d. **Drawing Size:** When possible, submit drawings on 11 x 17, ledger size pages.

13 Traffic Control Plan: A project-specific traffic control plan is required for all works on arterial streets. Half or full street closure requires special review and approval by the City Traffic Engineer.

14 Inspection: The Permittee shall request for regular inspections at least twenty-four (24) hours prior to actual work by calling (714) 744-5526. Inspections are required prior to beginning work, after completion of work, and at other times as specified by the City's Inspector during the initial inspection. Inspection hours are from 7:00 a.m. to 3:30 p.m., Monday through Thursday, except City-observed holidays.

GENERAL CONDITIONS
FOR ENCROACHMENT PERMIT

City of Orange
Public Works Department

15 Underground Service Alert (U.S.A.): The Encroachment Permit is valid only if an Underground Service Alert Inquiry Identification Number is obtained from Underground Service Alert. Prior to calling U.S.A., the excavator shall clearly mark the excavation site with white, water-soluble or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas.

Prior to field acceptance, Permittee shall remove all markings and markers made by the permittee and by all utility companies caused by permittee's project. Removal of markings shall comply with requirements of the National Pollutant Discharge Elimination System (NPDES), the Regional Water Quality Control Board (RWQCB), and any other applicable federal, state, and local laws, rules, or regulations.

16 Pre-Construction Notification: The permittee is required to notify all residents or business within the project area by means of door-to-door notices. Notifications shall be made one week prior to the start of the project. "No Parking" signs shall be posted in the affected area 48 hours prior to start of construction. Consult with Public Works Traffic Division for specifications.

17 Work Hours: Unless specifically indicated on the permit, general work hours are from 7 a.m. to 5 p.m.

18 Steel Plate Bridging Excavations: Steel Plate shall be traffic rated. Plate bridging shall be secured against movement and shall be installed to operate with minimum noise. Plates shall be recessed to be flush with the existing finished surface. (OMC 12.20.080)

19 Excavation Backfill: The proposed method for trench backfill shall be approved by the city inspector before start of work. Backfill is subject to compaction testing. The permittee is expected to pay for the actual number of tests performed, including re-tests of areas failing the initial testing.

20 Trench Cut Repair: Trench cut repair shall comply with City Standard Plan 125. All excavations in or modifications to any City street or public right-of-way made by Permittee shall be properly safeguarded to prevent accidents.

21 Concrete Sidewalk and Driveway Repair shall conform to City Standard Plans 115 through 118. Complete section of a concrete section, from joints or score marks, must be replaced when removal and repair is made.

22 Failure to Restore Street Surface: Whenever Permittee disturbs the surface of any public property for any purpose, Permittee shall restore that property to the condition that existed prior to that disturbance in accordance with City specifications. When any opening, cut, or other modification is made by Permittee in any City street or other public right-of-way,

Permittee must promptly refill the opening, restore the pavement and remove all U.S.A. markings in accordance with City specifications.

After City's written notice to Permittee and after affording Permittee an opportunity to cure that is reasonable under the circumstances, the City may refill, repave, or remove U.S.A. markings if Permittee fails to perform that work in a timely manner or in accordance with City specifications. The cost to City for performing that work, whether by contract or by City forces, including the costs of inspection and supervision, shall be deducted from the Performance Deposit and the balance paid by Permittee within 30 days of receipt of an invoice for that work. Failure to pay that invoice within that time frame shall result in interest accruing at the rate of 1% per month, compounded monthly.

23 Private Properties: An approved Encroachment Permit does not authorize Permittee the access to private streets and private properties. The Permittee must obtain permission from property owners. This includes properties owned by public agencies. However, an Encroachment Permit is required for works performed over public utilities easements.

24 Sewer Lateral: Sewer laterals within the public right-of-way shall be VCP (vitrified clay pipe). Connection to sewer main shall comply with City Standard Plans 203 through 208.

25 HDD: For all Horizontal Directional Drill constructions, a post-construction sewer video inspection shall be conducted. The video inspection shall include the main line and all sewer lateral lines at the crossing of the new conduit. A copy of the sewer video and inspection report shall be submitted and accepted by the City.

26 City Landscape: The permittee shall protect in place all right-of-way landscaping and irrigation systems. Any plant material, PVC pipe, or controller wiring damaged by the contractor's operations shall be restored or repaired to the original condition.

27 Street Trees: Permittee shall not remove or trim any tree or any portion thereof within any public place or right-of-way without the City's prior written consent. City shall have the right to do the work with the actual cost of that work to be paid by Permittee. If that removal or trimming is not performed by the City, Permittee shall be responsible for all damages to any tree as a result of the removal or trimming, or to the land surrounding any tree that has been trimmed or removed by the Permittee.

28 Driveway Apron: New construction, removal, or modification of driveway aprons shall comply with all applicable zoning code. All driveway aprons shall conform to City Standard Plans 115 to 116.



Agenda Item

City Council

Item #: 7.3.

9/14/2021

File #: 21-0498

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Adoption of a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way. Resolution No. 11348.

2. SUMMARY

The proposed City Council Policy on Small Wireless Facility Installation in the public rights-of-way creates a clear, objective process for reviewing applications for small cell facilities that complies with federal law.

3. RECOMMENDED ACTION

Adopt Resolution No. 11348. A Resolution of the City Council of the City of Orange adopting a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community
c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

Background

At its meeting on February 12, 2020, the City Council directed staff to prepare a policy to address the deployment of small cell facilities in the City. This direction was in response to the growing interest in deploying small cell facilities, as well as recent federal regulatory decisions that are intended to speed up local approvals of these facilities. The Council considered the proposed policy at its meeting on October 13, 2020. At that time, the Council declined to adopt the policy pending further discussion of various topics. This item was on the August 10, 2021 City Council meeting agenda, but was continued to allow staff time to discuss the policy with AT&T who had submitted a letter raising concerns about the proposed policy.

Small Cell Facilities

Small cell facilities are wireless facilities that are much smaller than macro-cell installations, with a typical size of three to six cubic feet. They are generally placed on existing streetlight and utility poles

and have a low aesthetic impact when properly screened. Wireless carriers use small cell facilities to improve and densify their networks. Because small cell facilities only cover a small area, a 500-foot radius or less, they are mostly deployed in high traffic areas such as commercial corridors and major intersections.

Federal Regulations

The Federal Communications Commission Order issued on September 27, 2018 (FCC Order) has the purpose of streamlining the approval of small cell facilities. A key provision of the FCC Order is the establishment of “shot clocks” that require local agencies to review and either approve or deny any small cell facility application within a certain time frame: 60 days for facilities on existing structures, and 90 days for facilities on new structures.

The FCC Order also limits local government restrictions on small cell facilities such as minimum spacing requirements and aesthetic regulations. Below is a summary of those limits:

- Aesthetic requirements, including spacing, must be reasonable, no more burdensome than those applied to other types of infrastructure deployments, objective, and published in advance. Reasonable regulations are defined as technically feasible and designed to mitigate out-of-character deployments.
- Local jurisdictions may not prohibit small cells within specific neighborhoods or other areas within the jurisdiction.
- Local jurisdictions cannot ban new wireless facilities or put a cap on the number of providers.

The FCC Order seeks to limit fees that cities can charge wireless carriers for processing applications for small cell facilities as well as recurring fees for using the public right-of-way. The Order accomplishes this by establishing “safe harbor” limits that, if cities charge at or below that amount, they will not be challenged as unreasonable. The safe harbor limits in the Order are:

- \$500 application fee for up to five facilities
- \$270 per facility per year for all recurring fees

While the FCC Order does limit local control over the deployment of small cell facilities, there is still some ability to regulate small cell facilities should the City choose to adopt requirements that meet the criteria outlined above. It is also important to note that the FCC Order was challenged in the Ninth Circuit Court of Appeals by a group of cities and other local governments, and was ultimately upheld by the court.

Policy in Other Cities

A few cities in California, such as Encinitas, San Bruno, and San Diego, have moved forward with policies they believe are consistent with the FCC Order. Encinitas adopted an urgency ordinance and policy that establishes standards and procedures for siting, aesthetics, construction, operation, modification, and removal of small cell facilities. Telecom Law Firm assisted the City of Encinitas in preparing the ordinance and policy with the following provisions:

- Outlines the application, permit review, and approval process
- Includes provisions for public notices, decisions and appeals, and conditions of approval
- Details location standards that are a ranked preference of ten options from Prime Arterials in

Industrial, Commercial, or Office/Professional Zones (Most Preferred) to Any Location Within 500 Feet from Any Structure Approved for Residential Use (Least Preferred)

- Design standards, including pre-approved designs

These cities adopted urgency ordinances because of concerns that cell carriers would submit large numbers of applications for small cell facilities that under the FCC Order they would be compelled to process in 60 or 90 days. Our experience with cell carriers under the FCC Order is that they have been willing to respect our established practice of requiring a master license agreement before submitting an application for a small cell facility.

Current Small Cell Facilities

With the merger of T-Mobile and Sprint, there are now three major cell carriers in Orange: Verizon, AT&T, and T-Mobile. The City has a master license agreement with Mobilitie, a third-party operator of cell facilities that operates six small cell facilities for T-Mobile (formerly Sprint). The City also has a master license agreement with AT&T, which has 60 small cell facilities in various stages of operation or construction.

Proposed Council Policy

Based on previous Council direction and the requirements of the FCC Order, staff has prepared a proposed City Council Policy on Small Wireless Facility Installation. The purpose of the policy is to create a clear, objective process for reviewing applications for small cell facilities that complies with federal law while maintaining the highest degree of local control over the placement of small cell facilities. The proposed policy has the following provisions:

- Outlines the approval process for a small cell facility, which includes a master license agreement, encroachment permit, and staff design review.
- Details the documentation requirement for each application along with conditions of approval.
- Establishes location preferences to encourage the placement of small cell facilities in preferred locations, such as industrial and commercial zones, when feasible.
- Creates simple design standards to minimize the aesthetic impact of small cell facilities and streamline the design review process.

The Council considered the proposed policy at its meeting on October 13, 2020. At that time, the Council declined to adopt the policy pending further discussion of the following topics:

- **Acoustic Analysis** - the proposed policy included a requirement that an acoustic analysis be submitted with the application for a small wireless facility. Staff has determined that this is not a necessary part of the application and that the City's noise ordinance can address the unlikely scenario where a small wireless facility would create a noise disturbance. This section has been deleted from the proposed policy.
- **Sensitive Site Locations** - the proposed policy initially identified sensitive site locations such as residential areas and open space areas that are the least preferred locations for small cell facilities and required that the applicant demonstrate to staff why a less sensitive location would not meet the needs of their infrastructure deployment. Staff determined that while the ranked location preferences conform to the FCC Order, the additional review process for sensitive site locations is overly burdensome and so was deleted from the proposed policy.

- **Historic Districts** - locations in Historic Districts will be subject to an alternate review process. The policy states that facilities shall not be located on decorative poles and that the City prefers locations in an alley rather than along street frontage. Also, the encroachment permit process requires review by the Historic Planner for all above ground infrastructure deployments in historic districts, which includes small cell facilities. This process allows the Historic Planner to work with the applicant to identify suitable locations and develop proper screening to minimize aesthetic impacts to our historic districts.
- **Noticing** - the proposed policy does not include noticing requirements regarding the approval of applications for small cell facilities. Staff is recommending that there be no noticing of application review as federal law is clear that this is not a discretionary action by the City, and providing a notice to surrounding properties would create the expectation that the City can reject applications based on their input. The encroachment permit does require construction noticing for installation of small wireless facilities.

This item was on the August 10, 2021 City Council agenda however; the City Council continued the item to allow staff time to discuss AT&T's concerns with the proposed policy and its compatibility with the FCC Order. In subsequent discussions with AT&T, staff was able to address the any concerns (see attached email from AT&T). As such, no additional changes were made to the proposed Policy. AT&T also noted that the City has expeditiously processed over 60 AT&T applications for small wireless facilities since its Master License Agreement was approved by City Council in 2018.

Staff recommends adopting Resolution 11348 to establish a clear policy for reviewing and processing application for small wireless facilities.

7. ATTACHMENTS

- Resolution No. 11348
- Small Wireless Facility Installation Policy
- Email from AT&T



Agenda Item

City Council

Item #: 7.3.

9/14/2021

File #: 21-0498

TO: Honorable Mayor and Members of the City Council

FROM: Rick Otto, City Manager

1. SUBJECT

Adoption of a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way. Resolution No. 11348.

2. SUMMARY

The proposed City Council Policy on Small Wireless Facility Installation in the public rights-of-way creates a clear, objective process for reviewing applications for small cell facilities that complies with federal law.

3. RECOMMENDED ACTION

Adopt Resolution No. 11348. A Resolution of the City Council of the City of Orange adopting a policy regulating small wireless telecommunications facilities and related structures in the public rights-of-way.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community
c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

Background

At its meeting on February 12, 2020, the City Council directed staff to prepare a policy to address the deployment of small cell facilities in the City. This direction was in response to the growing interest in deploying small cell facilities, as well as recent federal regulatory decisions that are intended to speed up local approvals of these facilities. The Council considered the proposed policy at its meeting on October 13, 2020. At that time, the Council declined to adopt the policy pending further discussion of various topics. This item was on the August 10, 2021 City Council meeting agenda, but was continued to allow staff time to discuss the policy with AT&T who had submitted a letter raising concerns about the proposed policy.

Small Cell Facilities

Small cell facilities are wireless facilities that are much smaller than macro-cell installations, with a typical size of three to six cubic feet. They are generally placed on existing streetlight and utility poles

and have a low aesthetic impact when properly screened. Wireless carriers use small cell facilities to improve and densify their networks. Because small cell facilities only cover a small area, a 500-foot radius or less, they are mostly deployed in high traffic areas such as commercial corridors and major intersections.

Federal Regulations

The Federal Communications Commission Order issued on September 27, 2018 (FCC Order) has the purpose of streamlining the approval of small cell facilities. A key provision of the FCC Order is the establishment of “shot clocks” that require local agencies to review and either approve or deny any small cell facility application within a certain time frame: 60 days for facilities on existing structures, and 90 days for facilities on new structures.

The FCC Order also limits local government restrictions on small cell facilities such as minimum spacing requirements and aesthetic regulations. Below is a summary of those limits:

- Aesthetic requirements, including spacing, must be reasonable, no more burdensome than those applied to other types of infrastructure deployments, objective, and published in advance. Reasonable regulations are defined as technically feasible and designed to mitigate out-of-character deployments.
- Local jurisdictions may not prohibit small cells within specific neighborhoods or other areas within the jurisdiction.
- Local jurisdictions cannot ban new wireless facilities or put a cap on the number of providers.

The FCC Order seeks to limit fees that cities can charge wireless carriers for processing applications for small cell facilities as well as recurring fees for using the public right-of-way. The Order accomplishes this by establishing “safe harbor” limits that, if cities charge at or below that amount, they will not be challenged as unreasonable. The safe harbor limits in the Order are:

- \$500 application fee for up to five facilities
- \$270 per facility per year for all recurring fees

While the FCC Order does limit local control over the deployment of small cell facilities, there is still some ability to regulate small cell facilities should the City choose to adopt requirements that meet the criteria outlined above. It is also important to note that the FCC Order was challenged in the Ninth Circuit Court of Appeals by a group of cities and other local governments, and was ultimately upheld by the court.

Policy in Other Cities

A few cities in California, such as Encinitas, San Bruno, and San Diego, have moved forward with policies they believe are consistent with the FCC Order. Encinitas adopted an urgency ordinance and policy that establishes standards and procedures for siting, aesthetics, construction, operation, modification, and removal of small cell facilities. Telecom Law Firm assisted the City of Encinitas in preparing the ordinance and policy with the following provisions:

- Outlines the application, permit review, and approval process
- Includes provisions for public notices, decisions and appeals, and conditions of approval
- Details location standards that are a ranked preference of ten options from Prime Arterials in

Industrial, Commercial, or Office/Professional Zones (Most Preferred) to Any Location Within 500 Feet from Any Structure Approved for Residential Use (Least Preferred)

- Design standards, including pre-approved designs

These cities adopted urgency ordinances because of concerns that cell carriers would submit large numbers of applications for small cell facilities that under the FCC Order they would be compelled to process in 60 or 90 days. Our experience with cell carriers under the FCC Order is that they have been willing to respect our established practice of requiring a master license agreement before submitting an application for a small cell facility.

Current Small Cell Facilities

With the merger of T-Mobile and Sprint, there are now three major cell carriers in Orange: Verizon, AT&T, and T-Mobile. The City has a master license agreement with Mobilitie, a third-party operator of cell facilities that operates six small cell facilities for T-Mobile (formerly Sprint). The City also has a master license agreement with AT&T, which has 60 small cell facilities in various stages of operation or construction.

Proposed Council Policy

Based on previous Council direction and the requirements of the FCC Order, staff has prepared a proposed City Council Policy on Small Wireless Facility Installation. The purpose of the policy is to create a clear, objective process for reviewing applications for small cell facilities that complies with federal law while maintaining the highest degree of local control over the placement of small cell facilities. The proposed policy has the following provisions:

- Outlines the approval process for a small cell facility, which includes a master license agreement, encroachment permit, and staff design review.
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Staff recommends adopting Resolution 11348 to establish a clear policy for reviewing and processing application for small wireless facilities.

7. ATTACHMENTS

- Resolution No. 11348
- Small Wireless Facility Installation Policy
- Email from AT&T

RESOLUTION NO. 11348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING A POLICY REGULATING SMALL WIRELESS TELECOMMUNICATIONS FACILITIES AND RELATED STRUCTURES IN THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, pursuant to California Constitution, Article XI, section 7, Government Code section 37100 and other applicable law, the City Council of the City of Orange may make and enforce within its limits all local, police, sanitary and other ordinances, resolutions and other regulations not in conflict with general laws; and

WHEREAS, California Public Utilities Code §7901 grants telephone corporations a statewide franchise to deploy telecommunications facilities in the public rights-of-way to the extent the deployment does not interfere with the public rights-of-way, while Section 7901.1 allows a city to exercise reasonable control as to the time, place and manner in which its rights-of-way are accessed; and

WHEREAS, Chapter 12.64 of the Orange Municipal Code (OMC) regulates encroachments by above- and below-ground facilities, in the public rights-of-way; and

WHEREAS, OMC Section 12.64.020 defines “facility” as including telecommunications facilities, of which small wireless facilities are a subset; and

WHEREAS, significant changes in federal laws have occurred, affecting the extent to which a city can exercise control over telecommunications facilities and other related infrastructures, including the imposition of strict timelines for processing applications for small wireless facilities, preemption of city consideration of the health effects of said facilities, and restrictions on city regulation of said facilities unless the regulations are reasonable, no more burdensome than those imposed on other infrastructure deployments, objective and published in advance; and

WHEREAS, the City has developed a policy that establishes reasonable, uniform and comprehensive standards and procedures for small wireless facilities and related infrastructure deployment in the public rights-of-way consistent with and to the extent permitted under federal and state law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange hereby:

- a) Finds that the recitals set forth above are true and correct and provide a legally sufficient basis for the actions taken in this Resolution.
- b) Approves and adopts the Small Wireless Facility Policy attached hereto.

- c) Finds that pursuant to California Environmental Quality Act (“CEQA”) Guidelines §15378 and California Public Resources Code §21065, this Resolution is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment and there is no possibility that this project will have a significant impact on the physical environment.

ADOPTED this ____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

I, Pamela Coleman, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange

Small Wireless Facility Installation Policy
(City Council Resolution No. 11348, September 14, 2021)

SECTION 1. PURPOSE AND INTENT

(a) The City of Orange (City) intends this Policy to establish reasonable, uniform and comprehensive standards and procedures for the deployment, construction, installation, collocation and design of small wireless telecommunications facilities within the City's public rights-of-way, consistent with and to the extent permitted under federal and California state law.

(b) The standards and procedures contained in this Policy are intended to protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods, commercial corridors, historic districts, open spaces and recreational areas.

(c) This Policy is not intended, nor shall it be interpreted or applied: (1) to prohibit a personal wireless service provider's ability to provide personal wireless services; (2) to prohibit an entity's ability to provide telecommunications service, subject to competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) to unreasonably discriminate among providers of functionally equivalent personal wireless services; (4) to deny a request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency (RF) emissions to the extent that such wireless facilities comply with FCC regulations concerning such emissions; (5) to prohibit any collocation or modification that the City may not deny under federal or California state law; (6) to impose unreasonable discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) to otherwise authorize the City to preempt any applicable federal or California law.

SECTION 2. APPLICABILITY

(a) **Small Wireless Telecommunications Facilities.** This Policy shall be applicable to all existing small wireless telecommunications facilities and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate, remove or otherwise deploy such facilities within the City's rights-of-way. This Policy does not apply to small wireless facilities on private property.

(b) **Other Infrastructure Deployments.** To the extent that other wireless communication infrastructure deployments, including any that require approval pursuant to Orange Municipal Code (OMC) Chapter 12.64, involve the same or substantially similar structures, apparatus, antennas, equipment, fixtures, cabinets, cables or improvements, the Director of Public Works or other official responsible to review and approve or deny requests for authorization in connection with such other infrastructure deployment shall apply the provisions in this Policy unless specifically prohibited by applicable law.

SECTION 3. DEFINITIONS

All references to CFR or OMC sections in this Section 3 shall be as those sections exist at the adoption of Resolution No. 11348, or as they may be amended or superseded.

“Antenna” is defined as in 47 CFR §1.6002(b).

“Collector street” or **“local street”** means a 2-lane roadway as defined in OMC §12.52.020.A.5 and §12.52.022.E.

“Commercial area” means a commercial district as defined in OMC §17.18.020.

“CDD” means the Community Development Director or the Director’s designee.

“Industrial area” means an industrial district as defined in OMC §17.20.020.

“Major arterial” means a 6-lane divided roadway as defined in OMC §12.52.022.B.

“Primary arterial” means a 4-lane divided roadway as defined in OMC §12.52.022.C.

“Principal arterial” means an 8-lane divided roadway as defined in OMC §12.52.022.A.

“Prohibited support structure” means any support structure on which the City prohibits the deployment of wireless facilities, except when authorized as a pre-approved design pursuant to this Policy. Prohibited support structures include decorative poles; traffic signal poles, cabinets or related structures; new, nonreplacement wood poles; and any utility pole scheduled for removal within 18 months from the time the PWD acts on the ROW application for such pole.

“PWD” means the Public Works Director or the Director’s designee.

“Residential area” means a residential district as defined in OMC §17.14.020.

“Secondary arterial” means a 4-lane undivided roadway as defined in OMC §12.52.022.D.

“Shot clock” means the number of calendar days counted toward the presumptively reasonable time for the City to process small wireless facility encroachment permit applications, as established by the FCC, not including any calendar days on which the shot clock is tolled. The presumptively reasonable timeframes after receipt of application are: 10 days for initial determination of completeness; 60 days for final determination regarding collocation on existing structures; and 90 days for final determination regarding new builds.

“Small wireless telecommunications facility” or “small wireless facility” is defined in 47 CFR §1.6002(m).

“Support structure” means a “structure” as defined in 47 CFR §1.6002(m).

SECTION 4. REQUIRED PERMITS AND APPROVALS

(a) **Encroachment Permit.** An application for an encroachment permit for installation of a small wireless facility is required.

(b) **Master License Agreement.** An encroachment permit will only be considered for City owned assets if the applicant has an existing, valid Master License Agreement authorizing installation of the small wireless facility.

(c) **Design Review.** An application for an encroachment permit will undergo design review by the PWD and, if the installation is requested in a historic district, by the CDD. Design review shall be conducted pursuant to objective criteria set forth in Section 8, below.

(d) **Design Review Exemptions.** Notwithstanding anything in this Policy to the contrary, design review shall not be required for:

(1) Wireless facilities or other infrastructure deployments owned and operated by the City for its use.

(2) Requests for approval to collocate, replace or remove transmission equipment at an existing wireless tower or base station.

(e) **Other Permits and Approvals.** The applicant shall obtain all other permits and regulatory approvals as may be required by any other federal, state or local government agencies, including ministerial permits and/or other approvals issued by other City departments. A design review exemption under Subsection 4(d) does not exempt the same wireless facility or other infrastructure deployment from any other permits or approvals, which includes without limitation ministerial permits from the City.

SECTION 5. APPLICATION DOCUMENTATION AND PROCEDURES

(a) **Application Requirements.** An application for a small wireless facility encroachment permit shall, in addition to those general permit requirements, be accompanied by the following:

(1) Encroachment Permit Application Form. The applicant shall submit a completed City encroachment permit application.

(2) Application Fee. The applicant shall submit the small wireless facility encroachment permit fee as determined by Resolution of the City Council, which fee shall

not exceed the reasonable cost to the City to provide the services in connection with the small wireless facility.

(3) Construction Drawings. The applicant shall submit construction drawings prepared, signed and stamped by a licensed engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project. The construction drawings shall: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, including the manufacturer, model number and physical dimensions; (ii) identify all potential support structures within 200 feet from the proposed project site and call out such structures' overall height above ground level; and (iii) depict the plan for electric and data backhaul utilities, including the anticipated locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection.

(4) Site Survey. The applicant shall submit a survey prepared, signed and stamped by a licensed engineer. The survey shall identify and depict all existing boundaries, encroachments and other structures within 75 feet from the proposed project site and any new improvements, including all: (i) traffic lanes; (ii) private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks and other street furniture; and (viii) existing trees, planters and other landscaping features.

(5) Photo Simulations. The applicant shall submit site photographs and photo simulations that show the existing location and proposed small wireless facility in context from at least three vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point. At least one simulation shall depict the small wireless facility from a vantage point approximately 50 feet from the proposed support structure or location. The photo simulations and vicinity map shall be incorporated into the construction plans submitted with the application. The photo simulations shall show all required elements of the facility that will be visible and shall be based on actual site photographs. The applicant may meet this requirement by preparing a master photo simulation that depicts the design from all perspectives regardless of location and that is acceptable to PWD.

(6) RF Compliance Report. The applicant shall submit an RF exposure compliance report that certifies that the proposed small wireless facility, will comply with applicable federal RF exposure standards and exposure limits. The RF report shall be prepared and certified by an RF engineer acceptable to the PWD. The RF report shall include the actual frequency and power levels (in watts effective radiated power) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC)

and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site. The applicant may meet this requirement by submitting a master emissions compliance report that is acceptable to PWD.

(7) **Structural Analysis.** The applicant shall submit a report, prepared, signed and stamped by a licensed structural engineer, that evaluates whether the underlying pole or support structure has the structural integrity to support all the proposed equipment and attachments. At a minimum, the analysis shall be consistent with all applicable requirements in CPUC General Order 95 (including, but not limited to, load and pole overturning calculations), the National Electric Safety Code, and safety and construction standards required by law and the utility provider. The report shall contain tolerances including but not limited to guy tensions if applicable, plumb, twist, slip splices and take-up devices.

(8) **Truth and Accuracy Statement.** The applicant, or a person knowledgeable about the proposed small wireless facility and authorized to act on the applicant's behalf, shall submit a signed statement attesting that all information, representations and disclosures in the application are true, correct and complete.

(b) **Exception Request.** An application that involves a request for an exception pursuant to Section 10 of this Policy shall include a written statement in a separate document that includes all the following information: (i) whether the applicant seeks an exception pursuant to Subsections 10(b)(1), 10(b)(2) or both; (ii) the specific provision(s) and/or requirement(s) in this Policy from which the applicant seeks an exception; (iii) the specific provision(s) of federal or state law under which the applicant seeks an exception; (iv) the standard of evidence applicable to each specific provision(s) of federal or state law under which the applicant seeks an exception; (v) a statement of the factual evidence that supports the findings for the exception requested; (vi) a statement that describes the extent of the exception required and the factual evidence to show the exception would be narrowly tailored in compliance with Subsection 10(e); and (vii) any other information the applicant believes relevant to the issues raised in the exception request. Given the short timeframe in which the City must review the application, this written statement shall be included with the initial submittal to afford City staff a reasonable time to act on the application. A request by the applicant to consider an exception after the initial submittal shall be treated as a new application.

(c) **On-Site Inspection.** A physical inspection by City staff or a designee may be required for an application that involves: (i) a new small wireless facility on a new or replacement structure; (ii) a modification to an existing facility if no physical inspection has occurred in the last 12-month period; (iii) a request for an exception pursuant to Section 10 of this Policy.

(d) **Incomplete Application Deemed Withdrawn.** An application may be deemed withdrawn by the applicant unless the applicant fails to submit a substantive

response or a request for an extension of time to the PWD within 120 calendar days after the PWD deems the application incomplete by written notice. A “substantive response” shall include, at a minimum, the complete materials identified as incomplete in the written notice. A request for an extension of time shall include the reasons for the delay and a reasonable timeframe for the extension, not to exceed 90 days. The City shall not unreasonably withhold approval of such request.

(e) **Additional Administrative Requirements and Regulations.** The City Council authorizes the PWD to develop, publish and from time to time update or amend small wireless facility encroachment permit application requirements that the PWD finds necessary, appropriate or useful for processing an application subject to this Policy. The City Council further authorizes the PWD to establish other reasonable rules and regulations as the PWD deems necessary or appropriate to organize, document and manage the application process. All such requirements, materials, rules and regulations shall be in written form and publicly available to provide interested parties with prior notice.

(f) **Decisions.**

(1) Within the applicable number of shot clock days after the application has been deemed complete, the PWD shall approve, conditionally approve, or deny an encroachment permit application.

(2) Approval or conditional approval shall be accompanied by the following findings:

(A) The project complies with all applicable design and location standards in this Policy.

(B) The project is in the City’s most preferred location or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred location(s) within 200 feet is technically infeasible.

(C) The project is not located on a prohibited support structure identified in this Policy.

(D) The project is on the most preferred support structure or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred support structure(s) within 200 feet is technically infeasible.

(E) The applicant has demonstrated that the proposed project is in compliance with all applicable FCC regulations and guidelines for human exposure to RF emissions.

(3) Denial shall be without prejudice and shall be accompanied by a written statement of reasons for the denial as specified in this Policy.

(4) Appeal.

(A) The applicant may appeal the PWD decision to the City Manager by filing an appeal notice within 15 calendar days after the date of the PWD decision notice. Said appeal shall contain a concise statement of the grounds for the appeal.

(B) The appeal hearing shall be scheduled to take place within 10 calendar days from receipt of the appeal notice. The City Manager shall hear the appeal de novo and shall issue a written decision within 5 calendar days after the appeal hearing. If the City Manager denies the appeal, the written notice shall contain the reasons for the denial.

SECTION 6. CONDITIONS OF APPROVAL

(a) **General Conditions for Encroachment Permit.** All General Conditions for encroachment permits shall apply to small wireless facility encroachment permits to the extent not inconsistent with this Policy.

(b) **Orange Municipal Code.** All provisions contained in OMC Chapter 12.64, Encroachments in the Public Rights-of-Way, shall apply to small wireless facility encroachments to the extent not inconsistent with this Policy.

(c) **Compliance with the Master License Agreement.** All terms and conditions of the Master License Agreement (MLA) between the applicant and the City shall apply to the installation and maintenance of a small wireless facility on City owned assets installed pursuant to the MLA.

(d) **Term.** The term of the permitted small wireless facility on City owned assets shall be as provided in the MLA, unless sooner terminated by the City as authorized by Government Code §65964(b).

(e) **Compliance with Laws.** The applicant shall comply with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("laws") applicable to the applicant, the subject property, and the facility. No failure or omission by the City to timely enforce compliance with any applicable provision in the OMC, this Policy, an encroachment permit, any permit condition or any applicable law, shall be deemed to relieve, waive or lessen the applicant's obligation to comply in all respects with all applicable provisions thereof.

(f) **Adverse Impacts on Other Properties.** The applicant shall use all reasonable efforts to prevent adverse impacts on nearby properties that may arise from the applicant's construction, installation, operation, maintenance, repair, removal and/or other activities on or about the site, including noise or damage to surrounding property. The applicant shall, at its sole cost and expense, repair and restore any and all damages

to public and private properties resulting from its activities performed in connection with the encroachment permit.

(g) **Contact Information.** The applicant shall keep on file with the PWD the following information:

(1) Current contact information including the name, address, direct telephone number and email address for the applicant, the site operator, the equipment owner, and the site manager.

(2) The site identification number for the small wireless facility.

(3) A telephone number to the facility's network operations center where a live person with power-down control over the facility is available on a 24-hour basis.

(h) **Landscaping.** The applicant shall replace landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the applicant or at the applicant's direction on or about the site. If any trees are damaged or displaced, the applicant shall hire and pay for a licensed arborist to select plants and maintain replacement landscaping in consultation with the City.

(i) **Cost Reimbursement to City.** The applicant shall pay the fee established by the City as reimbursement for the City's costs and expenses incurred in application review, permit issuance, site inspection, ongoing administration, and other costs incurred in connection with the permitted facility.

(j) **Assignment.** The permitted facility may be assigned by the applicant upon prior written notice, and approval by, the PWD. The terms and conditions of the encroachment permit will bind and inure to the benefit of the successors and assigns of the applicant.

(k) **Indemnification.** The applicant shall indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability or claims that may be brought against the City arising out of its approval of this permit and the small wireless facility, including claims for personal injury, death or property damage, save and except that caused by the City's active negligence. The applicant expressly acknowledges that this indemnification is a material consideration for the City's approval of the facility, and that such indemnification obligation will survive the expiration, revocation or other termination of the permit.

(l) **Severability.** If any provision in these conditions or such provision's application to any person, entity or circumstances is held by any court with competent jurisdiction to be invalid or unenforceable such provision or its application to such person, entity or circumstance will be deemed severed from the permit; all other provisions in the permit or their application to any person, entity or circumstance will not be affected and will be valid and enforceable to the fullest extent permitted by law.

SECTION 7. LOCATIONS

(a) **Location Preferences.** To assist applicants and decision makers respond to community aesthetic preferences and values, this subsection lists an ordered hierarchy of preferences for locations to be used in connection with small wireless facilities. Applications that involve lesser-preferred locations may be approved if (i) the applicant demonstrates by clear and convincing evidence in the record that any more preferred locations or structures within 200 feet from the proposed site would be technically infeasible and (ii) the applicant qualifies for an exception pursuant to Section 10 of this Policy. The City prefers small wireless facilities in the public rights-of-way to be installed in the following locations, ordered from most preferred to least preferred:

(1) Locations within industrial areas, commercial areas, business parks or office professional areas, in that order, on or along principal arterials.

(2) Locations within industrial areas, commercial areas, business parks or office professional areas, in that order, on or along major arterials.

(3) Locations within industrial areas, commercial areas, business parks or office professional areas, in that order, on or along primary arterials.

(4) Locations within industrial areas, commercial areas, business parks or office professional areas, in that order, on or along secondary arterial streets.

(5) Locations within industrial areas, commercial areas, business parks or office professional areas, in that order, on or along local streets.

(6) Locations within a historic district. Within a historic district, the City prefers locations in an alley rather than along the street frontage, and facilities shall not be placed on a decorative light pole.

(7) Locations in or within 200 feet from a residential area or residential dwelling unit. Within a residential area, the City prefers locations on or along roadways in the following order: major arterials; primary arterials; secondary arterial streets; local streets.

(8) Locations within an open space or recreational area.

(9) Locations within the Ecological Resource/Open Space/Park Zone.

(b) **No Interference with Other Uses.** Small wireless facilities and associated antennas, accessory equipment or improvements shall not be located in a place or manner that would physically interfere with or impede:

(1) Worker access to an above-ground or underground infrastructure for traffic control, streetlight or public transportation, including a curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors.

(2) Access to a public transportation vehicle, shelter, street furniture or other improvements at a public transportation stop.

(3) Worker access to an above-ground or underground infrastructure owned or operated by a public or private utility agency.

(4) A fire hydrant or water valve.

(5) Access to doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to a building appurtenant to the rights-of-way.

(6) Access to a fire escape.

(c) **Replacement Pole Location.** All replacement poles shall:

(1) Be located as close to the removed pole as possible.

(2) Be aligned with other existing poles along the public rights-of-way.

(3) Be compliant with all applicable standards and specifications identified or required by the PWD.

(d) **Additional Placement Requirements.** In addition to all other requirements in this Policy, small wireless facilities, other infrastructure deployments and all related equipment and improvements shall:

(1) To the extent possible, be placed at the location of existing poles or collocated with other small wireless facilities.

(2) Be placed as close as possible to the property line between two parcels that abuts the public rights-of-way.

(3) Not be placed in direct alignment with the front of a door or window.

(4) Not be placed in a location that obstructs views of traffic signs or signals.

(5) Not be placed in a location that obstructs illumination patterns for existing streetlights.

SECTION 8. DESIGN STANDARDS

(a) **Antennas.** All antennas and associated cables, jumpers, wires, mounts, masts, brackets and other connectors and hardware shall be installed within a single shroud or radome. For pole-top antennas, the shroud shall not exceed 2.5 times the median pole diameter. For side-arm antennas, the shroud shall cover the cross arm and any cables, jumpers, wires or other connectors between the vertical riser and the antenna.

(b) **Poles.** Poles shall be constructed according to the size, bolt pattern and other standards established by the PWD.

(c) **Finishes.** Exterior surfaces of antennas and visible support equipment shall be painted, colored and/or wrapped in flat, nonreflective hues that match the underlying support structure or blend with the surrounding environment. Surfaces shall be treated with graffiti-resistant sealant. Finishes shall be subject to PWD prior approval.

(d) **Lights.** Streetlights and streetlight fixtures shall be aimed and shielded so that their illumination effects are directed downwards and confined within the public rights-of-way in a manner consistent with standards and specifications required by the PWD. Antennas, accessory equipment and other improvements with indicator or status lights shall be installed in locations and within enclosures that eliminate illumination impacts visible from publicly accessible areas.

(e) **Trees and Landscaping.** Small wireless facilities and other infrastructure deployments shall not be installed (in whole or in part) within a tree drip line. Such facilities may not displace an existing tree or landscape features unless: (i) such displaced tree or landscaping is replaced with trees, plants or other landscape features approved by the PWD; or (ii) the applicant submits and adheres to a landscape maintenance plan. The applicant shall, at all times, be responsible for maintaining replacement landscape features.

(f) **Signs and Advertisements.** Small wireless facilities and other infrastructure deployments may not bear signage or advertisements unless expressly approved by the City, required by law or recommended under FCC or other United States governmental agencies for compliance with RF emissions regulations.

(g) **Site Security Measures.** Small wireless facilities and other infrastructure deployments may incorporate reasonable and appropriate site security measures such as locks and anti-climbing devices, to prevent unauthorized access, theft or vandalism. Barbed wire, razor ribbon, electrified fences or similarly dangerous security measures shall not be allowed. Cabinets and equipment shroud shall be kept secured to prevent unauthorized access.

(h) **Compliance with Health and Safety Regulations.** Small wireless facilities and other infrastructure deployments shall be designed, constructed, operated and maintained in compliance with all generally applicable health and safety regulations, including all applicable regulations for human exposure to RF emissions and compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.).

(i) **Undergrounded Accessory Equipment.**

(1) Where Required. Accessory equipment, other than an electric meter where permitted, and an emergency disconnect switch, shall be placed underground when proposed in (i) an underground utility district; or (ii) a location where the PWD finds substantial evidence that the additional above-ground accessory equipment would interfere with the public's uses in the public rights-of-way. Notwithstanding the preceding provision, the PWD may grant an exception when the applicant demonstrates by clear and convincing evidence that compliance with this section would be technically infeasible.

(2) Vaults. Undergrounded accessory equipment shall be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk shall be constructed with a slip-resistant cover and properly secured to prevent unauthorized access. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed 2 feet above grade when placed off the sidewalk. Vault lids shall not exhibit logos or commercial advertisements.

(j) **Pole-Mounted Accessory Equipment.**

(1) Preferred Concealment Techniques. Applicants shall place pole-mounted accessory equipment in the least conspicuous position under the circumstances presented by the proposed pole and location. Pole-mounted accessory equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations.

(2) Minimum Vertical Clearance. The lowest point on a pole-mounted accessory equipment shall be at least 10 feet above ground level adjacent to the pole. If applicable laws require pole-mounted accessory equipment to be placed less than 10 feet above ground level, the clearance from ground level shall be no less than required for compliance with such laws.

(3) Orientation. Unless placed behind a street sign or some other concealment that dictates the equipment orientation on the pole, pole-mounted accessory equipment should be located on the street side of the pole.

(k) **Ground-Mounted or Base-Mounted Accessory Equipment.**

(1) Ground-Mounted Concealment. On local streets and secondary arterials, the City prefers ground-mounted accessory equipment to be concealed as follows: (i) within a landscaped parkway, median or similar location, behind or among new/existing landscape features and painted or wrapped in flat natural colors to blend with the landscape features; or (ii) if landscaping concealment is not technically feasible, disguised as other street furniture adjacent to the support structure, such as mailboxes, benches, trash cans and information kiosks. On arterial roadways, proposed ground mounted accessory equipment should be completely shrouded or placed in a cabinet

substantially similar in appearance to existing ground-mounted accessory equipment cabinets.

(2) Sight Lines. To promote and protect public health and safety and prevent potential hazards hidden behind large equipment cabinets, no individual ground-mounted accessory equipment cabinet may exceed 4 feet in height or 4 feet in width. Ground-mounted and base-mounted equipment cabinets shall not have any horizontal flat surfaces greater than 1.5 square inches to prevent litter or other objects left on such surfaces.

(I) **Utilities.**

(1) Overhead Lines. The PWD shall not approve any new overhead utility lines in underground utility districts. In areas with existing overhead lines, new communication lines shall be “overlashed” with existing communication lines. No new overhead utility service drops shall be permitted to traverse a roadway used for vehicular transit.

(2) Vertical Cable Risers. Cables, wires and other connectors shall be routed through conduits within the pole or other support structure, and conduit attachments, cables, wires and other connectors shall be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, such as with wood utility poles, they shall be routed through external conduit or shroud that has been finished to match the underlying pole.

(3) Spools and Coils. To reduce clutter and deter vandalism, excess fiber optic or coaxial cables shall not be spooled, coiled or otherwise stored on the pole outside equipment cabinets or shrouds.

(4) Electric Meters. Small cells and other infrastructure deployments shall use flat-rate electric service or other method that eliminates the need for a separate above grade electric meter. If flat-rate service is not available, a shrouded smart meter not exceeding the width of the pole shall be installed. If the proposed project involves a ground-mounted equipment cabinet, an electric meter may be integrated with and recessed into the cabinet, but the PWD shall not approve a separate ground-mounted electric meter pedestal.

(5) Existing Conduit or Circuits. Joint use of new or existing City-owned conduits and/or electric circuits generally shall not be permitted; and applicant is responsible to provide service via separate circuit and conduit. Access to a conduit and/or circuits owned by the City may be considered if no feasible alternative exists. Such access requires prior written approval of the PWD, which may be withheld or conditioned as the PWD deems necessary or appropriate to protect the City’s infrastructure, prevent interference with municipal functions and protect public health and safety.

(n) **Preapproved Designs.** To expedite the review process and encourage collaborative designs among applicants and the City, the City Council authorizes the PWD or CDD to designate one or more preapproved designs for small wireless facilities and other infrastructure deployments.

(o) **Historic District Applications.** For encroachment permit applications proposed in historic districts, the CDD shall perform the design review based on the standards contained in this Section 8 and in conjunction with applicable historic district design standards.

SECTION 9. REVOCATION

A small wireless facility permitted under this Policy may be revoked in accordance with the following procedures.

(a) The PWD may initiate revocation proceedings when the PWD has information that the facility may not be in compliance with all applicable laws, including any permit in connection with the facility and any conditions of such permit(s).

(b) The PWD shall issue a written notice to the applicant that specifies (i) the facility; (ii) the violation(s) to be corrected; (iii) the timeframe in which the applicant shall correct such violation(s); and (iv) that in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s).

(c) If the applicant does not correct the violations within the timeframe required in the notice, a public hearing before the City Council will be scheduled to consider revocation of the permitted facility.

(d) After the public hearing, the City Council may revoke the permitted facility if it finds substantial evidence in the written record to show that the facility is not in compliance with applicable laws, including any permit in connection with the facility and any conditions of such permit(s).

(e) If the City Council revokes the permitted facility, the PWD shall, within 5 business days thereafter, provide the applicant with written notice specifying the reasons for such revocation.

(f) A decision by the City Council to revoke or not revoke a permitted facility shall be by resolution and shall be final and not subject to any further appeals.

SECTION 10. EXCEPTIONS

(a) The provisions in this Section 10 establish a procedure by which the City may grant an exception to the standards in this Policy but only to the extent necessary to avoid conflict with applicable federal or state law. When the applicant requests an

exception, the PWD, in conjunction with the CDD for applications in a historic district (or the City Manager, on appeal), shall consider the findings in Subsection 10(b) in addition to the findings required under Subsection 5(f). Each exception shall be specific to the facts and circumstances in connection of the application. An exception granted in one instance shall not be deemed to create a presumption or expectation that an exception will be granted in any other instance.

(b) **Findings for an Exception.** The PWD, in conjunction with the CDD for applications in a historic district (or the City Manager, on appeal), may grant an exception to any provision or requirement in this Policy only if the PWD and CDD, as appropriate, (or City Manager, on appeal) finds that:

(1) A denial based on the application's noncompliance with a specific provision or requirement would violate federal or state law; or

(2) A provision in this Policy, as applied to the applicant, would violate any rights or privileges conferred on the applicant by federal or state law.

(c) **Exception Requests.** The applicant may request an exception only at the time an application is submitted. The PWD, in conjunction with the CDD for applications in a historic district (or City Manager, on appeal), may consider additional information provided by the applicant after submittal to supplement the initial exception request. A request for an exception after the initial submittal shall be deemed to be a new application.

(d) **Burden of Proof.** The applicant shall have the burden to prove to the PWD and CDD, as appropriate (or City Manager, on appeal), that an exception should be granted pursuant to Subsection 10(b). The standard of evidence shall be the same as required by applicable federal or state law for the issue raised in the applicant's request for an exception.

(e) **Scope of Exception.** If the PWD, in conjunction with the CDD for applications in a historic district (or the City Manager, on appeal), finds that an exception should be granted, the exception shall be narrowly tailored so that the exception deviates from this Policy to least extent necessary for compliance with federal or state law.

Aaron Schulze

From: VOZENILEK, DAN
Sent: Tuesday, August 31, 2021 9:26 AM
To: Aaron Schulze; Mary Binning
Cc: judy_woolen@ MERE, OMAR J; VARGAS, SEBASTIAN
Subject: City of Orange/AT&T Call

Aaron/Mary, thanks for the opportunity to discuss Aaron Shank's letter on the Small Wireless Facility Installation Policy. The letter pointed out key areas of the City's policy we believed deserved further discussion. We appreciate you taking the time to discuss them with us as we needed to better understand the City's position on the points mentioned in Aaron's letter and to hear from the City what can be taken into account moving forward. I believe the discussion was positive in relaying our concerns and the City's agreement to continue to work with us, as you always have, on those projects that may need further explanation. We look forward to our continued excellent working relationship with the City. Please contact Judy Woolen should you need any additional information.

Thank you,

Dan Vozenilek

Senior Technical Project Manager

AT&T Mobility
1452 Edinger, Tustin, Ca. 92780

-----Original Appointment-----

From: Aaron Schulze <aschulze@cityoforange.org>
Sent: Thursday, August 26, 2021 11:06 AM
To: Aaron Schulze; Mary Binning; VOZENILEK, DAN; judy_woolen
Subject: City of Orange/AT&T Call
When: Monday, August 30, 2021 10:30 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Call

Call to discuss proposed Council policy on small wireless facilities

E-mail correspondence, along with any attachments, may be subject to the California Public Records Act; and as such may be subject to public disclosure unless otherwise exempt under the Act.



Agenda Item

City Council

Item #: 10.1.

9/14/2021

File #: 21-0470

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Susan Galvan, Interim Community Development Director

1. SUBJECT

Public Hearing to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions in multi-family residential and neighborhood mixed use zones.

2. SUMMARY

The City of Orange has prepared a Small Lot Subdivision Ordinance and associated guidelines to provide more flexible development standards and streamlined procedures for the development of contextually compatible single-family residential housing units on infill sites.

3. RECOMMENDED ACTION

1. Introduce and conduct First Reading of Ordinance No. 15-21. An Ordinance of the City Council of the City of Orange amending Title 16 and Title 17 of the Orange Municipal Code relating to regulation of small lot subdivisions.
2. Adopt Resolution No. 11354. A Resolution of the City Council of the City of Orange approving Small Lot Subdivision Guidelines.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

- Goal 3. Enhance and promote quality of life in the community.
- c. Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

With growing frequency, the Planning Division receives inquiries about site redevelopment involving compact arrangements of detached, for sale, single-family housing units. In most cases, the zoning for the sites is multi-family residential. The desired small lot development format and single-family product type are not easily accommodated by the development standards in the Zoning Ordinance. Representative projects that experienced a lengthy entitlement process in Orange include the MBK Homes/Irving House and Cohen Residential projects at Orange-Olive Road and Grove Avenue.

The purpose of the subject ordinance is to provide development standards to accommodate compact single-family neighborhood formats and to streamline the entitlement process for projects on small parcels. The ordinance was crafted to facilitate development and provide pragmatic, context-sensitive

standards. Staff solicited input and “lessons learned” from stakeholders representing the development community that have been important aspects of informing the work effort.

The Small Lot Subdivision Ordinance (Attachment 1) amends Title 16 and Title 17 of the Orange Municipal Code and includes the following key features:

- Applies to properties located in Multi-Family Residential zones (R-3 and R-4) and the Neighborhood Mixed Use-24 zone (NMU-24) where the underlying General Plan land use designations are intended to accommodate multi-family residential development at a maximum density of 24 units per acre.
- Streamlines the entitlement process to authorize Planning Commission approval of tentative tract maps (five or more lots) rather than City Council approval for projects that do not require preparation of an EIR.
- Provides development standards to accommodate small lot homes for infill developments related to:
 - Building setbacks
 - Building height
 - Lot coverage
 - Open space requirements
 - Manner in which parking is provided
 - Wall height

A comparison of existing and proposed development standard highlights, and detailed review of the Ordinance is provided in Attachment 6.

Small Lot Subdivision Guidelines

The Small Lot Subdivision Guidelines (Attachment 3) are intended to guide the site layout and building design in order to ensure that the new small lot subdivisions are compatible with existing adjacent neighborhoods. Key content that is intended to address contextual compatibility includes:

- Scale and massing
- Building orientation
- Building articulation
- Roof forms
- Stepped upper stories
- Access and connectivity to established neighborhood

A detailed discussion of the Guidelines is provided in Attachment 6.

Planning Commission Review

At its July 19, 2021, meeting the Planning Commission unanimously recommended that the City Council adopt Ordinance No. 15-21 and the Small Lot Subdivision Guidelines.

7. ATTACHMENTS

- Attachment 1 Ordinance No. 15-21
- Attachment 2 Ordinance No. 15-21 (Redlined)
- Attachment 3 Resolution No. 11354 (Including Small Lot Subdivision Guidelines)
- Attachment 4 Planning Commission Resolution No. PC 17-21
- Attachment 5 Planning Commission Resolution No. PC 18-21
- Attachment 6 Planning Commission Staff Report July 19, 2021
- Attachment 7 Planning Commission Minutes July 19, 2021



Agenda Item

City Council

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9/14/2021

File #: 21-0470

TO: Honorable Mayor and Members of the City Council

THRU: Rick Otto, City Manager

FROM: Susan Galvan, Interim Community Development Director

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The purpose of the subject ordinance is to provide development standards to accommodate compact single-family neighborhood formats and to streamline the entitlement process for projects on small parcels. The ordinance was crafted to facilitate development and provide pragmatic, context-sensitive

standards. Staff solicited input and “lessons learned” from stakeholders representing the development community that have been important aspects of informing the work effort.

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ORDINANCE NO. 15-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 AND TITLE 17 OF THE ORANGE MUNICIPAL CODE RELATING TO REGULATION OF SMALL LOT SUBDIVISIONS.

WHEREAS, small lot subdivision development provides an alternative housing type to larger scale condominiums and apartments in multi-family residential zones and some mixed use zones, and is particularly well-suited in transitional areas between established neighborhoods developed with single-family homes and other more intensive residential or commercial uses;

WHEREAS, this Small Lot Subdivision Ordinance will allow for development of smaller single-family residential lots in the multi-family residential zones (R-3 and R-4) and in the Neighborhood Mixed Use - 24 zone (NMU-24), consistent with existing permitted densities;

WHEREAS, this Ordinance will provide a space-efficient and economical alternative to traditional options for homeownership in the City of Orange and potentially create opportunities for affordable homeownership through lower land costs;

WHEREAS, the Planning Commission conducted a duly advertised public hearing on July 19, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Ordinance and recommended its approval to the City Council;

WHEREAS, the City Council conducted a duly advertised public hearing on September 14, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Ordinance; and

WHEREAS, the City Council finds that the proposed Ordinance will serve the public health, safety, and welfare of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

The recitals stated above are true and correct, incorporated herein, and form the basis for the adoption of this Ordinance.

SECTION II:

The action proposed herein is not a project subject to CEQA in accordance with CEQA Section 21065 and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. The Ordinance involves general policy and procedure making that would not cause either a direct

physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Such is the case with the Ordinance. No new development is proposed and the regulations for small lot subdivisions would generally allow for infill development, which would not result in a significant impact on the environment. Furthermore, any development applications subject to these provisions will be reviewed for CEQA compliance under a separate entitlement. On a case-by-case review of each project, the appropriate environmental document will be prepared to address any project-specific impacts. Therefore, the Ordinance will not have a significant effect on the environment.

SECTION III:

Section 16.04.060 of the Orange Municipal Code, “Subdivisions – General Provisions – Advisory Agencies,” is hereby amended in its entirety to read as follows:

16.04.060 – Advisory Agencies.

Advisory agencies are charged with the duty of making investigations and reports on the design and improvement of proposed divisions of real property and the imposing of requirements or conditions thereon. The Community Development Director is designated as the advisory agency as that term is used in the Subdivision Map Act and in this title. Subject to the provisions and according to the procedures of this title, such agency shall make reports and recommendations to the City Planning Commission on all tentative and final tract maps.

SECTION IV:

Section 16.12.010 of the Orange Municipal Code, “Subdivisions – Procedure – Tentative Tract Map,” is hereby amended in its entirety to read as follows:

16.12.010 – Tentative Tract Map.

A. A tentative tract map, accompanied by any forms and fees required, shall be submitted to the Community Development Director for review. The Community Development Director shall refer the map to a staff review committee as designated by the City Manager for review and comment.

B. After the tentative tract map is reviewed by staff, the Community Development Director shall forward the map to the City Planning Commission with his/her comments and/or recommendations. Within fifty (50) days of the submittal of the tentative tract map to the Community Development Director, the City Planning Commission shall review the tentative tract map and shall approve, conditionally approve, or disapprove the tentative tract map.

C. If the map is not approved by the City Planning Commission, the subdivider will be notified and given the opportunity to correct the map.

D. The subdivider may appeal to the City Council from any action taken by the City Planning Commission pursuant to the procedure set forth in the Subdivision Map Act.

E. Any interested person adversely affected by a decision of the Planning Commission may file a complaint with the City Council concerning any such decision. Processing of the complaint shall comply with the Subdivision Map Act.

F. If the map is approved by the City Planning Commission, or by the City Council on appeal, a final tract map, substantially in conformance with the tentative tract map, must be recorded within eighteen (18) months.

SECTION V:

Section 17.14.270, “Zoning – Residential Districts – Small Lot Subdivision Development Standards,” Table 17.14.270, “Small Lot Subdivision Development Standards,” and Section 17.14.275, “Zoning – Residential Districts – Small Lot Subdivision Guidelines,” are hereby added to the Orange Municipal Code to read as follows:

17.14.270 – Small Lot Subdivision Development Standards.

A. The purpose of this section is to provide supplemental development standards allowing alternative housing typologies in small lot subdivisions within multiple-family residential zones and specific mixed use zones. A subdivision for the purpose of small lots enables construction of new small lot homes and provides a space-efficient and economical alternative to traditional single dwelling unit and multiple dwelling unit development. It also provides pedestrian-friendly developments that are compatible with the existing neighborhood character and context.

B. A small lot subdivision shall be permitted in the R-3, R-4, and NMU-24 zoning districts pursuant to an approved tract or parcel map.

C. The following supplemental regulations shall apply to small lot subdivisions:

(1) A tract map or parcel map pursuant to Chapter 16.08 (Maps) of this code shall be required for the creation of a small lot subdivision.

(2) The Design Review Committee shall review small lot subdivision projects prior to issuance of any demolition, grading, or building permit and make a finding that the small lot subdivision project complies with the small lot subdivision guidelines in Section 17.14.275 of this chapter. The application for design review shall be filed concurrent with the tract or parcel map application.

(3) A small lot subdivision development shall comply with the regulations in Table 17.14.270 and the supplemental regulations in this section. The footnotes and text following Table 17.14.270 clarify the development standards as necessary.

Table 17.14.270

SMALL LOT SUBDIVISION DEVELOPMENT STANDARDS

Maximum Permitted Density	
Within Subdivision – dwelling units (du) per acre (ac)	Per the underlying zone
R-3 and R-4	(a)
NMU-24	16-24
Subdivided Lot – dwelling units (du) per lot	1
Minimum Lot Area – square feet (sf)	n/a
Minimum Lot Frontage – feet (ft)	25
Minimum Lot Depth – feet (ft)	50
Perimeter Setbacks – feet (ft)	
Front	(b)
Side	(c)
Rear	(d)
Interior Setbacks – feet (ft)	(e)
Maximum Height – feet (ft) or stories, whichever is less	
R-3 and R-4	35' or 3 stories
NMU-24	45' or 3 stories
Maximum Lot Coverage	75% of an approved small lot (f)
Minimum Private Open Space – square feet (sf) per dwelling unit (du)	150

Notes:

- (a) The permitted density range shall be as indicated on the General Plan Land Use Policy Map. Typically, 6-15 du/ac for R-3 and 16-24 du/ac for R-4.
- (b) The provisions of the front yard of the underlying zone shall apply to the front lot line of the perimeter of the subdivision.
- (c) A minimum five-foot yard shall be required along the side lot line of the perimeter of the subdivision, except that corner and reverse corner lots along the perimeter of the subdivision shall have a minimum ten-foot street side yard.

- (d) A minimum ten-foot yard shall be required along the rear lot line of the perimeter of the subdivision, except that where the rear lot line abuts an alley, a minimum five-foot rear yard shall be required along the perimeter of the subdivision.
- (e) No front, side, or rear yard shall be required between interior lot lines created within an approved small lot subdivision.
- (f) Unless the tract or parcel map provides a usable common open space area equivalent to 25% of the lot area of each lot not meeting this provision, and subject to the requirements of Section 17.14.110(B)(2) of this chapter.

(4) Site Access. Access to a small lot within a small lot subdivision, and to its required parking spaces, shall be provided by way of a public or private street, alley, access easement, or driveway.

(5) Accessory Structures, Garages, and Accessory Dwelling Units. Accessory structures, garages, and accessory dwelling units shall be permitted in small lot subdivisions in accordance with Section 17.14.160 (Accessory Structures, Garages, and Accessory Dwelling Units) of this chapter.

(6) Open Space. Each small lot shall provide no less than a total of 150 square feet of private usable open space, accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck, or balcony. In order to count toward the open space requirement, a yard area, or uncovered deck or patio shall have a minimum width and length of ten feet, and the minimum dimension of a balcony (both width and depth) shall be seven feet. Parking areas, driveways, and required front setback areas shall not count as private usable open space.

(7) Fences and Walls. Fences and walls shall be permitted in small lot subdivisions in accordance with Section 17.14.180 (Fences and Walls) of this chapter and subject to the following regulations:

a. Within the front yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to three and one-half feet.

b. Within the side and rear yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to six feet, except that where the perimeter abuts a major arterial street or a commercial zoned property the height shall be limited to eight feet.

(8) Parking. Parking requirements and parking design shall comply with the following regulations and Chapter 17.34 (Off-Street Parking and Loading) of this title for small lot subdivisions. Where there is a conflict with Chapter 17.34, the requirements of this section shall apply.

a. The number of off-street parking spaces shall be consistent with the ratios for small lot subdivisions in Table 17.34.060.A of this title.

b. Required parking shall be provided on each lot except that guest parking may be provided in an easily accessible common parking area, or on private streets and alleys associated with the small lot subdivision.

c. Required parking spaces on each lot shall be provided within a garage or a carport. Guest parking may be unenclosed.

d. Tandem parking is permitted only for the required parking spaces on each lot and not for guest parking in common parking areas.

(9) Landscaping. Landscaping shall be provided as required by Chapter 16.50 (Landscaping Requirements) of this code.

(10) Stormwater Management. Small lot subdivision developments shall comply with Chapter 7.01 (Water Quality and Stormwater Discharges) of this code and shall require low impact development (LID) practices that result in the infiltration, evapotranspiration, or otherwise natural drainage of stormwater in order to protect water quality.

(11) Trash Enclosures. All small lot subdivision developments shall provide trash (including trash, recycling, and green waste) collection areas adequately and conveniently placed throughout the development. These collection areas shall be screened from view on three sides by a six-foot high masonry wall. A view obscuring gate shall be provided.

(12) Access and Maintenance. An agreement for access and maintenance for all facilities used in common shall be executed to the satisfaction of the City Attorney and shall be recorded in the office of the Orange County Clerk-Recorder prior to the issuance of a certificate of occupancy for the project.

(13) Hazardous Fire Areas and Vegetation Management. Small lot subdivision developments shall be subject to the requirements of the Orange City Fire Department, including the fuel modification requirements outlined in the “Vegetation Management Guideline—Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

17.14.275 – Small Lot Subdivision Guidelines.

Small lot subdivision development shall conform to the City of Orange small lot subdivision guidelines adopted by resolution of the City Council and available at the Community Development Department.

SECTION VI:

The definition of HOUSING DEVELOPMENT in Section 17.15.020 of the Orange Municipal Code, “Zoning – Density Bonus – Definitions,” is hereby amended in its entirety to read as follows:

HOUSING DEVELOPMENT – (1) one or more groups of projects of five or more residential units constructed in a planned development; (2) a subdivision, including a small lot subdivision, or common interest development approved by the City and consisting of five or more residential units or unimproved residential lots; and (3) either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units of five or more.

SECTION VII:

Section 17.19.250, “Zoning – Mixed Use Districts – Small Lot Subdivisions,” is hereby added to the Orange Municipal code to read as follows:

17.19.250 – Small Lot Subdivisions.

Small lot subdivision development in the NMU-24 zoning district shall conform to the regulations for small lot subdivisions contained in Section 17.14.270 (Small Lot Subdivision Development Standards) of this title.

SECTION VIII:

Section 17.34.060.D, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces,” is hereby amended in its entirety to read as follows:

D. Tandem parking, mechanical lifts, or other similar parking solutions may be allowed in multifamily residential developments and in small lot subdivisions in cases where tandem or vertical parking spaces are assigned to the same unit and meet required findings for site plan review. Tandem parking, mechanical lifts, or other similar parking solutions may be approved through a Minor Site Plan Review process described in Section 17.10.060.D of this title. Mechanical lifts and other similar equipment shall be user-friendly, maintained in good operating condition, and enclosed within a structure that is visually compatible with the primary structure(s) on the site.

SECTION IX:

The following use is hereby added to Table 17.34.060.A, “Required Number of Parking Spaces for Residential Uses,” to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Small Lot Subdivision	2 parking spaces per unit, either enclosed or covered (i.e. garage or carport). For units with 4 or more bedrooms, 1 additional space shall be provided on the lot, which may be enclosed or unenclosed. Enclosed or covered parking may be provided in a tandem format.

A minimum of 0.25 spaces per unit (with a minimum of 2 guest spaces) shall be provided as easily accessible and distinguishable guest parking in addition to the required parking for each unit. Guest parking may be unenclosed.

SECTION X:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XI:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2021, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2021 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 15-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 AND TITLE 17 OF THE ORANGE MUNICIPAL CODE RELATING TO REGULATING SMALL LOT SUBDIVISIONS.

SECTION I:

Section 16.04.060 of the Orange Municipal Code, “Subdivisions – General Provisions – Advisory Agencies,” is hereby amended in its entirety to read as follows:

16.04.060 – Advisory Agencies.

Advisory agencies are charged with the duty of making investigations and reports on the design and improvement of proposed divisions of real property and the imposing of requirements or conditions thereon. The Community Development Director ~~and the City Planning Commission~~ are is designated as the advisory agency as that term is used in the Subdivision Map Act and in this title. Subject to the provisions and according to the procedures of this title, such agency shall make reports and recommendations to the City ~~Council~~ Planning Commission on all tentative and final tract maps.

SECTION II:

Section 16.12.010 of the Orange Municipal Code, “Subdivisions – Procedure – Tentative Tract Map,” is hereby amended in its entirety to read as follows:

16.12.010 – Tentative Tract Map.

A. A tentative tract map, accompanied by any forms and fees required, shall be submitted to the Community Development Director for review. The Community Development Director shall refer the map to a staff review committee as designated by the City Manager for review and comment.

B. After the tentative tract map is reviewed by staff, the Community Development Director shall forward the map to the City Planning Commission with his/her comments and/or recommendations. Within fifty (50) days of the submittal of the tentative tract map to the Community Development Director, the City Planning Commission shall ~~have reviewed~~ the tentative tract map and ~~made its recommendations~~ shall approve, conditionally approve, or disapprove the tentative tract map.

~~C. After the tentative tract map is reviewed by the City Planning Commission, the map shall then be forwarded to the City Council together with any comments and/or recommendations.~~

~~The City Council shall then review the tentative tract map and shall have the power to approve, conditionally approve, or disapprove the tentative tract map.~~

~~D-C.~~ If the map is not approved by the City ~~Council~~ Planning Commission, the subdivider will be notified and given the opportunity to correct the map.

~~E. With respect to a tentative tract map, the subdivider may appeal from any action of the Community Development Director to the City Planning Commission and taken to the City Council pursuant to the procedure set forth in the Subdivision Map Act.~~

D. The subdivider may appeal to the City Council from any action taken by the City Planning Commission pursuant to the procedure set forth in the Subdivision Map Act.

~~F E.~~ Any interested person adversely affected by a decision of the Planning Commission may file a complaint with the City Council concerning any such decision. Processing of the complaint shall comply with the Subdivision Map Act.

~~G F.~~ If the map is approved by the City ~~Council~~ Planning Commission, or by the City Council on appeal, a final tract map, substantially in conformance with the tentative tract map, must be recorded within eighteen (18) months.

SECTION III:

Section 17.14.270, “Zoning – Residential Districts – Small Lot Subdivision Development Standards,” Table 17.14.270, “Small Lot Subdivision Development Standards,” and Section 17.14.275, “Zoning – Residential Districts – Small Lot Subdivision Guidelines,” are hereby added to the Orange Municipal Code to read as follows:

17.14.270 – Small Lot Subdivision Development Standards.

A. The purpose of this section is to provide supplemental development standards allowing alternative housing typologies in small lot subdivisions within multiple-family residential zones and specific mixed use zones. A subdivision for the purpose of small lots enables construction of new small lot homes and provides a space-efficient and economical alternative to traditional single dwelling unit and multiple dwelling unit development. It also provides pedestrian-friendly developments that are compatible with the existing neighborhood character and context.

B. A small lot subdivision shall be permitted in the R-3, R-4, and NMU-24 zoning districts pursuant to an approved tract or parcel map.

C. The following supplemental regulations shall apply to small lot subdivisions:

(1) A tract map or parcel map pursuant to Chapter 16.08 (Maps) of this code shall be required for the creation of a small lot subdivision.

(2) The Design Review Committee shall review small lot subdivision projects prior to issuance of any demolition, grading, or building permit and make a finding that the small lot subdivision project complies with the small lot subdivision guidelines in Section 17.14.275 of this chapter. The application for design review shall be filed concurrent with the tract or parcel map application.

(3) A small lot subdivision development shall comply with the regulations in Table 17.14.270 and the supplemental regulations in this section. The footnotes and text following Table 17.14.270 clarify the development standards as necessary.

Table 17.14.270

SMALL LOT SUBDIVISION DEVELOPMENT STANDARDS

<u>Maximum Permitted Density</u>	
<u>Within Subdivision – dwelling units (du) per acre (ac)</u>	<u>Per the underlying zone</u>
<u>R-3 and R-4</u>	<u>(a)</u>
<u>NMU-24</u>	<u>16-24</u>
<u>Subdivided Lot – dwelling units (du) per lot</u>	<u>1</u>
<u>Minimum Lot Area – square feet (sf)</u>	<u>n/a</u>
<u>Minimum Lot Frontage – feet (ft)</u>	<u>25</u>
<u>Minimum Lot Depth – feet (ft)</u>	<u>50</u>
<u>Perimeter Setbacks – feet (ft)</u>	
<u>Front</u>	<u>(b)</u>
<u>Side</u>	<u>(c)</u>
<u>Rear</u>	<u>(d)</u>
<u>Interior Setbacks – feet (ft)</u>	<u>(e)</u>
<u>Maximum Height – feet (ft) or stories, whichever is less</u>	
<u>R-3 and R-4</u>	<u>35' or 3 stories</u>
<u>NMU-24</u>	<u>45' or 3 stories</u>
<u>Maximum Lot Coverage</u>	<u>75% of an approved small lot (f)</u>
<u>Minimum Private Open Space – square feet (sf) per dwelling unit (du)</u>	<u>150</u>

Notes:

- (a) The permitted density range shall be as indicated on the General Plan Land Use Policy Map. Typically, 6-15 du/ac for R-3 and 16-24 du/ac for R-4.

- (b) The provisions of the front yard of the underlying zone shall apply to the front lot line of the perimeter of the subdivision.
- (c) A minimum five-foot yard shall be required along the side lot line of the perimeter of the subdivision, except that corner and reverse corner lots along the perimeter of the subdivision shall have a minimum ten-foot street side yard.
- (d) A minimum ten-foot yard shall be required along the rear lot line of the perimeter of the subdivision, except that where the rear lot line abuts an alley, a minimum five-foot rear yard shall be required along the perimeter of the subdivision.
- (e) No front, side, or rear yard shall be required between interior lot lines created within an approved small lot subdivision.
- (f) Unless the tract or parcel map provides a usable common open space area equivalent to 25% of the lot area of each lot not meeting this provision, and subject to the requirements of Section 17.14.110(B)(2) of this chapter.

(4) Site Access. Access to a small lot within a small lot subdivision, and to its required parking spaces, shall be provided by way of a public or private street, alley, access easement, or driveway.

(5) Accessory Structures, Garages, and Accessory Dwelling Units. Accessory structures, garages, and accessory dwelling units shall be permitted in small lot subdivisions in accordance with Section 17.14.160 (Accessory Structures, Garages, and Accessory Dwelling Units) of this chapter.

(6) Open Space. Each small lot shall provide no less than a total of 150 square feet of private usable open space, accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck, or balcony. In order to count toward the open space requirement, a yard area, or uncovered deck or patio shall have a minimum width and length of ten feet, and the minimum dimension of a balcony (both width and depth) shall be seven feet. Parking areas, driveways, and required front setback areas shall not count as private usable open space.

(7) Fences and Walls. Fences and walls shall be permitted in small lot subdivisions in accordance with Section 17.14.180 (Fences and Walls) of this chapter and subject to the following regulations:

a. Within the front yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to three and one-half feet.

b. Within the side and rear yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to six feet, except that where the perimeter abuts a major arterial street or a commercial zoned property the height shall be limited to eight feet.

(8) Parking. Parking requirements and parking design shall comply with the following regulations and Chapter 17.34 (Off-Street Parking and Loading) of this title for small lot subdivisions. Where there is a conflict with Chapter 17.34, the requirements of this section shall apply.

a. The number of off-street parking spaces shall be consistent with the ratios for small lot subdivisions in Table 17.34.060.A of this title.

b. Required parking shall be provided on each lot except that guest parking may be provided in an easily accessible common parking area, or on private streets and alleys associated with the small lot subdivision.

c. Required parking spaces on each lot shall be provided within a garage or a carport. Guest parking may be unenclosed.

d. Tandem parking is permitted only for the required parking spaces on each lot and not for guest parking in common parking areas.

(9) Landscaping. Landscaping shall be provided as required by Chapter 16.50 (Landscaping Requirements) of this code.

(10) Stormwater Management. Small lot subdivision developments shall comply with Chapter 7.01 (Water Quality and Stormwater Discharges) of this code and shall require low impact development (LID) practices that result in the infiltration, evapotranspiration, or otherwise natural drainage of stormwater in order to protect water quality.

(11) Trash Enclosures. All small lot subdivision developments shall provide trash (including trash, recycling, and green waste) collection areas adequately and conveniently placed throughout the development. These collection areas shall be screened from view on three sides by a six-foot high masonry wall. A view obscuring gate shall be provided.

(12) Access and Maintenance. An agreement for access and maintenance for all facilities used in common shall be executed to the satisfaction of the City Attorney and shall be recorded in the office of the Orange County Clerk-Recorder prior to the issuance of a certificate of occupancy for the project.

(13) Hazardous Fire Areas and Vegetation Management. Small lot subdivision developments shall be subject to the requirements of the Orange City Fire Department, including the fuel modification requirements outlined in the “Vegetation Management Guideline—Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

17.14.275 – Small Lot Subdivision Guidelines.

Small lot subdivision development shall conform to the City of Orange small lot subdivision guidelines adopted by resolution of the City Council and available at the Community Development Department.

SECTION III:

Title 17, Chapter 17.15, Section 17.15.020 is hereby amended to read as follows:

17.15.020 – Definitions.

HOUSING DEVELOPMENT – (1) one or more groups of projects of five or more residential units constructed in a planned development; (2) a subdivision, [including a small lot subdivision](#), or common interest development approved by the City and consisting of five or more residential units or unimproved residential lots; and (3) either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units of five or more.

SECTION V:

Section 17.19.250, “Zoning – Mixed Use Districts – Small Lot Subdivisions,” is hereby added to the Orange Municipal code to read as follows:

17.19.250 – Small Lot Subdivisions.

[Small lot subdivision development in the NMU-24 zoning district shall conform to the regulations for small lot subdivisions contained in Section 17.14.270 \(Small Lot Subdivision Development Standards\) of this title.](#)

SECTION VI:

Section 17.34.060.D, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces,” is hereby amended in its entirety to read as follows:

D. Tandem parking, mechanical lifts, or other similar parking solutions may be allowed in multifamily residential developments [and in small lot subdivisions](#) in cases where tandem or vertical parking spaces are assigned to the same unit and meet required findings for site plan review. Tandem parking, mechanical lifts, or other similar parking solutions may be approved through a Minor Site Plan Review process described in Section 17.10.060.D of this title. Mechanical lifts and other similar equipment shall be user-friendly, maintained in good operating condition, and enclosed within a structure that is visually compatible with the primary structure(s) on the site.

SECTION VII:

The following use is hereby added to Table 17.34.060.A, “Required Number of Parking Spaces for Residential Uses,” to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
<u>Small Lot Subdivision</u>	<u>2 parking spaces per unit, either enclosed or covered (i.e. garage or carport). For units with 4 or more bedrooms, 1 additional space shall be provided on the lot, which may be enclosed or unenclosed. Enclosed or covered parking may be provided in a tandem format.</u>
	<u>A minimum of 0.25 spaces per unit (with a minimum of 2 guest spaces) shall be provided as easily accessible and distinguishable guest parking in addition to the required parking for each unit. Guest parking may be unenclosed.</u>

RESOLUTION NO. 11354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING SMALL LOT SUBDIVISION GUIDELINES

WHEREAS, small lot subdivision development provides an alternative housing type to larger scale condominiums and apartments in multi-family residential zones and some mixed use zones, and is particularly well-suited in transitional areas between established neighborhoods developed with single-family homes and other more intensive residential or commercial uses; and

WHEREAS, the Small Lot Subdivision Guidelines have been prepared as a companion document to the Small Lot Subdivision Ordinance to articulate City expectations for site layout, building scale, unit orientation, building height, privacy and contextual compatibility for infill residential development with surrounding established neighborhoods; and

WHEREAS, the Small Lot Subdivision Guidelines are intended to uphold the goals of introducing new dwellings and a new housing typology that maintains and responds to the existing urban form, achieves high quality urban design, and promotes walkability through infill development; and

WHEREAS, the Planning Commission considered the proposed Small Lot Subdivision Guidelines at a duly advertised public hearing on July 19, 2021, and voted 4-0 to recommend that the City Council approve the Guidelines; and

WHEREAS, the City Council considered the proposed Small Lot Subdivision Guidelines at a duly advertised meeting held on September 14, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Small Lot Subdivision Guidelines, shown as Attachment 1, attached hereto, based on the following:

SECTION 1 – FINDING

The Small Lot Subdivision Guidelines are consistent with the goals and policies stated in the City's General Plan Land Use, Housing, and Urban Design Elements by supporting diverse residential environments, contextually compatible infill residential development, and integration of new development with the established urban form.

SECTION 2 - ENVIRONMENTAL REVIEW

- The proposed Small Lot Subdivision Guidelines are exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15060(c)(2) and 15060(c)(3), because the guidelines provide guidance for site planning and building design for infill residential development sites. The guidelines provide parameters for neighborhood compatibility, privacy, and internal cohesiveness of small lot subdivisions. The guidelines will not cause changes to the residential density established

in the General Plan for the multi-family and Neighborhood Mixed Use land use districts. They do not involve a specific site or development project, and do not otherwise result in a physical change that could cause an impact to the environment. Approval of the Small Lot Subdivision Guidelines is therefore not a "project" as defined in CEQA Guideline 15378.

- The proposed Small Lot Subdivision Guidelines are exempt from CEQA per CEQA Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding the Small Lot Subdivision Guidelines, that there is substantial evidence that approval of the guidelines would not have a significant effect on the environment and the common sense exemption applies.
- In the unlikely event approval of the Small Lot Subdivision Guidelines would constitute a project under CEQA, it is categorically exempt from the provisions of CEQA per CEQA Guideline 15321(a) (Class 21, Enforcement Actions by Regulatory Agencies) because said approval is an action taken by the City as a regulatory agency and involves "enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency."

ADOPTED this ____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. PC 17-21

**A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING CITY COUNCIL APPROVAL OF AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ORANGE AMENDING TITLE 16 AND TITLE 17 OF THE
ORANGE MUNICIPAL CODE RELATING TO
REGULATING SMALL LOT SUBDIVISIONS**

APPLICANT: CITY OF ORANGE

Moved by Vice-Chair Vazquez and seconded by Commissioner Glasgow that the following resolution be adopted:

WHEREAS, small lot subdivision development provides an alternative housing type to larger scale condominiums and apartments in multi-family residential zones and some mixed use zones, and is particularly well-suited in transitional areas between established neighborhoods developed with single-family homes and other more intensive residential or commercial uses;

WHEREAS, this Small Lot Subdivision Ordinance will allow for development of smaller single-family residential lots in the multi-family residential zones (R-3 and R-4) and in the Neighborhood Mixed Use-24 zone (NMU-24), consistent with existing permitted densities;

WHEREAS, this Ordinance will provide a space-efficient and economical alternative to traditional options for homeownership in the City of Orange and potentially create opportunities for affordable homeownership through lower land costs;

WHEREAS, the Planning Commission conducted a duly advertised public hearing on July 19, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Ordinance and recommends approval thereof;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council approve the subject Ordinance Amendment, shown as Attachment 1, attached hereto, based on the following finding:

SECTION 1- FINDING

Specialized development standards and a streamlined entitlement process for small lot single-family subdivisions in multi-family residential and neighborhood mixed use zoning districts are consistent with the goals and policies stated within the City's General Plan Land Use, Housing, and Natural Resources Elements by supporting diverse residential environments, infill residential development, and increasing the inventory of housing in Orange. Accommodation of alternative residential development formats provides options for a variety of household types and household incomes, having the potential to increase the workforce housing inventory in Orange.

SECTION 2-ENVIRONMENTAL REVIEW

The proposed ordinance is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15305 (Class 5 – Minor Alterations in Land Use Limitations) because the ordinance simply provides greater flexibility in site planning and building design and a streamlined entitlement process for infill residential development sites. The ordinance does not cause changes to the residential density established in the General Plan for the multi-family and Neighborhood Mixed Use land use districts. It does not involve a specific site or development project, and does not otherwise result in a physical change that could cause an impact to the environment.

I hereby certify that the Planning Commission of the City of Orange adopts the foregoing resolution on July 19, 2021, by the following vote:

AYES: Simpson, Vazquez, Glasgow, and Martinez

NOES: None

ABSTAIN: None

ABSENT: None



Dave Simpson, Planning Commission Chair

8-2-21

Date

ORDINANCE NO. XX-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 AND TITLE 17 OF THE ORANGE MUNICIPAL CODE RELATING TO REGULATING SMALL LOT SUBDIVISIONS.

WHEREAS, small lot subdivision development provides an alternative housing type to larger scale condominiums and apartments in multi-family residential zones and some mixed use zones, and is particularly well-suited in transitional areas between established neighborhoods developed with single-family homes and other more intensive residential or commercial uses;

WHEREAS, this Small Lot Subdivision Ordinance will allow for development of smaller single-family residential lots in the multi-family residential zones (R-3 and R-4) and in the Neighborhood Mixed Use - 24 zone (NMU-24), consistent with existing permitted densities;

WHEREAS, this Ordinance will provide a space-efficient and economical alternative to traditional options for homeownership in the City of Orange and potentially create opportunities for affordable homeownership through lower land costs;

WHEREAS, the Planning Commission conducted a duly advertised public hearing on _____, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Ordinance and recommended its approval to the City Council;

WHEREAS, the City Council conducted a duly advertised public hearing on _____, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Ordinance; and

WHEREAS, the City Council finds that the proposed Ordinance will serve the public health, safety, and welfare of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 16.04.060 of the Orange Municipal Code, “Subdivisions – General Provisions – Advisory Agencies,” is hereby amended in its entirety to read as follows:

16.04.060 – Advisory Agencies.

Advisory agencies are charged with the duty of making investigations and reports on the design and improvement of proposed divisions of real property and the imposing of requirements or conditions thereon. The Community Development Director is designated as the advisory agency

as that term is used in the Subdivision Map Act and in this title. Subject to the provisions and according to the procedures of this title, such agency shall make reports and recommendations to the City Planning Commission on all tentative and final tract maps.

SECTION II:

Section 16.12.010 of the Orange Municipal Code, “Subdivisions – Procedure – Tentative Tract Map,” is hereby amended in its entirety to read as follows:

16.12.010 – Tentative Tract Map.

A. A tentative tract map, accompanied by any forms and fees required, shall be submitted to the Community Development Director for review. The Community Development Director shall refer the map to a staff review committee as designated by the City Manager for review and comment.

B. After the tentative tract map is reviewed by staff, the Community Development Director shall forward the map to the City Planning Commission with his/her comments and/or recommendations. Within fifty (50) days of the submittal of the tentative tract map to the Community Development Director, the City Planning Commission shall review the tentative tract map and shall approve, conditionally approve, or disapprove the tentative tract map.

C. If the map is not approved by the City Planning Commission, the subdivider will be notified and given the opportunity to correct the map.

D. The subdivider may appeal to the City Council from any action taken by the City Planning Commission pursuant to the procedure set forth in the Subdivision Map Act.

E. Any interested person adversely affected by a decision of the Planning Commission may file a complaint with the City Council concerning any such decision. Processing of the complaint shall comply with the Subdivision Map Act.

F. If the map is approved by the City Planning Commission, or by the City Council on appeal, a final tract map, substantially in conformance with the tentative tract map, must be recorded within eighteen (18) months.

SECTION III:

Section 17.14.270, “Zoning – Residential Districts – Small Lot Subdivision Development Standards,” Table 17.14.270, “Small Lot Subdivision Development Standards,” and Section 17.14.275, “Zoning – Residential Districts – Small Lot Subdivision Guidelines,” are hereby added to the Orange Municipal Code to read as follows:

17.14.270 – Small Lot Subdivision Development Standards.

A. The purpose of this section is to provide supplemental development standards allowing alternative housing typologies in small lot subdivisions within multiple-family residential zones and specific mixed use zones. A subdivision for the purpose of small lots enables construction of new small lot homes and provides a space-efficient and economical alternative to traditional single dwelling unit and multiple dwelling unit development. It also provides pedestrian-friendly developments that are compatible with the existing neighborhood character and context.

B. A small lot subdivision shall be permitted in the R-3, R-4, and NMU-24 zoning districts pursuant to an approved tract or parcel map.

C. The following supplemental regulations shall apply to small lot subdivisions:

(1) A tract map or parcel map pursuant to Chapter 16.08 (Maps) of this code shall be required for the creation of a small lot subdivision.

(2) The Design Review Committee shall review small lot subdivision projects prior to issuance of any demolition, grading, or building permit and make a finding that the small lot subdivision project complies with the small lot subdivision guidelines in Section 17.14.275 of this chapter. The application for design review shall be filed concurrent with the tract or parcel map application.

(3) A small lot subdivision development shall comply with the regulations in Table 17.14.270 and the supplemental regulations in this section. The footnotes and text following Table 17.14.270 clarify the development standards as necessary.

Table 17.14.270

SMALL LOT SUBDIVISION DEVELOPMENT STANDARDS

Maximum Permitted Density	
Within Subdivision – dwelling units (du) per acre (ac)	Per the underlying zone
R-3 and R-4	(a)
NMU-24	16-24
Subdivided Lot – dwelling units (du) per lot	1
Minimum Lot Area – square feet (sf)	n/a
Minimum Lot Frontage – feet (ft)	25
Minimum Lot Depth – feet (ft)	50
Perimeter Setbacks – feet (ft)	
Front	(b)
Side	(c)
Rear	(d)

Interior Setbacks – feet (ft)	(e)
Maximum Height – feet (ft) or stories, whichever is less	
R-3 and R-4	35' or 3 stories
NMU-24	45' or 3 stories
Maximum Lot Coverage	75% of an approved small lot (f)
Minimum Private Open Space – square feet (sf) per dwelling unit (du)	150

Notes:

- (a) The permitted density range shall be as indicated on the General Plan Land Use Policy Map. Typically, 6-15 du/ac for R-3 and 16-24 du/ac for R-4.
- (b) The provisions of the front yard of the underlying zone shall apply to the front lot line of the perimeter of the subdivision.
- (c) A minimum five-foot yard shall be required along the side lot line of the perimeter of the subdivision, except that corner and reverse corner lots along the perimeter of the subdivision shall have a minimum ten-foot street side yard.
- (d) A minimum ten-foot yard shall be required along the rear lot line of the perimeter of the subdivision, except that where the rear lot line abuts an alley, a minimum five-foot rear yard shall be required along the perimeter of the subdivision.
- (e) No front, side, or rear yard shall be required between interior lot lines created within an approved small lot subdivision.
- (f) Unless the tract or parcel map provides a usable common open space area equivalent to 25% of the lot area of each lot not meeting this provision, and subject to the requirements of Section 17.14.110(B)(2) of this chapter.

(4) **Site Access.** Access to a small lot within a small lot subdivision, and to its required parking spaces, shall be provided by way of a public or private street, alley, access easement, or driveway.

(5) **Accessory Structures, Garages, and Accessory Dwelling Units.** Accessory structures, garages, and accessory dwelling units shall be permitted in small lot subdivisions in accordance with Section 17.14.160 (Accessory Structures, Garages, and Accessory Dwelling Units) of this chapter.

(6) **Open Space.** Each small lot shall provide no less than a total of 150 square feet of private usable open space, accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck, or balcony. In order to count toward the open space requirement, a yard area, or uncovered deck or patio shall have a minimum width and length of ten feet, and the

minimum dimension of a balcony (both width and depth) shall be seven feet. Parking areas, driveways, and required front setback areas shall not count as private usable open space.

(7) Fences and Walls. Fences and walls shall be permitted in small lot subdivisions in accordance with Section 17.14.180 (Fences and Walls) of this chapter and subject to the following regulations:

a. Within the front yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to three and one-half feet.

b. Within the side and rear yard setback areas along the perimeter of the proposed subdivision, the height shall be limited to six feet, except that where the perimeter abuts a major arterial street or a commercial zoned property the height shall be limited to eight feet.

(8) Parking. Parking requirements and parking design shall comply with the following regulations and Chapter 17.34 (Off-Street Parking and Loading) of this title for small lot subdivisions. Where there is a conflict with Chapter 17.34, the requirements of this section shall apply.

a. The number of off-street parking spaces shall be consistent with the ratios for small lot subdivisions in Table 17.34.060.A of this title.

b. Required parking shall be provided on each lot except that guest parking may be provided in an easily accessible common parking area, or on private streets and alleys associated with the small lot subdivision.

c. Required parking spaces on each lot shall be provided within a garage or a carport. Guest parking may be unenclosed.

d. Tandem parking is permitted only for the required parking spaces on each lot and not for guest parking in common parking areas.

(9) Landscaping. Landscaping shall be provided as required by Chapter 16.50 (Landscaping Requirements) of this code.

(10) Stormwater Management. Small lot subdivision developments shall comply with Chapter 7.01 (Water Quality and Stormwater Discharges) of this code and shall require low impact development (LID) practices that result in the infiltration, evapotranspiration, or otherwise natural drainage of stormwater in order to protect water quality.

(11) Trash Enclosures. All small lot subdivision developments shall provide trash (including trash, recycling, and green waste) collection areas adequately and conveniently placed throughout the development. These collection areas shall be screened from view on three sides by a six-foot high masonry wall. A view obscuring gate shall be provided.

(12) Access and Maintenance. An agreement for access and maintenance for all facilities used in common shall be executed to the satisfaction of the City Attorney and shall be recorded in the office of the Orange County Clerk-Recorder prior to the issuance of a certificate of occupancy for the project.

(13) Hazardous Fire Areas and Vegetation Management. Small lot subdivision developments shall be subject to the requirements of the Orange City Fire Department, including the fuel modification requirements outlined in the “Vegetation Management Guideline—Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

17.14.275 – Small Lot Subdivision Guidelines.

Small lot subdivision development shall conform to the City of Orange small lot subdivision guidelines adopted by resolution of the City Council and available at the Community Development Department.

SECTION IV:

The definition of HOUSING DEVELOPMENT in Section 17.15.020 of the Orange Municipal Code, “Zoning – Density Bonus – Definitions,” is hereby amended in its entirety to read as follows:

HOUSING DEVELOPMENT – (1) one or more groups of projects of five or more residential units constructed in a planned development; (2) a subdivision, including a small lot subdivision, or common interest development approved by the City and consisting of five or more residential units or unimproved residential lots; and (3) either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units of five or more.

SECTION V:

Section 17.19.250, “Zoning – Mixed Use Districts – Small Lot Subdivisions,” is hereby added to the Orange Municipal code to read as follows:

17.19.250 – Small Lot Subdivisions.

Small lot subdivision development in the NMU-24 zoning district shall conform to the regulations for small lot subdivisions contained in Section 17.14.270 (Small Lot Subdivision Development Standards) of this title.

SECTION VI:

Section 17.34.060.D, “Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces,” is hereby amended in its entirety to read as follows:

D. Tandem parking, mechanical lifts, or other similar parking solutions may be allowed in multifamily residential developments and in small lot subdivisions in cases where tandem or vertical parking spaces are assigned to the same unit and meet required findings for site plan review. Tandem parking, mechanical lifts, or other similar parking solutions may be approved through a Minor Site Plan Review process described in Section 17.10.060.D of this title. Mechanical lifts and other similar equipment shall be user-friendly, maintained in good operating condition, and enclosed within a structure that is visually compatible with the primary structure(s) on the site.

SECTION VII:

The following use is hereby added to Table 17.34.060.A, “Required Number of Parking Spaces for Residential Uses,” to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Small Lot Subdivision	2 parking spaces per unit, either enclosed or covered (i.e. garage or carport). For units with 4 or more bedrooms, 1 additional space shall be provided on the lot, which may be enclosed or unenclosed. Enclosed or covered parking may be provided in a tandem format.
	A minimum of 0.25 spaces per unit (with a minimum of 2 guest spaces) shall be provided as easily accessible and distinguishable guest parking in addition to the required parking for each unit. Guest parking may be unenclosed.

SECTION VIII:

The action proposed herein is not a project subject to CEQA in accordance with CEQA Section 21065 and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. The Ordinance involves general policy and procedure making that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Such is the case with the Ordinance. No new development is proposed and the regulations for small lot subdivisions would generally allow for infill development, which would not result in a significant impact on the environment. Furthermore, any development applications subject to these provisions will be reviewed for CEQA compliance under a separate entitlement. On a case-by-case review of each project, the appropriate environmental document will be prepared to address any project-specific impacts. Therefore, the Ordinance will not have a significant effect on the environment.

SECTION IX:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION X:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2021, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2021 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. PC 18-21

**A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING CITY COUNCIL APPROVAL OF
SMALL LOT SUBDIVISION GUIDELINES**

APPLICANT: CITY OF ORANGE

Moved by Vice-Chair Vazquez and seconded by Commissioner Martinez that the following resolution be adopted:

WHEREAS, small lot subdivision development provides an alternative housing type to larger scale condominiums and apartments in multi-family residential zones and some mixed use zones, and is particularly well-suited in transitional areas between established neighborhoods developed with single-family homes and other more intensive residential or commercial uses;

WHEREAS, the Small Lot Subdivision Guidelines have been prepared as a companion document to the Small Lot Subdivision Ordinance to articulate City expectations for site layout, building scale, unit orientation, building height, privacy and contextual compatibility for infill residential development with surrounding established neighborhoods;

WHEREAS, the Small Lot Subdivision Guidelines are intended to uphold the goals of introducing new dwellings and a new housing typology that maintains and responds to the existing urban form, achieves high quality urban design, and promotes walkability through infill development;

WHEREAS, the Planning Commission conducted a duly advertised public hearing on July 19, 2021, at which time interested persons had an opportunity to testify either in support of or in opposition to the proposed Small Lot Subdivision Guidelines and recommends approval thereof;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council approve the subject Small Lot Subdivision Guidelines, shown as Attachment 1, attached hereto, based on the following finding:

SECTION 1- FINDING

The Small Lot Subdivision Guidelines are consistent with the goals and policies stated within the City's General Plan Land Use, Housing, and Urban Design Elements by supporting diverse residential environments, contextually compatible infill residential development, and integration of new development with the established urban form.

SECTION 2-ENVIRONMENTAL REVIEW

The proposed Small Lot Subdivision Guidelines are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15305 (Class 5 –

Minor Alterations in Land Use Limitations) because the guidelines simply provide guidance for site planning and building design for infill residential development sites. The guidelines provide parameters for neighborhood compatibility, privacy, and internal cohesiveness of small lot subdivisions. The guidelines will not cause changes to the residential density established in the General Plan for the multi-family and Neighborhood Mixed Use land use districts. They do not involve a specific site or development project, and do not otherwise result in a physical change that could cause an impact to the environment.

I hereby certify that the Planning Commission of the City of Orange adopts the foregoing resolution on July 19, 2021, by the following vote:

AYES: Simpson, Vazquez, Glasgow, and Martinez

NOES: None

ABSTAIN: None

ABSENT: None



Dave Simpson, Planning Commission Chair

8-24-21

Date



Agenda Item

Planning Commission

Item #: 7.2.

7/19/2021

File #: 21-0384

TO: Chair and Members of the Planning Commission

FROM: Anna Pehoushek, Assistant Community Development Director

1. SUBJECT

Public Hearing: An ordinance amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions in multi-family residential zones.

2. SUMMARY

The City of Orange has prepared a Small Lot Subdivision Ordinance and associated guidelines to provide more flexible development standards and streamlined procedures for the development of single-family residential housing units on infill sites.

3. RECOMMENDED ACTION

Adopt Planning Commission Resolution No. 17-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending City Council approval of an ordinance of the City Council of the City of Orange amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions.

Adopt Planning Commission Resolution No. 18-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending City Council approval of Small Lot Subdivision Guidelines.

4. AUTHORIZING GUIDELINES

Orange Municipal Code (OMC) Section 17.10.020 requires City Council approval of amendments to the Zoning Ordinance, but also establishes procedures by which the Planning Commission reviews and makes a recommendation to the City Council on amendments to the Zoning Ordinance.

5. PROJECT BACKGROUND

With growing frequency, the Planning Division is receiving inquiries about site redevelopment involving compact arrangements of detached, for sale, single-family housing units. The sites involved in these inquiries are typically properties that have been developed with non-residential uses that have become obsolete. Despite the development conditions, in most cases, the zoning for the sites is multi-family residential. Real estate market forces and geographic location leave them most suitable for residential redevelopment. The desired small lot development format and single-family product type are not easily accommodated by the development standards in the Zoning Ordinance. The purpose of the subject ordinance is to provide development standards to accommodate compact

single-family neighborhood formats and to streamline the entitlement process for projects on small parcels.

Public Outreach

Staff and the City's consultant conducted stakeholder meetings with representatives of the development community who have expressed interest in, or brought forward, similar projects in the community that could have taken advantage of a more streamlined process, and also the broader range of residential developers that are active in the City. Meeting discussions focused on the developer's entitlement process experience in Orange, and the challenges presented by existing zoning standards. Staff also asked them to share their experiences in other cities developing smaller infill sites and what they found to be useful in the way of development standards in those situations. This input and sharing of lessons learned have been an important aspect of informing the ordinance work effort.

The draft Small Lot Subdivision Ordinance and Design Guidelines were crafted to facilitate development, and provide pragmatic and context sensitive standards.

6. PROJECT DESCRIPTION

The Small Lot Subdivision Ordinance (Attachment 1) amends Title 16 and Title 17 of the Orange Municipal Code and includes the following key features:

- Applies to properties located in Multi-Family Residential zones (R-3 and R-4) and the Neighborhood Mixed Use-24 zone (NMU-24) where the underlying General Plan land use designations are intended to accommodate multi-family residential development.
- Streamlines the entitlement process to authorize Planning Commission approval of tentative tract maps (five or more lots) rather than City Council approval for projects that do not require preparation of an EIR.
- Provides development standards to accommodate small lot homes for infill developments related to:
 - Building setbacks
 - Building height
 - Lot coverage
 - Open space requirements
 - Manner in which parking is provided
 - Wall height

A comparison of existing and proposed development standard highlights include the following:

	Existing Code	Proposed Ordinance
Minimum Lot Area	7,000 sq. ft. Interior 8,000 sq. ft. Corner	n/a

Minimum Lot Frontage	R-3 Zone: 70 ft. Interior 80 ft. Corner R-4 Zone: 60 ft. Interior 70 ft. Corner	25 ft.
Minimum Lot Depth	R-3 Zone: 100 ft. R-4 Zone: n/a	50 ft.
Minimum Lot Coverage	R-3 Zone: 45% 2-story 55% 1-story R-4 Zone: 60%	n/a
Maximum Height	R-3 Zone: 32 ft. or 2 stories, whichever is less R-4 Zone: 32 ft. or 2 stories, whichever is less NMU-24 45 ft. or 3 stories	R-3 Zone: 35 ft. or 3 stories R-4 Zone: 45 ft. or 3 stories NMU-24 45 ft. or 3 stories

Maximum Lot Coverage		
	R-3 Zone: 45% 2-story 55% 1-story R-4 Zone: 60% NMU-24: No limit (up to 100%)	75% of an approved small lot
Minimum Open Space	R-3 Zone: 250 sq. ft./unit ¹ R-4 Zone: 150 sq. ft./unit ¹ NMU-24: 150 sq. ft./unit ^{1, 2}	150 sq. ft./unit private open space. No common open space required.
Perimeter Setbacks		
Front	R-3 Zone: 15 ft. min. R-4 Zone: 10 ft. min. NMU-24: 10 ft. max.	Applies to the front perimeter lot line of the overall subdivision site, not individual lots within the subdivision R-3 Zone: 15ft. min. R-4 Zone: 10ft. min. NMU-24: 10 ft. max.
Side	R-3 Zone: 5 ft. min. R-4 Zone: 0 min. NMU-24: 0	Applies to the side perimeter lot line of the overall subdivision site, not individual lots within the subdivision 5 ft. min. 10 ft. min. street side yard for corner and reverse corner lots
Rear	R-3 Zone: 10 min. R-4 Zone: 10 min. NMU-24: 0	Applies to the rear perimeter lot line of the overall subdivision site, not individual lots within the subdivision 10 ft. min. 5 ft. min. where the rear lot line abuts an alley

Interior Setbacks See "Side Setbacks" above No front, side, or rear yard shall be required between interior lot lines created within an approved small lot subdivision		
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¹ Each unit shall be provided with at least one area of private usable open space accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck or balcony. In order to count toward the open space requirement, a yard area, or uncovered deck or patio shall have a minimum width and length of ten feet, and the minimum dimension of a balcony (both width and depth) shall be seven feet. In the R-3 and R-4 districts all such private open space may be counted up to a total of one-third of the required usable open space.

² A minimum of fifteen (15) percent of the total floor area of the dwelling units shall be provided as private and/or common open space. Up to twenty-five (25) percent of the total open space requirement may be met by counting any private exterior open space areas (patios and balconies) provided within the project.

The Ordinance does not apply to Single-Family (R-1) or Duplex (R-2) zones because the higher density development typically associated with the small lot development format cannot be accommodated in the lower density R-1 and R-2 zones. Similarly, the Ordinance does not apply to commercial zones because a concentrated single-family neighborhood would not be a contextually appropriate development format along the major commercial corridors of Orange.

Small Lot Subdivision Design Guidelines

The Small Lot Subdivision Design Guidelines (Attachment 3) are intended to guide the site layout and building design in order to ensure that the new small lot subdivisions are compatible with existing adjacent neighborhoods. Key content that is intended to address contextual compatibility includes:

- Scale and massing
- Building orientation
- Building articulation
- Roof forms
- Stepped upper stories
- Access and connectivity to established neighborhood

7. ANALYSIS AND STATEMENT OF THE ISSUES

Issue 1: Alternative Development Standards

Infill single-family residential development projects that have come before the City in recent years have been subject to the multi-family residential development standards of the Zoning Ordinance dating from the early 1990s that were intended to be applied to walk-up garden style apartment and condominium projects. Therefore, development standards are oriented to large areas of shared common open space, private patio and balcony areas, and specified types of complex amenities (e.g., tot lots, pools, tennis court, clubhouse). Similarly, building setbacks and parking standards are crafted to address a development format where a complex has an internal and insular orientation, and parking is provided in a more communal format.

Consequently, when new infill projects have come to Planning staff with units laid out in a more traditional neighborhood format with individual “single-family” residences oriented to a private street, the code does not provide options for accommodating them. Instead, the only option available to developers is to develop the site as a single-family condominium product, and to prepare of a specific plan with development standards tailored to that product type. Staff and the applicants work together to ensure that specific plan development standards facilitate integration with existing surrounding neighborhoods and other neighborhood-serving services and amenities in the area such as parks, schools, and the existing City sidewalk network.

The development standards contained in the proposed ordinance are intended to eliminate the need

for a specific plan. Specifically, the standards eliminate a minimum lot size, allow options for classification of front, side and rear property lines, allow for a higher percentage of lot coverage than typical multi-family zoning, and differentiate between setbacks for the overall perimeter of the development site and building setbacks for units contained within the development itself.

Density

While the development standards accommodate a more compact single-family neighborhood format, they do not allow a higher density of units than is already provided for by the underlying Medium Density Residential and Neighborhood Mixed Use General Plan designations (24 dwelling units/acre max.). With the proposed development standards, the density can be arranged for a compatible interface with surrounding development.

Parking

Parking requirements under the proposed ordinance would be consistent with the number of spaces required in single-family zones; however, flexibility is provided in the form of allowing for tandem parking. Additionally, parking may be provided in either an enclosed garage or carport on the residential lot, as opposed to the City's standard single-family residential parking requirement needing to be entirely met in an enclosed garage. Additionally, the proposed ordinance requires 0.25 spaces of guest parking per unit, whereas guest parking is not required for homes in typical single-family zoning districts in Orange.

Issue 2: Streamlined Entitlement Process

As noted above, the present entitlement process for small lot development is cumbersome, requiring a Zone Change and preparation of a specific plan to establish alternative development standards, along with an environmental document. This process typically takes 18-24 months and culminates with City Council approval. Examples include the MBK Irving House on Orange Olive Road and adjacent Cohen Residential project on Grove Avenue.

The proposed development standards contained in the ordinance have been crafted to eliminate the need for a specific plan to accommodate small lot subdivisions. Projects that can be designed within the parameters of the new ordinance will typically be exempt from environmental review based on the Infill Development Exemption (Class 32) afforded by the California Environmental Quality Act Guidelines. This exemption applies to projects on sites five acres or less in size that are served by public services and utilities that comply with the General Plan and Zoning Ordinance.

Another area of streamlining resulting from the ordinance is the change in approval body from the City Council to the Planning Commission for projects involving tentative tract maps (subdivision of five or more parcels). Given the nature of development associated with a small lot subdivision, projects would continue to undergo design review and major site plan review in accordance with Chapter 17.10 of the Zoning Ordinance. Planning Commission review and approval of the subdivision maps, concurrently with Major Site Plan and Design Review, will reduce processing time and cost.

Issue 3: Small Lot Subdivision Guidelines

Small Lot Subdivision Guidelines have been prepared as a companion document to the proposed ordinance to better articulate expectations for site layout, building scale, unit orientation, building heights, privacy, and contextual compatibility. The illustrated guidelines are not intended to be

applied as strict requirements; rather, their stated goals are to:

- Ensure that new small lot subdivisions fit into the existing neighborhood context.
- Introduce new dwellings and a new housing typology that maintains and responds to the existing urban form.
- Promote walkable urbanism through infill development.
- Achieve high quality new urban design.

The guidelines provide a framework for informing site planning and building design, and supporting a neighborhood and housing product type that is appropriate for the Orange community.

8. PUBLIC NOTICE

Because of the citywide nature of the ordinance, the City published a one-eighth page notice in the Anaheim Bulletin newspaper on July 8, 2021.

9. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed ordinance and guidelines are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15305 (Class 5 - Minor Alterations in Land Use Limitations) because the ordinance simply provides greater flexibility in site planning and building design and a streamlined entitlement process for infill residential development sites. The guidelines provide parameters for neighborhood compatibility, privacy, and internal cohesiveness of small lot subdivisions. Neither the ordinance nor the guidelines cause changes to the residential density established in the General Plan for the multi-family and Neighborhood Mixed Use land use districts. They do not involve a specific site or development project, and do not otherwise result in a physical change that could cause an impact to the environment.

10. ADVISORY BOARD ACTION

Staff Review Committee:

The Staff Review Committee provided input on the ordinance and guidelines through a series of inter-departmental meetings with Planning staff and the City's consultant.

11. ATTACHMENTS

- Attachment 1 Planning Commission Resolution No. PC 17-21 (including draft Ordinance)
- Attachment 2 Redlined Ordinance
- Attachment 3 Planning Commission Resolution no. PC 17-21 (including draft Small Lot Subdivision Guidelines)

MINUTES - FINAL

City of Orange

Planning Commission

July 19, 2021

1. OPENING

The Planning Commission of the City of Orange, California convened on July 19, 2021 at 7:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1.1 CALL TO ORDER

Chair Simpson called the meeting to order at 7:00 p.m.

1.2 PLEDGE OF ALLEGIANCE

Commissioner Glasgow led the flag salute.

1.3 ROLL CALL

Present: Simpson, Vazquez, Glasgow, and Martinez

Absent: None

2. PUBLIC COMMENTS

None

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine by the Planning Commission and will be enacted by one motion. There will be no separate discussion of said items unless members of the Planning Commission, staff or the public request specific items removed from the Consent Calendar for separate action.

3.1. Approval of meeting minutes of the Planning Commission of the City of Orange for the May 17, 2021 and June 7, 2021 Regular Meetings.

Commissioners requested clarification of item 3.1 in the May 17 minutes to indicate conformance of the Capital Improvement Program with the General Plan.

ACTION: Minutes approved as amended.

A motion was made by Commissioner Glasgow, seconded by Commissioner Martinez, to approve the Consent Calendar.

The motion carried by the following vote:

Ayes: Simpson, Vazquez, Glasgow, and Martinez

Noes: None

Absent: None

4. ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR REPORTS

Staff announced an upcoming public workshop for the North Tustin Street Specific Plan.

5. COMMISSION BUSINESS

None

6. CONTINUED HEARINGS

None

7. NEW HEARINGS**7.1. Public Hearing: An ordinance amending procedures for noticing and posting requirements.**

The Commission discussed the following:

- Noticing cost to applicants
- Newspaper readership and published notices
- Staff resources for different methods of notification
- Noticing radius for large projects
- Translation of notices
- Noticing time frames
- Possible expansion of mailing radius
- Size of posted notices

Chair Simpson opened the public hearing.

The following spoke in general favor of this item, but with additional suggestions to the Commission:

- Adrienne Gladson
- Jeff Lawrence

Chair Simpson closed the public hearing.

A motion was made by Commissioner Glasgow, seconded by Commissioner Martinez, to adopt amended Planning Commission Resolution No. 19-21 with added requirement to broaden the noticing range from 300 feet to 400 feet. Resolution No. 19-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending that the City Council adopt an ordinance amending Title 17 of the Orange Municipal Code (Zoning) to update noticing and posting requirements.

The motion carried by the following vote:

Ayes: Simpson, Vazquez, Glasgow, and Martinez
Noes: None
Absent: None

7.2. Public Hearing: Comprehensive Citywide Parking Code Update and Related Administrative Revisions

The Commission discussed the following:

- Content of consultant report
- Stakeholder outreach
- Implications on historic downtown
- Medical office rates
- Restaurant parking rates
- Loading zone dimensions

Chair Simpson opened the public hearing.

The following spoke in opposition to the update:

- Adrienne Gladson

Chair Simpson closed the public hearing.

A motion was made by Commissioner Glasgow, seconded by Commissioner Martinez, to adopt Planning Commission Resolution No. PC 16-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending that the City Council adopt an ordinance amending Title 17 of the Orange Municipal Code (Zoning Code) to add definitions, update code references, and amend Chapter 17.34 relating to off-street parking and loading.

The Motion carried by the following vote:

Ayes: Simpson, Vazquez, Glasgow, and Martinez

Noes: None

Absent: None

7.3. Public Hearing: An ordinance amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions in multi-family residential zones.

The Commission discussed the following:

- Experiences of other cities with similar ordinances
- Setbacks and lot coverage
- Approvals and appeal process
- Affected zones
- Opportunity to accommodate housing for families and homeownership

Chair Simpson opened the public hearing.

Perry Banner, Principal Planner of Noble Planning Group, spoke on behalf of the project.

Chair Simpson closed the public hearing.

A motion was made by Vice Chair Vazquez, seconded by Commissioner Glasgow, to adopt Planning Commission Resolution No. 17-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending City Council approval of an ordinance of the City Council of the City of Orange amending Titles 16 and 17 of the Orange Municipal Code to establish development standards and streamlined subdivision and entitlement procedures for small lot subdivisions.

The motion carried by the following vote:

Ayes: Simpson, Vazquez, Glasgow, and Martinez

Noes: None

Absent: None

A motion was made by Vice Chair Vazquez, seconded by Commissioner Martinez, to adopt Planning Commission Resolution No. 18-21 entitled:

A Resolution of the Planning Commission of the City of Orange recommending City Council approval of Small Lot Subdivision Guidelines.

The motion carried by the following vote:

Ayes: Simpson, Vazquez, Glasgow, and Martinez

Noes: None

Absent: None

8. ADJOURNMENT

There being no further business, the meeting adjourned at 8:45 p.m.

The next Regular Planning Commission Meeting will be held on Monday, August 2, 2021 at 7:00 p.m., in the Council Chamber.

Anna Pehoushek

Assistant Community Development Director