



Agenda

City Council / Planning Commission / Successor Agency to the Fountain Valley Agency for Community Development / Fountain Valley Housing Authority

Closed Session 3:30 PM

Study Session 4:30 PM

Regular Meeting 6:00 PM

Tuesday, September 1, 2026

Council Chambers

10200 Slater Avenue

Fountain Valley, CA 92708

<http://www.fountainvalley.org>

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

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

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

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

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City

Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

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

ZOOM LINK INFORMATION

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

Topic: City Council Meeting

Time: Sep 1, 2026 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://fountainvalley.zoom.us/j/85191270531?pwd=TusMN5NK2ZgrQSjy9mQ1cTHgGdjTlm.1>

Meeting chat link

<https://fountainvalley.zoom.us/jc/85191270531>

Meeting ID: 851 9127 0531

Passcode: 667849

YouTube Information

The City Council meeting is streamed live via YouTube, you can access the live City Council meeting by clicking on this link to access the broadcast on Youtube:

<https://www.youtube.com/@CityofFV>.

CLOSED SESSION

- **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 Potential Case - HCD Letter re Group Homes Ordinance)
- **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: 17565 Los Alamos St, Fountain Valley, CA 92708
Agency negotiator: City Manager, Deputy City Manager-Community Services Director, Finance Director, Attorney for the City
Negotiating parties: Fountain Valley and Boys and Girls Club
Under negotiation: Price and terms of payment

Call to Order

Public Comments (Closed Session matters only)

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

STUDY SESSION

- Police Department Recruitment and Retention — Presentation by Mike Parsons, Police Lieutenant
- Fountain Valley Sister/Friendship City Association - Presentation by Rob Frizzelle, Deputy City Manager / Community Services Director
- Little Saigon Recommended Design Guidelines - Presentation by Omar Dadabhoy, Deputy City Manager / Community Development Director

Call to Order

Public Comments (Study Session matters only)

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

OPEN SESSION

Call to Order

Invocation - Pastor Kene Panas

Salute to the Flag - Council Member Ted Bui

City Council / Successor Agency / Housing Authority Roll Call

Council Members: Bui, Constantine, Grandis, Vice Mayor / Vice Chair Harper, Mayor/Chair Cunneen

Announcement of Supplemental Communications

City Manager / Mayor Update

Council Member Items for Future Consideration

First Public Comments (Unscheduled Matters only)

The Unscheduled Matters Public Comments portion will last 15 Minutes at the beginning of the meeting. Any requests to speak on unscheduled matters after the initial 15 minutes, will be heard at the end of the meeting, unless the Mayor approves an extension of this time. If an individual speaks during the First unscheduled matters time period, they do not get to speak at the end of the meeting as well. Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker card and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

Public Comments (Scheduled Matters Only)

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

Consent Calendar

Consent Calendar Items will be approved simultaneously with one motion unless separate action and/or discussion is requested.

1. Approval of the Municipal Water District of Orange County Water Conservation Participation Agreement CON-15-39 (1202) FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program in the amount of \$19,918.42

Staff is requesting City Council approval of Alternative No. 1 to approve the Municipal Water District of Orange County Water Conservation Participation Agreement CON-15-39 (1202) FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program in the amount of \$19,918.42.

2. Approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services, and Facility Services Products to extend the contract term one (1) year

Staff is requesting City Council approval of Alternative No. 1 to approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services, and Facility Services Products to extend the contract term one (1) year.

3. Approve the Register of Demands for the period of 8/6/2026 to 8/19/2026

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 8/6/2026 and 8/19/2026 for a total of \$3,810,836.18.

4. Receive and File the Draft Minutes of the August 18, 2026 Regular City Council Meeting

Receive and file

5. Approve Amendment No. 1 to CON-1651 with Baker Tilly Advisory Group to extend the contract through September 30, 2026, and add \$2,650 to allow for Baker Tilly Advisory Group to present their findings to City Council

Public Hearings

Each person will have up to 3 minutes to speak on each Public Hearing.

6. Introduction and First Read of an Ordinance Revising Fountain Valley Municipal Code Chapters 2.36 and 2.38, and Repealing Resolution No. 9900 - Presentation by Robin Harnish, Acting Finance Director

Approve the revisions to Chapters 2.36 and 2.38 of the Fountain Valley Municipal Code, and repeal Resolution No. 9900.

Public Comments (Unscheduled matters only)

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

General Comments

Adjourn

The next Regular Meeting of the Fountain Valley City Council is September 15, 2026 at 6:00 PM., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.



City of Fountain Valley Memorandum

TO: Honorable Mayor and City Council

FROM: Craig Heredia, Chief of Police
Tania Knauerhaze, Human Resources Director

DATE: August 27, 2026

SUBJECT: Recruitment and Retention – Police Department

At a recent City Council meeting, the Fountain Valley Police Department (FVPD) was directed to provide an assessment of its staffing levels and to outline the recruitment and retention efforts underway to fill all vacant positions.

There are 64 authorized full-time positions for sworn personnel (all ranks), and the current staffing level is 56, leaving 8 vacant positions in the sworn category. There are 22 authorized full-time professional staff positions, and the current staffing level is 17, leaving 5 unfilled.

The following chart was prepared by Sergeant Bill Hughes, Personnel and Training Supervisor, as of August 27, 2026.

<u>FVPD Full-Time Staffing</u>	<u>Filled</u>		<u>Authorized</u>
Police Officer (All Ranks)	56	of	64
Dispatcher	7	of	9
Administrative Staff	2	of	2
Support Services Manager	1	of	1
Supervisor Services Supervisor	0	of	1
Records Staff	2	of	4
Community Services Officer	3	of	3
ID Technician	1	of	1
Crime Analyst	1	of	1

It is important to note that the Fountain Valley Police Department has two (2) committed employees who focus on recruitment and the hiring process, in partnership with Human Resources (HR) personnel. Sergeant Bill Hughes, Personnel and Training, and Corporal Anthony Clements, Background Investigator, have been dedicated as primary points of contact to expedite the overall testing and hiring process.

In years past, FVPD contracted investigative services for the critical background portion of the process, and the background investigation and hiring process took an average of six (6) months to complete. Due to the realignment of personnel and the dedication of Sergeant Hughes and Corporal Clements, the entire hiring process now takes an average of three (3) months. Additionally, Human Resources suggested and facilitated a change to the documentation and tracking process associated with background investigations. As such, FVPD now uses *the electronic Statement of Personal History (eSOPH)*, a *web-based platform designed to improve efficiency* and enhance timely communication. Switching to eSOPH has been described as a “game changer” by those using the digital platform.

The fantastic partnership between FVPD and HR includes weekly meetings to discuss recruitment and retention, and it has proven to expedite hiring and improve the onboarding process. In fact, HR proactively schedules *ride-alongs* for potential Police Officer candidates and *sit-alongs* for potential Dispatch candidates. The recruitment process can now be described as a concierge service with customized care and communication being provided to each applicant. The job market is incredibly competitive, and the improvements made to the hiring process have been deemed largely successful.

FVPD’s recruitment efforts include using social media (Instagram and Facebook) to highlight the Department and show what we are doing to serve the Fountain Valley community, as well as sharing employment announcements with potential candidates. The Department also utilizes online advertisements through an established partnership with Legalupdates.com (<https://www.legalupdates.com/classifieds>), where current job opportunities are posted. Candidates are subsequently directed to the City’s website, where they can begin the application process.

FVPD and HR personnel have planned and staffed several recruitment booths at recent events to bolster outreach and further recruitment efforts. These booths were set up at the Fountain Valley Recreation Center during the National Night Out and Concerts in the Park events. The booths were staffed by HR professionals, Police Officers, Dispatchers, and other FVPD members, and countless contacts were made with potential candidates.

Also, in March 2026, there was a booth set up at the *Hotrods n’ Heroes* event in Huntington Beach, and FVPD won an award for the best police recruitment booth. Employment opportunities have also been advertised on the I-405 Billboard near Mike Thompson’s RV business. The citywide recruitment video was completed in June 2026, and a plan is in place to produce a dedicated FVPD video early next year.

The recruitment efforts for police officers are working, and there is a plan to reach full staffing by the 2027 calendar year. There were 52 sworn officers at the beginning of this year, and we now have 56 after four (4) recruits recently graduated from the Golden West Police Academy. Interestingly, FVPD’s standard practice over the years has been to only send two (2) recruits to the police academy at a time, regardless of the number of vacancies. FVPD has increased the number of recruits it is willing to send to a police academy, and we will seek to enroll as many qualified candidates as we can to fill these critical vacancies.

We have two (2) recruits in the Orange County Sheriff's Academy as of this month. We are processing two (2) additional recruits to begin the Orange County Sheriff's Academy in October 2026, and our current goal is to recruit and hire the balance by the end of the year so they can attend the next Golden West Police Academy in January 2027.

FVPD and HR are moving with a sense of urgency not only to staff the vacant police officer positions, but also to hire Dispatchers and Records Clerks. We have received applications, held interviews, and will make new employee selections in the very near future.

Lastly, it is a privilege to report that we are having tremendous success with "growing our own" law enforcement professionals. We have an active and growing Police Explorer program with many of its members planning to join FVPD in the future as Cadets, Police Services Officers, and eventually as Police Officers. Moreover, we recently hired and are sending two (2) of our part-time Police Services Officers to the Orange County Sheriff's Academy. They will be sworn in as new Police Officers upon successful completion of the academy in March 2027.



City of Fountain Valley Memorandum

TO: Honorable Mayor and City Council

FROM: Rob Frizzelle, Community Services Director/Deputy City Manager

DATE: August 26, 2026

SUBJECT: Study Session Memo – Fountain Valley Sister/Friendship City Association

EXECUTIVE SUMMARY:

At the May 19, 2026, Fountain Valley City Council meeting, staff received directions to create a Fountain Valley Sister/Friendship City Association (FVSFCA). Staff have worked in conjunction with the Sister City Advisory Committee and the Attorney for the City on the creation of a Memorandum of Understanding (MOU) and to facilitate the formation of the FVSFCA through either a standalone nonprofit (bylaws) or through an existing nonprofit as a Doing Business As (DBA) program guidelines. The Attorney for the City also created a draft Sister/Friendship program policy and Friendship City agreement for your review.

The Fountain Valley Community Foundation, on August 20, 2026, voted to approve the FVSFCA as a DBA under their nonprofit.

Additionally, staff will present information on a proposed visit to Japan (Hekinan, Sakura, and Fukushima) tentatively scheduled for November 18 - 25, 2026.

DISCUSSION:

For the creation of the Fountain Valley Sister/Friendship City Association (FVSFCA), staff recommend one of the two options listed below;

1. Create the FVSFCA as a DBA under the umbrella of a currently registered Fountain Valley nonprofit. The Fountain Valley Community Foundation, on August 20, 2026, voted to approve the FVSFCA as a DBA under their nonprofit. Under this format, the City would enter an MOU with the FVCF to legally establish the relationship between the two (2) organizations. The FVCF would adopt the proposed program guidelines to govern the operations of the FVSFCA. This was originally proposed by the Sister City Advisory Committee, but there was no commitment or approval by the FVCF yet.
2. Create the FVSFCA as an independent nonprofit. This would require additional support from local nonprofits during the IRS submission for nonprofit status. Under this format, the City would enter an MOU with the FVSFCA to legally establish the relationship between the two (2) organizations. The FVSFCA would adopt the proposed bylaws to govern the operations of the organization.

The Attorney for the City recommends the creation of the FVSFCA through a DBA with the FVCF for the following reasons;

1. Running the Sister/Friendship City Program as a dba and separate program under the FVCF allows the program to create its own identity, have a separate advisory committee, conduct fundraising, exchanges, and operate under an independent MOU with the City, while using FVCF's existing administrative infrastructure.
2. Running the Sister/Friendship City Program as a dba of the FVCF avoids duplicating somewhat complex corporate governance, tax and regulatory filings, accounting system, bank accounts, insurance, and other administrative requirements.
3. Running the Sister/Friendship City Program under the FVCF would still allow for independent fiscal operations and budgeting as donations and event revenues can be separately tracked and would be dedicated to Sister/Friendship City purposes.
4. Running the Sister/Friendship City Program as a dba of the FVCF allows the Program's Advisory Committee to focus on the program's mission of exchanges, fundraising, and community participation, while the FVCF Board spends the time necessary to maintain responsibility for the administrative work of the nonprofit's corporate responsibilities.
5. City Council would continue to retain authority over the establishment or modification of any official Sister City or Friendship City relationship, and the City's relationship with the Program would be governed through the MOU with FVCF.

Overall, using FVCF as the fiscal and organizational home for the Program accomplishes the objections of the Sister/Friendship City program with less duplication and lower administrative cost than establishing a separate nonprofit.

Proposed Sister City Advisory Committee Delegation trip to Japan from November 18-25, 2026. Staff recommend state-of-the-city funds designated for the sister city program with the Fountain Valley Kiwanis Club Foundation which will cover airfare, lodging, and transportation, with a total of \$ 2,500-\$ 3,000 per representative. Travelers will be responsible for their own food and dining. Proposed representatives based on interests are:

Kiwanis: Steve Nagel or Debbie Killey

Fountain Valley Community Foundation: Barbara Montz or Mary Ellen Pascucci

Education institution: Tam Nguyen, CSUF

Interpreter: Fumio Maruyama (referred to by Rev. James Pike with mission work in Fukushima, Japan and included in the Sister City Advisory Committee)

Potential consideration for David Kanno to connect with the city of Fukushima

Total cost = up to \$15,000

Additionally, staff recommend three (3) members from the City of Fountain Valley join the Sister City Advisory Committee on the trip (City Manager and two (2) City Council Members).

Total cost = up to \$9,000 (to be paid out of the city budget)

Here is the tentative itinerary:

November 18 – Travel from LAX and arrive in Haneda, Japan on November 19 and stay in Tokyo as central point

November 20 – Visit Fukushima and/or Yakult USA

November 20 - Dinner with Sakura City Mayor in Tokyo

November 21 – Potential visit Kiwanis/Rotary International in or near Tokyo

November 21 - Dinner with Hekinan City Mayor

November 22 - Free day and/or visit Kichijoji/Musashino City-Tokyo

November 23 – Visit and tour Hekinan City

November 24 – Visit and tour Sakura City

November 25 – Travel from Haneda Airport and Return to LAX on November 25

RECOMMENDATION:

Staff recommends the creation of the FVSFCA as a DBA through the Fountain Valley Community Foundation and approval of the proposed Sister City Advisory Committee Delegation trip to Japan from November 18-25, 2026, with two (2) City Councilmembers

ATTACHMENTS:

1. Draft FVCF Sister Friendship MOU
2. Draft FVCF Sister Friendship Program Guidelines
3. Draft FVSCA MOU
4. Draft FVSCA Bylaws
5. Draft Friendship City Policy
6. Draft Friendship City Agreement
7. Draft Sister City Advisory Committee Trip to Japan Nov 18-25, 2026

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FOUNTAIN VALLEY AND
THE FOUNTAIN VALLEY COMMUNITY FOUNDATION
REGARDING THE FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY PROGRAM**

This Memorandum of Understanding ("MOU") is entered into as of _____, 2026 ("Effective Date"), by and between the City of Fountain Valley, a California municipal corporation ("CITY"), and the Fountain Valley Community Foundation, a California nonprofit public benefit corporation ("FOUNDATION"). CITY and FOUNDATION may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. FOUNDATION is a nonprofit public benefit corporation organized and operated for charitable and community purposes benefiting the Fountain Valley community.

B. FOUNDATION has established the Fountain Valley Sister/Friendship City Program ("Program") as a charitable program of FOUNDATION and has adopted Program Guidelines governing its operation. The Program may operate under an approved fictitious business name.

C. The Program is not a separate corporation or legal entity. FOUNDATION retains ultimate corporate and fiduciary authority over the Program, including control over Program funds, contracts, financial administration, and activities.

D. CITY and FOUNDATION are committed to promoting international communication, economic and educational opportunities, understanding, and friendship between the people of Fountain Valley and the people of its sister and friendship cities, consistent with the mission of Sister Cities International to promote peace through mutual respect, understanding, and cooperation.

E. Program activities may include cultural and youth sports exchanges, educational and economic development exchanges, student and teacher exchanges, scholarships, host-family programs, business and professional exchanges, fundraising, and related community activities.

F. The City Council retains authority to establish, approve, modify, or terminate official sister city and friendship city relationships on behalf of CITY. FOUNDATION and the Program may identify and recommend potential relationships for consideration by CITY.

G. As part of the Parties' collaboration, CITY and FOUNDATION desire to continue the existing fundraising arrangement supporting the Program, including the contribution of surplus revenues from the City's State of the City event and revenues designated by CITY from annual City festivals, including Summerfest.

H. The Parties desire to establish their respective responsibilities concerning operation of the Program and their collaboration in furtherance of its purposes.

NOW, THEREFORE, CITY and FOUNDATION agree as follows:

1. TERM AND TERMINATION

1.1 Term. This MOU shall commence on the Effective Date and shall remain in effect unless terminated in accordance with this Section.

1.2 Termination. Either Party may terminate this MOU upon one hundred eighty (180) calendar days' written notice to the other Party.

1.3 Effect of Termination. Upon termination, FOUNDATION shall remain responsible for the proper disposition of Program funds in accordance with applicable donor restrictions, charitable-use requirements, FOUNDATION's governing documents, and applicable law.

Any unspent funds provided directly by CITY for a specified Program purpose shall be returned to CITY upon termination unless the Parties agree otherwise in writing.

2. RESPONSIBILITIES OF FOUNDATION

2.1 Administration of Program. FOUNDATION shall operate and administer the Program in accordance with FOUNDATION's Articles of Incorporation, Bylaws, policies and procedures, tax-exempt purposes, the Program Guidelines, and this MOU.

2.2 Program Committee. FOUNDATION may establish a Sister/Friendship City Program Advisory Committee to assist with planning Program activities, developing recommendations, recruiting volunteers, and making recommendations concerning Program expenditures and activities.

The Program Committee shall be advisory to FOUNDATION and shall have no independent corporate, fiduciary, contracting, or financial authority.

2.3 Donations and Revenues

FOUNDATION may accept public and private donations, sponsorships, grants, event revenues, and other funds designated for the Program, consistent with FOUNDATION's charitable purposes and applicable law.

All Program funds shall be received, held, deposited, and administered by FOUNDATION and shall remain subject to FOUNDATION's financial controls.

2.4 Program Accounting

FOUNDATION shall maintain a separate fund, class, account, or other internal accounting designation sufficient to identify Program revenues, expenditures, and available balances within FOUNDATION's financial records.

2.5 Use of Program Funds

Program funds shall be used only for Program purposes and in accordance with applicable donor restrictions, FOUNDATION policies, approved budgets, the Program Guidelines, and this MOU.

Unless otherwise agreed by the Parties and approved by the FOUNDATION Board, at least seventy-five percent (75%) of annual net Program revenues shall remain in the Program-designated reserve for future Program activities, and no more than twenty-five percent (25%) may be used for reasonable Program administrative and overhead expenses.

2.6 Financial Reporting

FOUNDATION shall provide CITY with an annual accounting of Program revenues, expenditures, and fund balance within sixty (60) days following the end of FOUNDATION's fiscal year.

FOUNDATION shall also provide CITY reasonable access to Program-specific financial reports upon request.

2.7 Program Activities

FOUNDATION shall be responsible for organizing and administering Program activities, including recruitment and coordination of Program volunteers and participants.

FOUNDATION shall coordinate with CITY concerning Program activities involving official foreign delegations, CITY officials or employees, CITY facilities or resources, or use of CITY's name, seal, or logo.

2.8 No Authority to Bind CITY

Neither FOUNDATION, the Program, the Program Committee, nor Program volunteers or participants shall have authority to bind CITY, incur obligations on behalf of CITY, or represent that they are authorized to act or speak on behalf of CITY except as expressly authorized by CITY.

2.9 Coordination with Governmental Agencies

FOUNDATION and the Program shall act in concert with CITY and, as appropriate, county, state, and federal agencies to ensure that individuals participating in Program activities and exchanges are treated with respect and dignity.

3. RESPONSIBILITIES OF CITY

3.1 City Liaison and Staff Support

The City Manager may designate a CITY employee to serve as liaison to FOUNDATION and the Program and may provide appropriate CITY staff support for Program activities.

The CITY liaison may participate in Program discussions and coordination but shall not, solely by serving as liaison, acquire authority to bind FOUNDATION or incur obligations on behalf of the Program.

3.2 Official Sister and Friendship City Relationships

Only the City Council may establish, approve, modify, or terminate an official sister city or friendship city relationship on behalf of CITY.

FOUNDATION and the Program may recommend potential relationships to CITY for consideration.

3.3 City Facilities

Subject to availability, applicable CITY policies, and any applicable fees or conditions, CITY may permit FOUNDATION to use meeting or event space at CITY facilities for Program meetings, exchanges, and special events.

3.4 City Support

At CITY's discretion and subject to available resources, CITY may provide reasonable administrative support for Program activities, including assistance with coordination, communications, marketing materials, printing, or official exchanges.

Except as otherwise expressly provided in this MOU, nothing in this MOU obligates CITY to appropriate or expend CITY funds for the Program. Any CITY contribution, reimbursement, sponsorship, travel expense, or other expenditure shall be approved in accordance with applicable CITY procedures and law.

3.5 City Seal, Logo, and Name

FOUNDATION and the Program may use the CITY seal, logo, or other CITY marks only with prior authorization from CITY and only for approved Program purposes.

CITY may establish conditions governing such use and may revoke its authorization at any time.

3.6 Program Revenue Support

Subject to applicable law and any required CITY approvals, CITY shall provide to FOUNDATION, for deposit and use solely for the Program:

- (a) one hundred percent (100%) of the net surplus revenues from the City's State of the City event; and
- (b) such revenues from annual City festivals, including Summerfest, as CITY designates for the Program.

All such revenues shall be deposited into the Program-designated fund maintained by FOUNDATION and shall be used in accordance with this MOU and the Program Guidelines.

4. RELATIONSHIP OF THE PARTIES

FOUNDATION is an independent nonprofit corporation and is not an agency, department, subsidiary, partner, joint venturer, or agent of CITY.

The Program is a program of FOUNDATION and is not a separate legal entity or a CITY department, board, commission, or agency.

Nothing in this MOU authorizes either Party to bind or incur an obligation on behalf of the other except as expressly provided in writing.

5. INSURANCE

FOUNDATION shall maintain insurance appropriate to its Program activities and consistent with the insurance maintained by FOUNDATION for comparable programs and activities.

For Program events or activities involving CITY property, facilities, or resources, FOUNDATION shall provide such additional insurance or endorsements, including naming CITY and its officers, officials, employees, and agents as additional insureds, as may reasonably be required by CITY's Risk Manager.

6. INDEMNIFICATION

To the fullest extent permitted by law, FOUNDATION shall indemnify, defend, and hold harmless CITY and its officers, officials, employees, and agents from and against claims, damages, liabilities, losses, costs, or expenses arising from the negligent or wrongful acts or omissions of FOUNDATION, its officers, employees, Program representatives, volunteers, or agents in connection with activities conducted under this MOU, except to the extent caused by the negligence or willful misconduct of CITY.

CITY shall remain responsible for claims arising from the negligent or wrongful acts or omissions of CITY and its officers, officials, employees, and agents.

FOUNDATION may require Program participants and volunteers to execute appropriate waivers, releases, or participation agreements for particular Program activities.

7. COMPLIANCE WITH LAW

Each Party shall comply with all applicable federal, state, and local laws and regulations in performing its obligations under this MOU.

FOUNDATION shall ensure that Program activities are conducted consistently with FOUNDATION's tax-exempt purposes and applicable nonprofit and charitable-use requirements.

8. NOTICES

All formal notices required under this MOU shall be in writing and delivered to:

CITY OF FOUNTAIN VALLEY

Attention: City Manager

10200 Slater Avenue
Fountain Valley, California 92708

FOUNTAIN VALLEY COMMUNITY FOUNDATION

Attention: _____

18627 Brookhurst Street #264
Fountain Valley, California 92708

Either Party may change its notice information by written notice to the other Party.

9. STANDARD PROVISIONS

9.1 Recitals

The Recitals are incorporated into this MOU.

9.2 Governing Law

This MOU shall be governed by the laws of the State of California. Any action arising from this MOU shall be brought in a court of competent jurisdiction in Orange County, California.

9.3 Attorneys' Fees

In any action or proceeding arising out of this MOU, each Party shall bear its own attorneys' fees, costs, and expenses unless otherwise required by law.

9.4 Entire Agreement

This MOU constitutes the entire agreement between the Parties concerning the matters addressed herein and supersedes prior agreements or understandings concerning those matters.

9.5 Modification

No modification of this MOU shall be effective unless in writing and signed by authorized representatives of both Parties.

FOUNDATION may amend its Program Guidelines without amendment of this MOU; provided, however, that no amendment to the Program Guidelines shall modify any right or obligation of CITY under this MOU unless this MOU is separately amended by the Parties.

9.6 Authority

Each person executing this MOU represents that he or she is authorized to execute the MOU on behalf of the Party identified below and to bind that Party to its terms.

9.7 Counterparts and Electronic Signatures

This MOU may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

CITY OF FOUNTAIN VALLEY

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

FOUNTAIN VALLEY COMMUNITY FOUNDATION

By: _____
Name: _____
Title: _____

FOUNTAIN VALLEY COMMUNITY FOUNDATION

SISTER/FRIENDSHIP CITY PROGRAM GUIDELINES

1. PROGRAM STATUS AND NAME

1.1 Establishment. The Fountain Valley Community Foundation ("Foundation") establishes the Fountain Valley Sister/Friendship City Program ("Program") as a charitable program of the Foundation. The Foundation may operate the Program under an approved fictitious business name (DBA).

1.2 No Separate Legal Entity. The Program is not a separate corporation, association, or legal entity. The Foundation retains ultimate corporate and fiduciary authority over the Program. All Program funds and assets are held by the Foundation, and all contracts or other legally binding commitments for the Program must be entered into by the Foundation or an authorized Foundation representative.

1.3 Governing Documents. The Program shall operate subject to the Foundation's Articles of Incorporation, Bylaws, policies and procedures, tax-exempt purposes, these Program Guidelines, and any memorandum of understanding between the Foundation and the City of Fountain Valley ("City").

2. PURPOSE AND MISSION

2.1 Purpose. The Program promotes international communication, economic and educational opportunities, understanding, and friendship between the people of Fountain Valley and the people of its sister and friendship cities.

2.2 Mission. The Program supports the Sister Cities International mission of promoting peace through mutual respect, understanding, and cooperation, one individual and one community at a time.

2.3 Program Activities. Activities may include:

- Cultural exchanges and youth sports exchanges;
- Educational and economic development exchanges;
- Student and teacher exchanges;
- Student scholarships;
- Host-family programs;
- Business, trade, and professional exchanges; and

- Fundraising and community events that support the Program's purposes.

3. RELATIONSHIP WITH THE CITY OF FOUNTAIN VALLEY

3.1 Official City Relationships. The Program may identify and recommend potential sister city and friendship city relationships, but only the City Council may establish, approve, modify, or terminate an official sister city or friendship city relationship on behalf of the City.

3.2 City Authority. The Program and its participants shall not bind the City, incur obligations on behalf of the City, or represent that they are authorized to speak for the City except as expressly authorized by the City.

3.3 City Seal and Logo. The Program may use the City seal, logo, or other City marks only with City authorization and in accordance with the memorandum of understanding and any applicable City policies or conditions of use.

3.4 Coordination. Program activities involving foreign delegations, official City representatives, City facilities, or City resources shall be coordinated with the City through the staff liaison designated by the City Manager.

4. GUIDELINES FOR CONSIDERING A NEW SISTER OR FRIENDSHIP CITY

In evaluating a potential relationship, the Program should consider the following factors. No single factor is controlling, and the City Council retains discretion whether to approve an official relationship:

Comparable Size and Capacity. Whether the communities have reasonably comparable populations, amenities, resources, and capacity to provide reciprocal exchange experiences.

Idea and Professional Exchanges. Whether the communities offer meaningful opportunities to exchange ideas, expertise, best practices, and experiences, including in areas where the communities have complementary strengths.

Geographic or Regional Connections. Whether the location offers a meaningful regional or geographic connection to Fountain Valley or to established relationships of neighboring communities.

Cultural Connection. Whether the proposed relationship reflects or creates meaningful cultural, historic, educational, or community ties relevant to Fountain Valley residents.

Educational and Economic Development Opportunities. Whether there is a demonstrated willingness and practical ability to support student, teacher, educational, professional, or economic development exchanges.

Sports and Youth Activities. Whether there are opportunities for reciprocal youth or community sports exchanges, including baseball/softball, pickleball, soccer, volleyball, or similar activities.

Business and Trade Opportunities. Whether the relationship may foster business, trade, professional, or industry connections between the communities.

5. PROGRAM ADVISORY COMMITTEE

5.1 Role. The Foundation Board may establish a Sister/Friendship City Program Advisory Committee ("Program Committee") to plan activities, develop recommendations, recruit volunteers, and make budget and expenditure recommendations. The Program Committee is advisory to the Foundation Board and does not possess independent corporate or fiduciary authority.

5.2 Composition. The Program Committee should consist of seven to nine members and may include a Chair, Vice Chair, Secretary, a Foundation representative, community representatives, and a City liaison designated by the City Manager. The City liaison may participate in Program Committee discussions but shall not, solely by serving as the City liaison, acquire authority to bind either the City or the Foundation.

5.3 Appointment and Terms. Program Committee members shall be appointed in the manner established by the Foundation Board. Unless otherwise determined by the Foundation Board, terms shall be three years.

5.4 Officers. The Program Committee may select a Chair, Vice Chair, and Secretary. Financial administration shall remain under the control of the Foundation Treasurer, Foundation staff, or other persons authorized by the Foundation Board; the Program Committee shall not maintain a separate treasury or bank account.

5.5 Removal and Vacancies. The Foundation Board may remove or replace a Program Committee member for failure to perform assigned duties, excessive unexcused absences, conflicts of interest, misconduct, misrepresentation of the Program or Foundation, or other good cause, after providing the member a reasonable opportunity to respond.

5.6 Subcommittees. The Program Committee may form subcommittees or working groups for particular exchanges, events, fundraising activities, or other Program purposes, subject to Foundation oversight.

6. COMMUNITY PARTICIPATION

6.1 Participation. Participation in Program activities is open to Fountain Valley residents, business owners, employees, and representatives or members of Fountain Valley nonprofit and community organizations, subject to any participation requirements established for a particular activity.

6.2 Supporters and Donations. The Program may recognize community supporters or participants and may recommend a voluntary annual contribution. Any contribution shall be made to the Foundation and designated for the Program. Participation shall not create statutory membership rights in the Foundation or a separate membership interest in the Program.

7. MEETINGS AND DECISION-MAKING

7.1 Meetings. The Program Committee shall meet as needed at times and locations determined by the Committee or Foundation.

7.2 Quorum and Voting. A majority of the then-appointed voting members of the Program Committee constitutes a quorum. A recommendation of the Program Committee requires a majority vote of the voting members present at a meeting at which a quorum is present, unless the Foundation Board establishes a different procedure.

7.3 Foundation Approval. Any matter requiring Foundation Board approval under the Foundation's governing documents, policies, delegation of authority, or these Guidelines remains subject to such approval notwithstanding a Program Committee vote.

8. FINANCIAL ADMINISTRATION

8.1 Foundation Control of Funds. All Program donations, event revenues, grants, sponsorships, and other receipts shall be received, deposited, held, and administered by the Foundation. The Program shall not maintain a separate bank account or hold funds in its own name.

8.2 Program Accounting. The Foundation shall maintain a separate fund, class, account, or other internal accounting designation sufficient to identify Program

revenues, expenses, and available balances within the Foundation's books and records.

8.3 Use of Funds. Program funds shall be used for the Program's charitable purposes and in accordance with donor restrictions, Foundation policies, approved budgets, and the memorandum of understanding with the City. Program expenditures shall be approved through the Foundation's normal financial controls and delegation of authority.

8.4 Reserve and Administrative Costs. Program revenues shall remain designated for Program purposes and may be used for Program activities and reasonable administrative expenses in accordance with the Foundation-approved budget and the MOU.

8.5 Financial Reporting to City. The Foundation shall provide the City an annual accounting of Program revenues, expenditures, and fund balance within sixty (60) days after the end of the Foundation's fiscal year and shall provide the City reasonable access to Program-specific financial reports as provided in the memorandum of understanding.

9. RECORDS, COMMUNICATIONS, AND COMPLIANCE

9.1 Records. The Foundation shall maintain corporate and financial records for the Program as required by applicable law and Foundation policy. The Program Secretary or other designated person may maintain meeting notes, activity records, and other Program materials on behalf of the Foundation.

9.2 Public Identification. Program materials should identify the Program as a program of the Fountain Valley Community Foundation and should not imply that the Program is a separate nonprofit corporation or a department of the City.

9.3 Compliance. Program activities shall comply with applicable law, Foundation policies, City requirements applicable to City facilities or resources, and the memorandum of understanding between the Foundation and the City.

10. AMENDMENTS AND PROGRAM CHANGES

10.1 Amendments. These Guidelines may be amended by the Foundation Board. No amendment to these Guidelines shall modify any right or obligation of the City under the MOU unless the MOU is separately amended by the parties.

10.2 Program Discontinuation. If the Foundation discontinues the Program or the memorandum of understanding with the City terminates, Program funds shall

remain subject to applicable donor restrictions, charitable-use requirements, Foundation governing documents, and any fund-disposition provisions in the memorandum of understanding.

Adopted by the Fountain Valley Community Foundation Board on:

This Program operates in coordination with the City of Fountain Valley pursuant to the applicable City-Foundation memorandum of understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FOUNTAIN VALLEY AND
THE FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into on _____, 2026 (Effective Date) by the City of Fountain Valley ("CITY") and the Fountain Valley Sister/Friendship City Association ("FVSFCA"), a California nonprofit public benefit corporation.

RECITALS

- A. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the laws of the State of California.
- B. On _____, 2026, the Fountain Valley City Council adopted the Fountain Valley Sister/Friendship City Association Bylaws and authorized the City Manager to appoint an inaugural Fountain Valley Sister/Friendship City Association Board of Directors.
- C. CITY and FVSFCA are committed to the mission of Sister Cities International, founded by President Dwight D. Eisenhower in 1956, to promote peace through mutual respect, understanding, and cooperation - one individual, one community at a time.
- D. The FVSFCA is a non-profit, volunteer organization that endeavors to promote international communication, economic benefits, understanding, education, and friendship between the people of Fountain Valley and the people of its sister and friendship cities. These principles are accomplished through the following activities:
 - a. Cultural Exchanges / Youth Sports Exchanges
 - b. Educational/Economic Development Exchanges
 - c. Student & Teacher Exchanges
 - d. Student Scholarships
 - e. Host Families
 - f. Fundraising
- E. Guidelines for Considering a New Sister City or Friendship City
 - a. Size: Ensure that cities have a similar population and amenities. Both cities could afford equitable experiences for student exchanges.
 - b. Idea Exchanges: Ensure that cities have an infrastructure that allows for unique idea exchanges, prioritizing those that specialize in an area we do not specialize in and vice versa. However, we also want to ensure there are equitable exchanges on topics we both specialize in as well, such as tourism.
 - c. Geographical Location: Prioritize having a geographical location similar to that of Fountain Valley, ideally sharing a regional connection to our neighboring cities (Buena Park, Dana Point, Garden Grove, Huntington Beach, Laguna Beach, Newport Beach, Long Beach, Torrance, etc.)
 - d. Cultural Representation in Fountain Valley: Fountain is a diverse city with a population of approximately 56,000 residents. It would be ideal to prioritize

Sister/Friendship City relationships with cities in countries and regions that share our history and current make-up of our city.

- e. Educational and economic development exchanges: Look for cities that have a willingness to do educational and economic development exchanges between the two cities.
 - f. Sports: Look for cities that have sports interests (i.e. baseball/softball, pickleball, soccer, volleyball, etc.)
- F. Annual Net Revenues will be deposited in a reserve account to be spent as follows:
- a. Minimum 75% of net revenues to be maintained in FVSCA Reserve Fund account for future FVSFCA events/activities in the general benefit of the City of Fountain Valley, its residents, and furtherance of the mission of the FVSFCA.
 - b. Maximum 25% to be dispersed for administrative and overhead expenditures.
- G. The Parties desire to enter into this MOU to establish their respective responsibilities relating to the Sister/Friendship City Program, including fundraising and the receipt and expenditure of funds designated for the Program. Subject to City Council authorization and all applicable laws, policies, and restrictions, the CITY may designate or contribute net or surplus proceeds from the City's State of the City event or other City-approved fundraising events to FVSFCA for use exclusively in furtherance of the Sister/Friendship City Program. FVSFCA shall separately account for such funds and shall expend them only for authorized Sister/Friendship City Program purposes..

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. TERM

- 1.1 The Term of this MOU shall commence on the Effective Date and shall remain in effect unless terminated by FVSFCA or CITY by providing ninety (90) calendar days' written notice by either Party.

2. DUTIES OF THE FVSFCA

- 2.1 FVSFCA, as a tax-exempt charitable organization, shall accept and administer public and private donations for the purpose of furthering the Sister/Friendship City Program and promoting international communication, economic development, understanding, education, and friendship between the people of Fountain Valley and the people of its sister and friendship cities.
- 2.2 FVSFCA shall, in collaboration with CITY, carry out all responsibilities under the FVSFCA Bylaws as approved by the Fountain Valley City Council.
- 2.3 FVSFCA shall provide annual financial accounting to CITY within 60 days of the end of FVSFCA's fiscal year.
- 2.4 FVSFCA shall maintain complete financial records, shall separately account for funds received from or designated by CITY for

- Sister/Friendship City Program purposes, and shall provide CITY with reasonable access to monthly and annual financial reports.
- 2.5 FVSFCA shall act in concert with CITY, COUNTY, STATE, and FEDERAL agencies to ensure the people of other cities/countries are treated with respect and dignity.
 - 2.6 FVSFCA shall conduct background screening, as required by applicable law and CITY policy, for volunteers, chaperones, host participants, or other persons participating in FVSFCA programs involving minors.
 - 2.7 FVSFCA shall obtain participant waivers and releases in a form approved by CITY for activities for which CITY determines such waivers are appropriate.

3. DUTIES OF THE CITY

- 3.1 Excluding the FVSFCA duties listed above, CITY will be responsible for providing staff support as appointed by the City Manager, subject to budget constraints and available staffing.
- 3.2 CITY may provide the use of meeting space at City facilities for meetings to conduct the regular business of the FVSFCA.
- 3.3 CITY may provide the use of event space at City facilities for special events and exchange programs of the FVSFCA, dependent on availability of regularly scheduled programming.
- 3.4 CITY may provide support services for the development and printing of FVSFCA brochures, marketing materials and other documents.
- 3.5 FVSFCA may use the City of Fountain Valley name, seal, logo, or other CITY marks solely in connection with activities authorized under this MOU and only with the prior written approval of the City Manager or designee. FVSFCA shall not use CITY marks for commercial purposes or in a manner suggesting CITY endorsement of an unauthorized activity.

4. NOTICES

The parties hereto agree that all formal notices required by this MOU may be given by sending the same as follows:

CITY OF FOUNTAIN VALLEY
Attention: Deputy City Manager/Community Services Director
10200 Slater Avenue
Fountain Valley, CA 92708

FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY ASSOCIATION
Attention: Chair
PO Box 8522
Fountain Valley, CA 92708

5. INSURANCE

- 5.1 FVSFCA shall, at its sole cost and expense, maintain insurance appropriate to its operations and activities under this MOU in forms and amounts acceptable to CITY's Risk Manager.
- 5.2 At a minimum, FVSFCA shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, or such other limits as CITY may require.
- 5.3 CITY, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of FVSFCA's activities under this MOU. Such insurance shall be primary and noncontributory with respect to insurance maintained by CITY.
- 5.4 Before commencing activities under this MOU, FVSFCA shall provide CITY with certificates of insurance and applicable additional insured endorsements satisfactory to CITY.
- 5.5 FVSFCA shall maintain workers' compensation insurance as required by California law and shall require contractors or subcontractors performing work under this MOU to maintain insurance as required by CITY.

6. INDEMNIFICATION

To the fullest extent permitted by law, FVSFCA shall defend, indemnify, and hold harmless CITY and its elected and appointed officials, officers, employees, agents, and volunteers from and against claims, liabilities, damages, losses, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the acts or omissions of FVSFCA, its officers, directors, employees, volunteers, contractors, agents, or participants in the performance of this MOU, except to the extent caused by the sole negligence or willful misconduct of CITY.

7. STANDARD PROVISIONS

- 7.1 Recitals. The Parties acknowledge that the Recitals in this MOU are true and correct and are hereby incorporated into this MOU.
- 7.2 Compliance with all Laws. The parties shall, at their own expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, whether now in force or hereinafter enacted.
- 7.3 Governing Law. CITY and FVSFCA understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Orange County Superior Court or the Central District of California Federal District Court.
- 7.4 Attorney's Fees. In any action or proceeding brought by either party against the other party arising out of or in any way connected to this Agreement, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses.
- 7.5 Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in

this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

- 7.6 Modification. No modification to this Agreement shall be effective unless it is in writing and signed by the authorized representatives of the parties hereto. The written modification requirement cannot be waived.
- 7.7 Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of FVSFCA warrants and represents that he/she/they has the authority to execute this Agreement on behalf of FVSFCA and has the authority to bind FVSFCA to the performance of his/her/its obligations hereunder.
- 7.8 Assignment. FVSFCA shall not assign, transfer, delegate, or otherwise convey its rights or obligations under this MOU without the prior written consent of CITY.
- 7.9 Conflict of Interest. The Parties shall comply with all applicable conflict-of-interest laws, including the Political Reform Act and Government Code section 1090, as applicable. Nothing in this MOU authorizes any CITY official or employee to obtain a prohibited financial interest in this Agreement.
- 7.10 Public Statements. FVSFCA shall coordinate with CITY before issuing press releases or public statements purporting to speak on behalf of CITY or concerning CITY's official position regarding the Sister/Friendship City Program.
- 7.11 Severability. If any provision of this MOU is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.12 Waiver. No waiver of any provision or breach of this MOU shall constitute a waiver of any other provision or subsequent breach.
- 7.13 Survival. The indemnification obligations and any other provisions that by their nature are intended to survive termination shall survive expiration or termination of this MOU.
- 7.14 Nonliability of CITY Officials and Employees. No elected or appointed official, officer, employee, or agent of CITY shall be personally liable to FVSFCA for any obligation of CITY under this MOU.
- 7.15 Counterparts; Electronic Signatures. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the date and year first above written.

ATTEST:

CITY OF FOUNTAIN VALLEY

City Clerk

City Manager

APPROVED AS TO FORM:
Harper & Burns LLP

FOUNTAIN VALLEY SISTER/FRIENDSHIP
ASSOCIATION

Attorney for the City

FVSFCA Chair

MISSION STATEMENT AND BYLAWS OF THE FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY ASSOCIATION

BYLAW I

NAME

Fountain Valley Sister/Friendship City Association (FVSFCA)

BYLAW II

PURPOSE

The Fountain Valley Sister/Friendship City Association (FVSFCA) is a non-profit volunteer organization which endeavors to promote international communication, economic benefits, understanding, education, and friendship between the people of Fountain Valley and the people of its sister and friendship cities. These principles are accomplished through the following activities:

1. Cultural Exchanges / Youth Sports Exchanges
2. Educational/Economic Development Exchanges
3. Student & Teacher Exchanges
4. Student Scholarships
5. Host Families
6. Fundraising

BYLAW III

PRINCIPAL OFFICE

The principal office for the transaction of the business of the Fountain Valley Sister/Friendship City Association is hereby fixed and located at **Fountain Valley City Hall, County of Orange, and State of California**. The address of the principal office is **10200 Slater Avenue, Fountain Valley, California**.

BYLAW IV

MISSION STATEMENT

The City of Fountain Valley and the FVSFCA are committed to the mission of Sister Cities International, founded by President Dwight D. Eisenhower in 1956, to promote peace through mutual respect, understanding, and cooperation - one individual, one community at a time.

BYLAW V

OPERATIONS OF THE FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY ASSOCIATION

1. Guidelines for Considering a New Sister or Friendship City
 - a. Size: Ensure that cities have a similar population and amenities. Both cities could afford equitable experiences for student exchanges.
 - b. Idea Exchanges: Ensure that cities have an infrastructure that allows for unique idea exchanges, prioritizing those that specialize in an

area we do not specialize in and vice versa. However, we also want to ensure there are equitable exchanges on topics we both specialize in as well, such as tourism.

- c. Geographical Location: Prioritize having a geographical location similar to that of Fountain Valley, ideally sharing a regional connection to our neighboring cities (Buena Park, Dana Point, Garden Grove, Huntington Beach, Laguna Beach, Newport Beach, Long Beach, Torrance, etc.)
 - d. Cultural Representation in Fountain Valley: Fountain is a diverse city with a population of approximately 56,000 residents. It would be ideal to prioritize Sister/Friendship City relationships with cities in countries and regions that share our history and current make-up of our city.
 - e. Educational and economic development exchanges: Look for cities that have a willingness to do educational and economic development exchanges between the two cities.
 - f. Sports: Look for cities that have sports interests (i.e. baseball/softball, pickleball, soccer, volleyball, etc.)
2. Ratification by Fountain Valley City Council
 - a. All new Sister City agreements must be adopted and ratified by the Fountain Valley City Council.
 - b. Friendship City relationships must be established by **resolution by the City Council.**
 3. Operations and Activities of the FVSFCA
 - a. All operations and activities of the FVSFCA shall adhere to the Purposes as identified in Bylaw II, 1-6.
 4. Use of the City of Fountain Valley Seal / Logo
 - a. Use of the City of Fountain Valley Seal / Logo by the FVSFCA shall be limited to activities and purposes identified in Bylaw II.
 5. FVSFCA shall act in concert with CITY, COUNTY, STATE, and FEDERAL agencies to ensure the people of other cities/countries are treated with respect and dignity.

BYLAW VI

FINANCIAL OPERATIONS

1. Fundraising
 - a. FVSFCA as a 501c3 Charitable Organization, shall accept public and private donations to further international communication, economic benefits, understanding, education, and friendship between the people of Fountain Valley and the people of its sister and friendship cities.

- b. FVSFCA shall provide annual financial accounting to the City of Fountain Valley within 60 days after the end of FVSFCA's fiscal year.
 - c. FVSFCA shall maintain complete financial records and provide the City of Fountain Valley with reasonable access to monthly/annual financial reports.
 - d. Annual Net Revenues shall be deposited in a reserve account to be spent in accordance with the FVSFCA Revenue Agreement below;
 - i. Minimum 75% of net revenues to be maintained in FVSFCA Reserve Fund account for future FVSFCA events and activities in the general benefit of the City of Fountain Valley, its residents, and furtherance of the mission of the FVSFCA.
 - ii. Maximum 25% to be dispersed for administrative and overhead expenditures.
2. Purchasing & Giving
- a. All purchasing and giving by the FVSFCA shall adhere to the Purposes as identified in Bylaw II, 1-6.

BYLAW VII

BOARD OF DIRECTORS

1. The Board of Directors of the FVSFCA
- a. The Board of Directors of the FVSFCA shall consist of the following: FVSFCA Chair, FVSFCA Vice Chair, FVSFCA Secretary, FVSFCA Treasurer, Affiliated Nonprofit President or Representative(s), one City Council Member or one City of Fountain Valley Staff Delegate. All members shall have equal voting rights. A majority vote of the FVSFCA may remove a member for cause.
 - I. A Member may be removed from the FVSFCA if any of the following have been found to have occurred:
 - a. The Member has had excessive absences from regular meetings, and the Board or its body has not excused any of such absences.
 - b. A conflict of interest is found to exist between the Member and FVSFCA.
 - c. The Member is found to have engaged in activities that are directly contrary to the interest of the FVSFCA, or
 - d. The Member is found to have engaged in the misrepresentation of FVSFCA and its policies to outside third parties, either willfully, or on a repeated basis.

The FVSFCA shall have summary power by vote of 51% of the FVSFCA to suspend or terminate any Member for conduct which, in its opinion, disturbs the order, dignity, business or harmony; or impairs the good name, popularity or prosperity of FVSFCA; or which is likely, in its opinion, to endanger the welfare, interest or character of FVSFCA, or for any conduct in violation of these Bylaws or of the rules and regulations of FVSFCA which may be taken at any meeting of the FVSFCA, upon motion made by any member or members of the Board. The proceedings of the FVSFCA in such manner shall be final and conclusive. Before removal occurs, the Member shall be advised of the allegation and the basis for the allegation and shall be given an opportunity to present any contrary evidence or explanation the Member may have to the FVSFCA. Removal shall require the affirmative vote of at least 51% of the FVSFCA.

- b. The Board of Directors shall consist of 7-9 members.
- c. Term of Appointment – Three (3) years

2. Membership to the FVSFCA

- a. Membership – Membership shall be open to any Fountain Valley resident, business owner, or employee within Fountain Valley, or member of a Fountain Valley nonprofit or community organization. A donation of \$50 is recommended.

3. Subcommittees of the FVSFCA

- a. All subcommittees of the FVSFCA shall adhere to the Purposes as identified in Bylaw II, 1-6.

**BYLAW VIII
MEETINGS**

1. FVSFCA Meetings
Date/Time TBD

4. Quorum

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Except as otherwise provided by these Bylaws or the California Nonprofit Public Benefit Corporation Law, every act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

**BYLAW IX
RECORDS AND REPORTS**

1. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS
 - a. The FVSFCA shall maintain corporate and financial records as required by applicable law.
 - b. FVSFCA shall provide an annual financial accounting to the City of Fountain Valley within 60 days of the end of FVSFCA's fiscal year.

BYLAW X

AMENDMENTS

These Bylaws may be amended in any manner consistent with the Articles of Incorporation and the California Nonprofit Public Benefit Corporation Law by a majority of the FVSFCA Board of Directors.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of **THE FOUNTAIN VALLEY SISTER/FRIENDSHIP CITY ASSOCIATION**, a California Nonprofit Public Benefit Corporation.

Secretary

As adopted by the Fountain Valley Sister/Friendship City Association Board.

FVSFCA Chair

Jim Cunneen, Mayor

Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

FRIENDSHIP CITY PROGRAM POLICY

PURPOSE

The purpose of the City of Fountain Valley Friendship City Program is to establish and promote informal relationships with municipalities in other countries to encourage goodwill, mutual understanding, communication, and opportunities for cultural, educational, civic, economic development, recreational, and other exchanges of mutual interest.

A Friendship City relationship is intended to provide a flexible means for developing international relationships without requiring the level of ongoing programming or commitment associated with a formal Sister City relationship.

DEFINITIONS

Friendship City. A Friendship City is a municipality outside the United States with which the City of Fountain Valley has established an informal governmental relationship to promote goodwill, communication, and mutually beneficial exchanges.

Sister City. A Sister City is a municipality with which the City has established a more formal and sustained relationship intended to promote ongoing international exchange and programming.

GUIDELINES FOR CONSIDERING A FRIENDSHIP CITY

In evaluating a prospective Friendship City, the City may consider:

1. Similar or complementary community characteristics, including population, culture, demographics, economy, or community amenities;
2. Opportunities for cultural, educational, youth, sports, economic development, business, tourism, or other exchanges;
3. Existing cultural, historical, educational, business, or community connections to Fountain Valley;
4. Opportunities for the exchange of municipal information, ideas, and best practices;
5. Community interest and support; and
6. The likelihood that the relationship will provide mutual benefit and can be maintained with available resources.

No single factor shall be determinative.

PROPOSAL AND APPROVAL

A Friendship City relationship may be proposed by a member of the City Council, the City Manager, the Fountain Valley Sister/Friendship City Association ("FVSFCA"), a community organization, educational institution, or other interested party.

The City Manager or designee shall review proposed Friendship City relationships and may consult with FVSFCA, City departments, community organizations, educational institutions, businesses, or other interested parties.

No Friendship City relationship shall be established on behalf of the City without approval of the Fountain Valley City Council.

The City Council may establish a Friendship City relationship by resolution and may authorize the Mayor or other appropriate City official to execute an agreement or other document memorializing the relationship.

ADMINISTRATION

The Friendship City Program shall be administered by the City Manager's Office or designee.

FVSFCA may assist with Friendship City activities in accordance with its bylaws, its Memorandum of Understanding with the City, applicable City Council authorization, and applicable law.

Establishment of a Friendship City relationship does not require FVSFCA to administer or financially support the relationship or any particular activity.

FUNDING AND CITY RESOURCES

Establishment of a Friendship City relationship does not, by itself, obligate the City to expend funds or provide a particular level of staffing or other resources.

Any expenditure of City funds, City-funded travel, or other City support shall be subject to applicable budgetary authority, City policies, City Council authorization when required, and applicable law.

REVIEW AND TERMINATION

The City Manager or designee may periodically review Friendship City relationships and may recommend continuation, modification, elevation to a Sister City relationship, suspension, or termination.

A Friendship City relationship shall not automatically become a Sister City relationship.

The City Council may terminate or withdraw recognition of a Friendship City relationship whenever it determines that continuation of the relationship is no longer in the City's best interests.

FRIENDSHIP CITY AGREEMENT

BETWEEN THE CITY OF FOUNTAIN VALLEY, CALIFORNIA, UNITED STATES OF AMERICA AND THE CITY OF [FRIENDSHIP CITY], [COUNTRY]

Recognizing the friendship and goodwill between their communities, the City of Fountain Valley, California, and the City of [Friendship City], [Country], hereby establish a Friendship City relationship to promote mutual understanding, cooperation, and exchange.

The two cities will endeavor to promote friendship and cooperation in areas of mutual interest, including:

- Cultural and community exchanges;
- Educational, student, teacher, and youth exchanges;
- Economic development and business exchanges;
- Sports and recreational exchanges;
- Tourism and community promotion; and
- Exchanges of information, ideas, and municipal best practices.

The cities may pursue additional areas of cooperation as mutually agreed.

This Friendship City Agreement expresses the goodwill and mutual intentions of the two cities and does not, by itself, obligate either city to appropriate or expend funds.

This Agreement shall become effective upon execution by the authorized representatives of both cities and may be discontinued by either city upon written notice to the other.

Signed this ____ day of _____, 20.

CITY OF FOUNTAIN VALLEY, CALIFORNIA, USA

Mayor

CITY OF [FRIENDSHIP CITY], [COUNTRY]

[NAME]

[TITLE]

Sister City Advisory Committee Trip to Japan from November 18-25 (Tentative Plan)

Travel on November 18 from LAX and arrived in Haneda, Japan on November 19

November 20 – Visit Fukushima and/or Yakult USA

November 20 - Dinner with Sakura City Mayor in Tokyo

November 21 – Potential visit Kiwanis/Rotary International in or near Tokyo

November 21- Dinner with Hekinan City Mayor

November 22 - Free day and/or visit Kichijoji/Musashino City-Tokyo

November 23 – Visit and tour Hekinan City

November 24 – Visit and tour Sakura City

November 25 – Travel from Haneda Airport and Return to LAX on November 25



City of Fountain Valley Memorandum

TO: Honorable Mayor and City Council

FROM: Omar Dadabhoy, Community Development Director
Victor Viramontes, Management Analyst

DATE: September 1, 2026

SUBJECT: Study Session: Little Saigon Design Guidelines

EXECUTIVE SUMMARY:

In 2024, the Cal State Fullerton College of Business and Economics published a comprehensive demographic and economic study of Little Saigon. The study determined that Little Saigon's growth now encompasses several cities: Westminster, Garden Grove, parts of Fountain Valley, and Santa Ana. Specifically for Fountain Valley, the area included the northern part of the city, north of Warner Ave.

In March 2025, the City of Fountain Valley, in collaboration with the cities of Garden Grove and Santa Ana, applied for a grant opportunity through the California Jobs First (CJF) statewide initiative, with the Orange County Business Council (OCBC) serving as the regional convener. The application requested funding to explore the development of a Business Improvement District (BID). The BID would be utilized to promote cultural tourism, create jobs, support small businesses within Little Saigon, and act as a unifying body across several cities. The BID would also provide a reliable funding source. Initially, the City of Westminster was going to be part of the application process, but decided to apply for a grant on its own.

The cities were successful in obtaining funding in the first round, which included a Concept Phase (\$50,000) and an Accelerator Phase (\$250,000) for a total amount of \$300,000. The Concept Phase included a market assessment, and the accelerator phase included community outreach related to the exploration of the BID. The cities then applied for a second round or Last Mile Phase of the grant and requested an additional \$750,000 in grant funding and were awarded \$250,000, bringing the total grant award to \$550,000. The Last Mile Phase included the development of design guidelines.

Ultimately, it was determined that not enough support could be garnered to establish a BID, which would have required support from at least 51% of the property owners and would have meant an additional assessment of their properties. Even though there was

not enough support for the BID, feedback from the outreach was that there was support for establishing a non-profit that would promote and support Little Saigon. The grant has now evolved to include the establishment of a cultural non-profit and ultimately obtaining a California Cultural District designation, which could assist in obtaining future funding through public grants or private foundations. While work continues on the cultural non-profit, other aspects of the grant continue, including the development of recommended design guidelines.

DISCUSSION:

The Last Mile Phase of the grant required the development of recommended design guidelines. Gensler, a global architecture and design firm, was contracted to develop these guidelines after extensive community and staff input. These guidelines are intended to provide guidance to developers, businesses, cities, and property owners when developing new projects, improvements, or renovations in Little Saigon. The overall goal is to balance cultural authenticity with modern development standards and provide a cohesive appearance and feel throughout Little Saigon, even though it crosses multiple jurisdictions. This, in turn, would enhance the visitor experience and could also be used as a tool in future fundraising efforts.

The design guidelines are recommendations only and do not supersede or override existing zoning, land use regulations, engineering requirements, and other City/County/State standards, which are typically regulated by individual cities or jurisdictions. In addition, they were designed to be consistent with each city's existing land-use and zoning standards.

As part of their contract, Gensler was asked to provide a presentation on these design guidelines to each grant city, which is the purpose of this Study Session presentation. Gensler will present a summary of the guidelines, provide an overview of community and staff feedback, and answer questions about the guidelines.

Attachments:

1. Draft Design Guidelines
2. Link to Cal State Fullerton Study:
<https://business.fullerton.edu/engagement/economic-analysis-and-forecasting/assets/pdf/little-saigon-profile.pdf>



Little Saigon

DESIGN GUIDELINES

CITY OF FOUNTAIN VALLEY | CITY COUNCIL STUDY SESSION | 09/01/26



Project Team

Gensler

Integrated Design Team:

- Urban Planning & Design
- Architectural Design
- Brand Design
- Mobility Planning
- Community Engagement



CONSULTANT

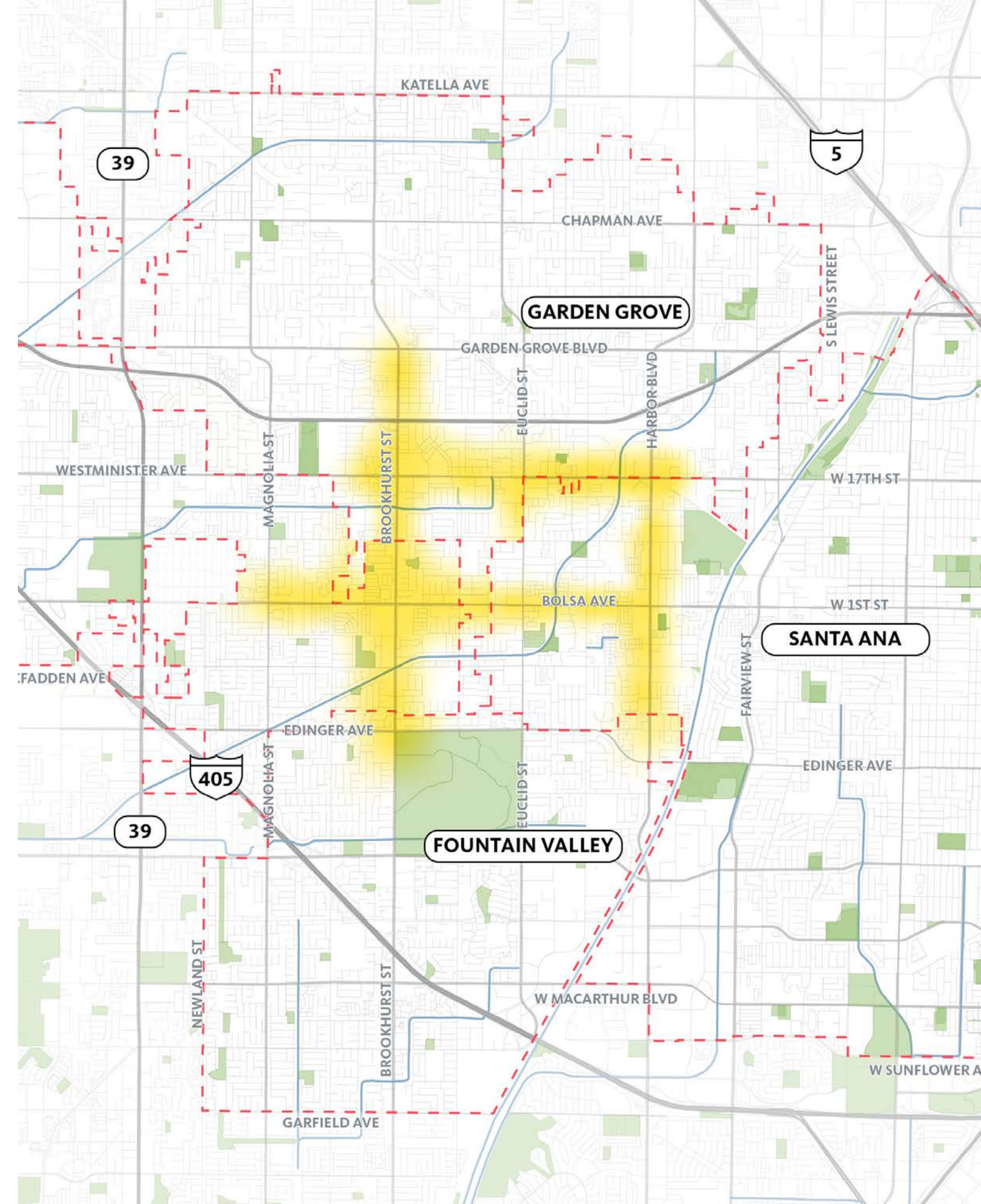
TRI-CITY CLIENT TEAM



Project Purpose

Project was developed as part of the Regional Investment Initiative Catalyst (RIIC) grant under California Jobs First, creating architectural and urban design guidelines that support future public and private investment.

- 1 Establish a **shared vision** for the future of Little Saigon.
- 2 Strengthen the district's **cultural identity** and physical character.
- 3 Improve the **public realm** and enhance the **visitor experience**.
- 4 Guide future public and private investment through **cohesive design** strategies.



The District Today

- **Auto-oriented** retail centers with expansive surface parking.
- Strong cultural identity but **inconsistent physical character**.
- No shaded gathering spaces and **limited pedestrian amenities**.
- Diverse retail center sizes requiring different design strategies.
- **Lacks connectivity** between destinations.



A Community Led Process

Over **100 community members and stakeholders** were engaged across **six unique touch points**



What We Heard

Preserve Heritage

Preserve and Build on Little Saigon's Existing Nostalgic and Layered Character



Celebrate Identity

Celebrate the Unique Spectrum of Vietnamese and Vietnamese-American Design Aesthetics



Activate Community Life

Enabling Cultural and Social Activities is Just as Important as Physical Design Aesthetics



Design Values



Design for Hospitality First

Create a welcoming, accessible, and inclusive district for people of all ages and abilities.



Honor Memory and Storytelling

Honor Little Saigon's history while celebrating the evolving identity of the Vietnamese-American community.



Look to the Future

Create places where families, youth, and future generations can connect, gather, and thrive.



Stay Flexible and Tactical

Promote flexible, achievable solutions that support long-term implementation and investment.



Prioritize Coordination and Cooperation

Encourage collaboration across businesses, community organizations, and local creatives.



Embrace Nature and Leverage the Outdoors

Design vibrant public spaces that encourage year-round outdoor activity through shade, greenery, and places to gather.

Project Graphic Identity

Reflecting back what we heard from the community: A bright, vibrant brand identity nostalgic at heart, weaving together diverse perspectives into a unified mosaic.

Headling: Fontspring

Little Saigon

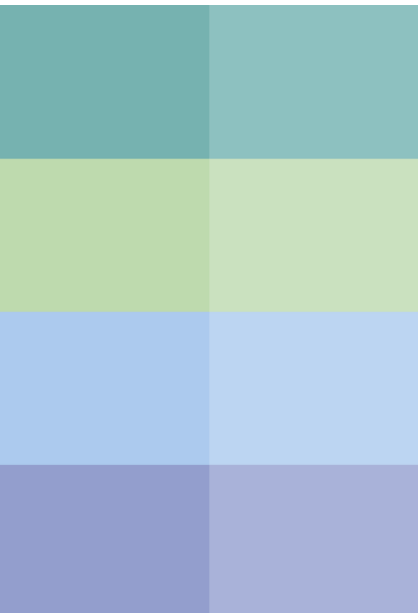
Sub-Headling: Gotham

DESIGN GUIDELINES

Primary Colors



Secondary Colors



Document Implementation



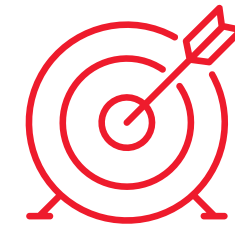
What is a Design Guideline Document?

- Flexible recommendations for future development and reinvestment.
- Guidance, not requirements.
- Complement existing zoning and land use regulations.
- Used by property owners, developers, designers, business owners, and City staff.



How is a Design Guideline Document Used?

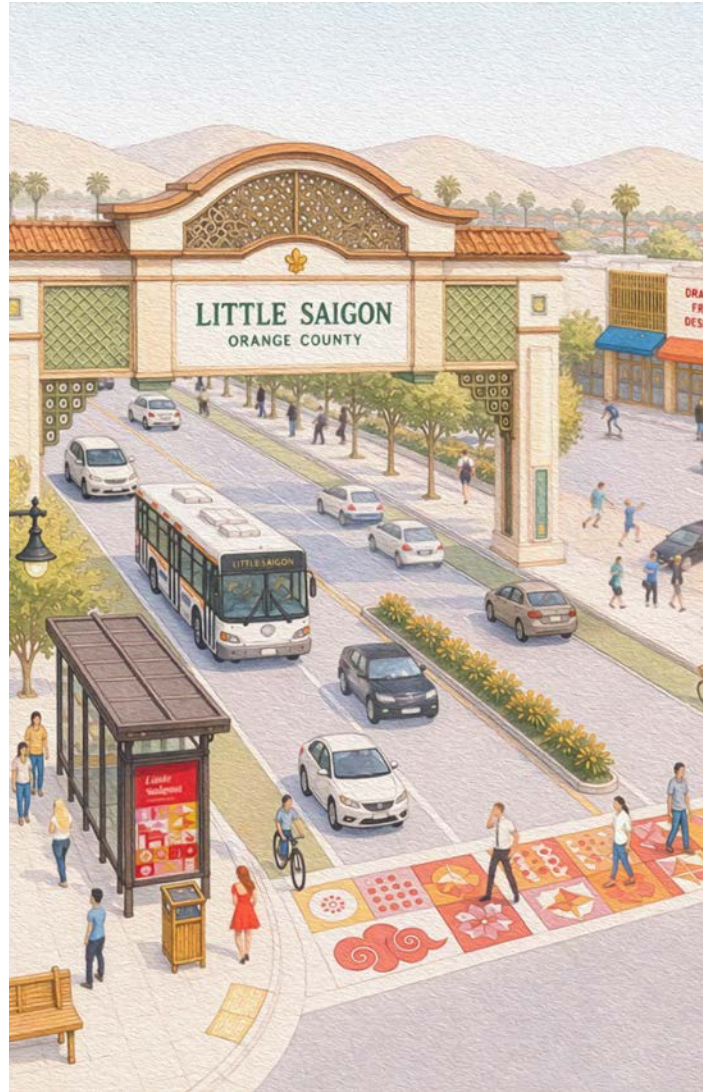
- Organized into four topics: Streetscape & Public Realm, Site Design, Architecture, and Signage & Wayfinding.
- Recommendations supported by images, diagrams, and example applications.
- Implementation icons identify stakeholders best to carry out each recommendation



What will the Design Guideline Document Achieved?

- Support capital improvement planning and project prioritization.
- Encourage coordinated implementation among cities, agencies, and property owners.

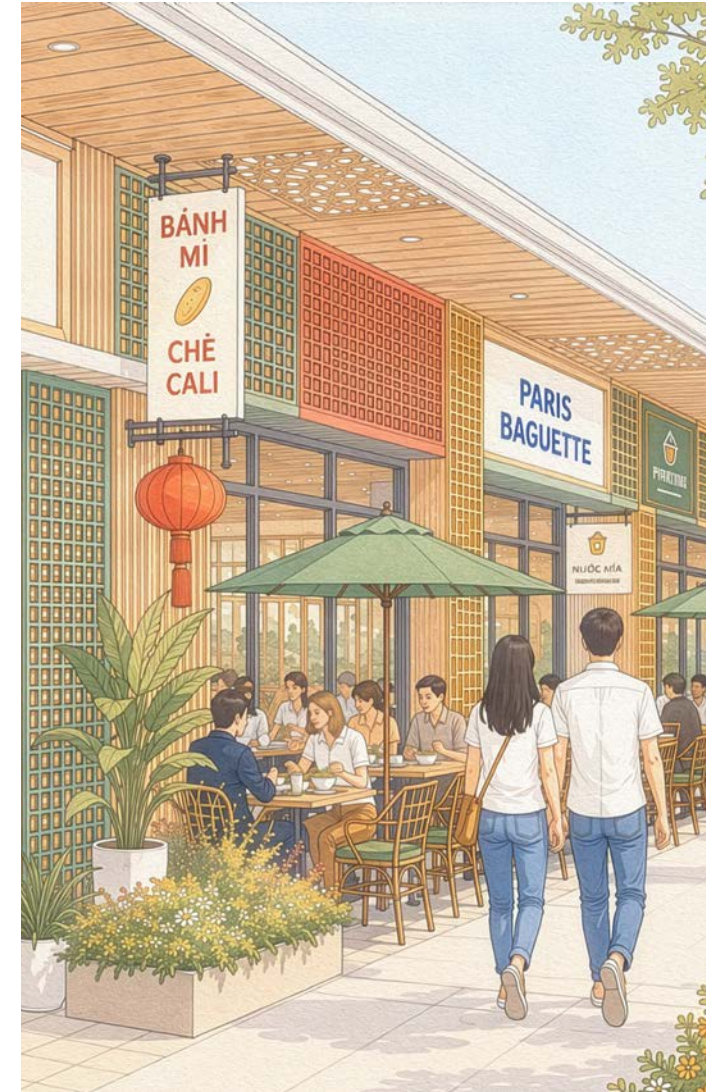
Document Organization



Streetscape & Public Realm



Site Design



Architecture

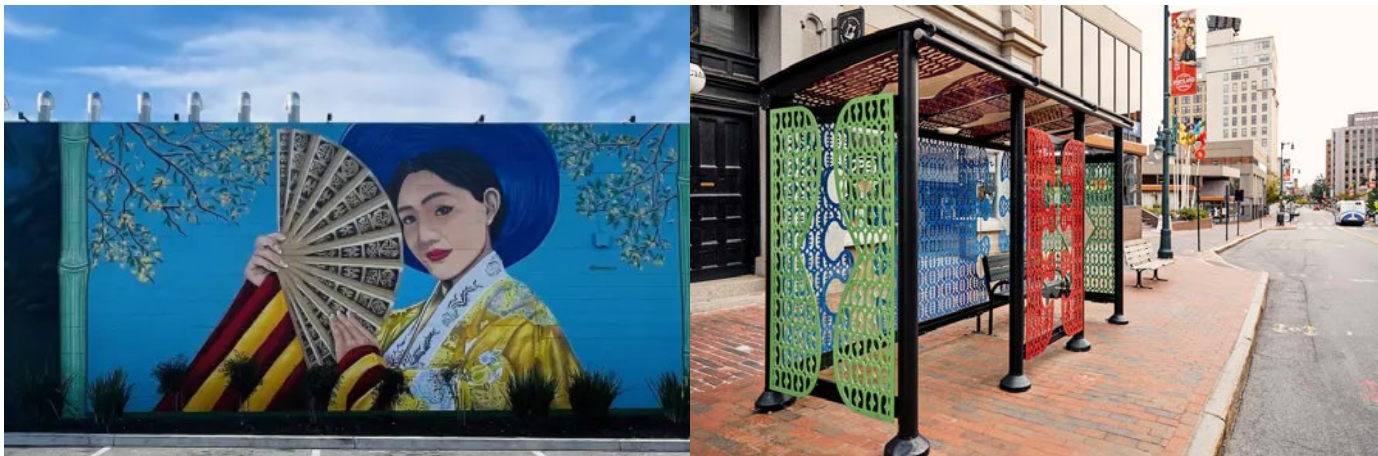


Signage & Wayfinding

Page 54 of 329

Guidelines: Streetscape & Public Realm

SECTION GOALS



Strengthen District Placemaking

Celebrate the culture and character within public realm through culturally inspired streetscape elements and public art.



Expand Shade Trees & Landscaping

Create cooler and greener streets by increasing shade and landscaping.



Introduce Outdoor Gathering Spaces

Design public spaces that support gathering, community events, and celebrations.



Improve Walking & Connectivity

Support safe and accessible streets with shared mobility and a park once experience.



Gateway

Little Saigon

Street Lighting

Pylon

Shade Canopy

Bike Lane

Roadway Medians

Outdoor Seating

Street Furniture

Saigon St



Site Design



Guidelines: Site Design

SECTION GOALS



Improve Site Access & Circulation

Design retail centers with connected pedestrian routes, intuitive circulation, and efficient parking.



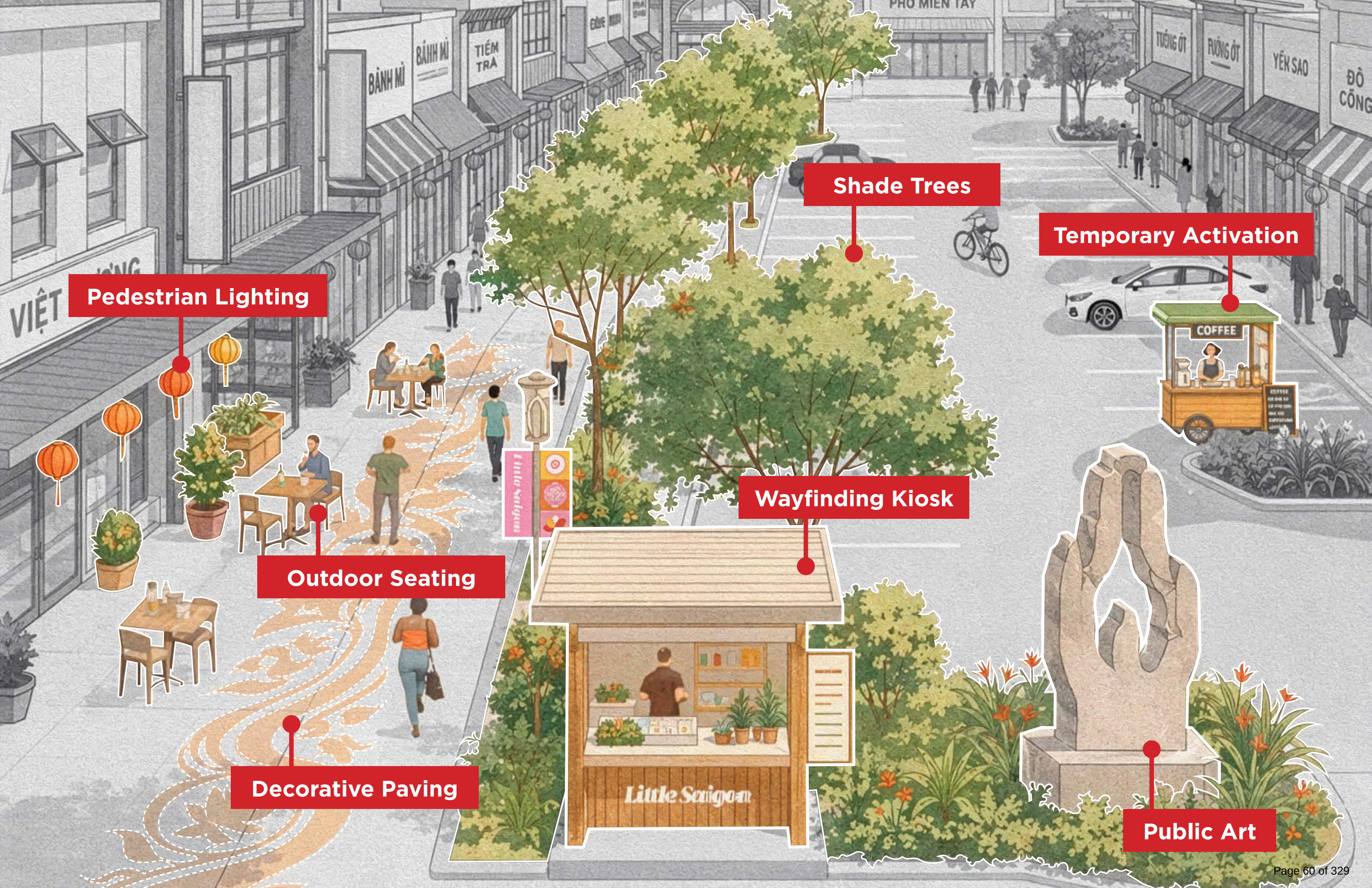
Strengthen Site Placemaking

Celebrate Vietnamese culture through site elements that create a cohesive and recognizable district identity.



Create Active Community Spaces

Activate retail centers with flexible public spaces for family play, dining, and everyday activities.



Pedestrian Lighting

Shade Trees

Temporary Activation

Wayfinding Kiosk

Outdoor Seating

Decorative Paving

Public Art



Architecture



Guidelines: Architecture

SECTION GOALS



Enhance Storefront Character

Create engaging storefronts that reflect district identity through culturally inspired architecture, materials, and transparent building frontages.



Improve Comfort and Visibility

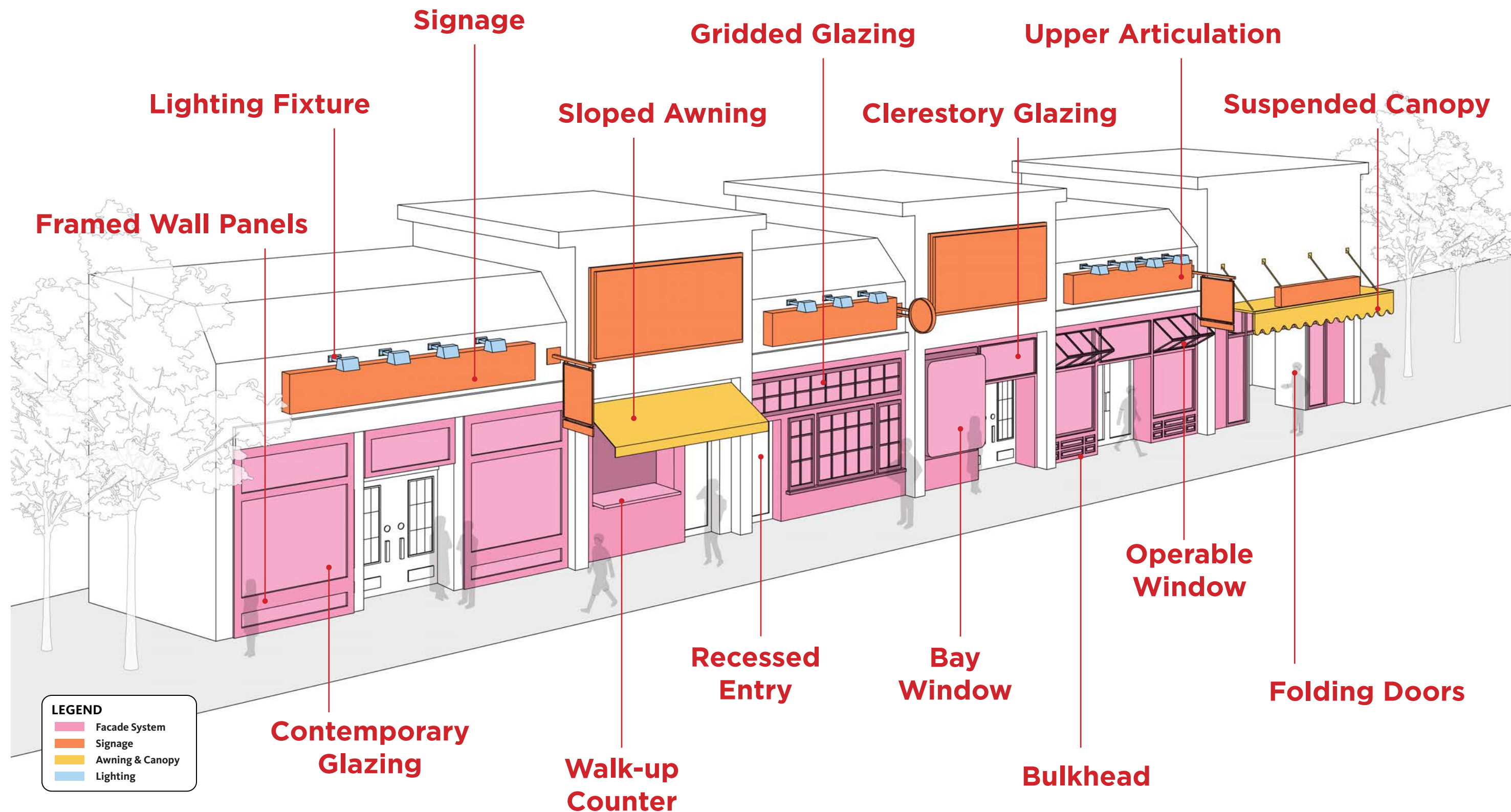
Elevate the pedestrian experience with shaded walkways, illuminated storefronts, and welcoming building entrances.



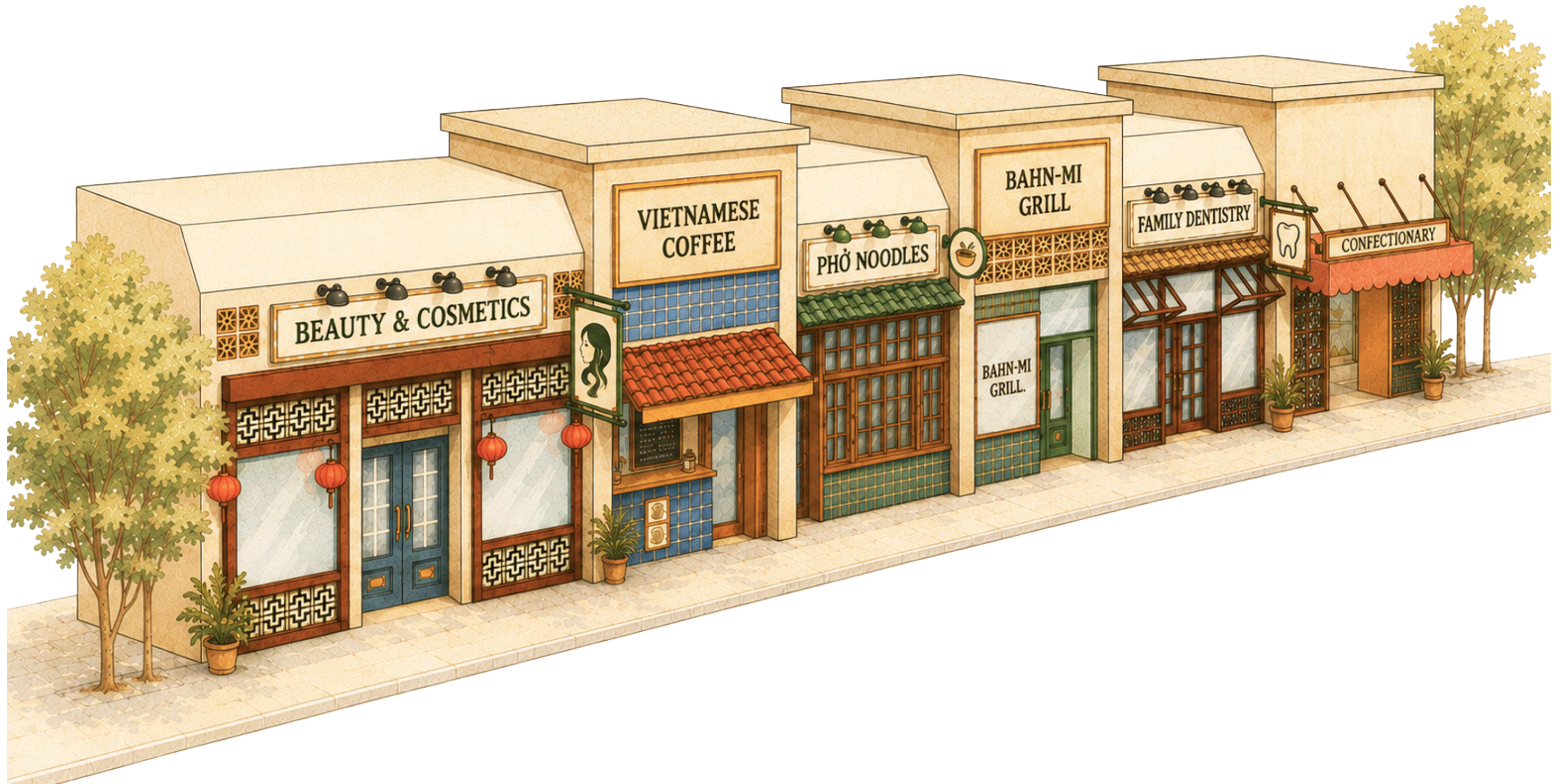
Design Distinct Roof Forms

Incorporate expressive roof forms that strengthen architectural character.

Storefront Architectural Elements



Storefront Applied Materials





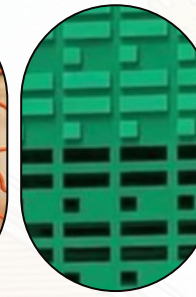
1 - Storefront Facade Materials



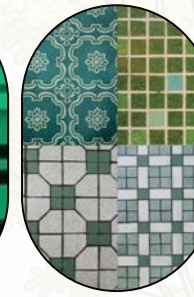
Wood Slats



Iron
Metalwork



Concrete/Clay
Screen Block



Ceramic
Patterned Tile



Smooth
Stucco



Natural
Stone

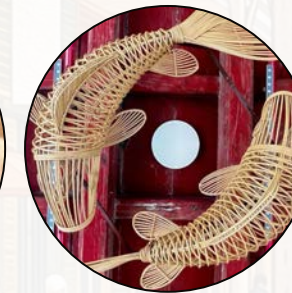
2 - Cultural Ornamentation



Nature/Botanical



Lantern
Craftsmanship



Bamboo/Rattan
Weaving



Traditional

3 - Storefront Fenestration



Foldable Doors



Indoor-Outdoor Pavilion
(Serving Windows)



Traditional
(Fixed Glazing & Display
Window)



4 - Shading Element



Continuous Building Overhang



Canopy



Awning

5 - Signage



Flat Wall Sign



Blade Sign



Neon Sign



Window Sign

6 - Landscaping & Ornamentation



Entry Planters



Planting Strips



Seasonal Display



PHỞ 40
Vietnamese Noodle House

BÁNH
MÌ
CHÈ
CALI

PARIS
BAGUETTE

Little Saigon

Signage & Wayfinding



Guidelines: Signage & Wayfinding

SECTION GOALS



Create Welcoming Moments and Landmarks

Establish recognizable gateways and monument signs that create a welcoming sense of arrival into the district.



Enhance Navigation and District Legibility

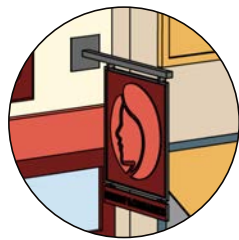
Create coordinated pylon signage that helps visitors identify retail centers and individual businesses.



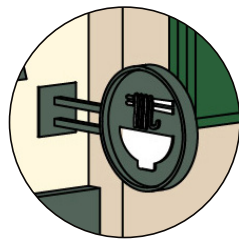
Celebrate Culture through Graphics and Art

Integrate pedestrian-scale branding and storytelling to enrich the visitor experience.

Tenant Signage Options



Projecting Sign



Projecting Sign



Projecting Sign

Window Sign

Wall Sign

Wall Sign

Window Sign

Channel Letter Sign

Awning Sign



LEGEND

Wall Sign

Window Sign

Projecting Sign

Channel Letter Sign

Awning Sign



Public Realm Signage Options



Monument

Street Banner

Pylon



Little Saigon

VILLAGE MARKET MALL

PHỞ 23
VIETNAMESE KITCHEN

TRÀ VIỆT
COFFEE & TEA

SAIGON BAKERY & CAFE

SAIGON OPTICAL

KIM HOÀN JEWELRY

VIETNAMESE BOOKSTORE

PHỞ 23
VIETNAMESE KITCHEN

TRÀ VIỆT
COFFEE & TEA

VILLAGE MARKET MALL

SAIGON BAKERY & CAFE

SAIGON OPTICAL

KIM HOÀN JEWELRY

VIETNAMESE BOOKSTORE

Little Saigon

BIKE PARKING

PHỞ 23
SAIGON BAKERY
SAIGON OPTICAL
KIM HOÀN
VIETNAMESE BOOKSTORE

A Shared Vision

- 1** Provide lasting framework for preserving cultural identity while shaping its future for generations to come.
- 2** Create places where people feel welcomed to walk, gather, and experience the heart of Little Saigon.
- 3** Empower property owners, businesses, and cities to shape a more vibrant and cohesive district.



Thank You



Little Saigon

DESIGN GUIDELINES | AUG 2026



Acknowledgments



City of Garden Grove
City Manager's Office
Economic Development
Planning Division
Traffic Division

Ursula Luna-Reynosa
Greg Blodgett
Grace Kim
David Dent
Christian Farmer
Sara Shapiro
Christy Le

Consultant Team
Gensler



City of Fountain Valley
Victor Viramontes
Steve Ayers
Omar Dadabhoy



City of Santa Ana
Tina Lee
Marc Morley
Jack Cartledge
Julie Castro



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Executive Summary

Little Saigon is one of Orange County’s most significant cultural and economic assets—a dynamic district shaped over half a century by Vietnamese-American entrepreneurship, culture, community, and investment. Since its early inception, the growth of Little Saigon has been driven by the community of Vietnamese-American businesses, institutions, and residents who have now expanded throughout the region across municipal boundaries.

Recognizing the opportunity to build upon these assets, the Cities of Garden Grove, Santa Ana, and Fountain Valley formed a collaborative partnership to advance Little Saigon as a premier statewide destination for cultural tourism, while simultaneously supporting economic development, business growth, and job creation. Through funding provided by the California Jobs First Regional Investment Initiative Catalyst (RIIC) Program, the three cities launched a coordinated series of initiatives intended to strengthen Little Saigon’s economic vitality, enhance the visitor experience, and preserve and celebrate the cultural identity that makes the district unique.

The Little Saigon Design Guidelines are one component of this broader economic development strategy. Developed by Gensler in collaboration with the three cities and informed by extensive community engagement, the Guidelines establish a shared design framework for articulating and enhancing Little Saigon’s public realm, commercial centers, buildings, and visual identity. The goal is not to create uniformity or prescribe a single architectural style, but to provide flexible tools that reinforce cultural identity, strengthen connections between destinations, encourage private and public investment, and create a more welcoming and memorable experience for residents and visitors alike.

Little Saigon is not a static geographic area: it is a living cultural district that has expanded and evolved over time, and is not confined by existing jurisdictional boundaries. Although Garden Grove, Santa Ana, and Fountain Valley provided the partnership and leadership that made this effort possible, these guidelines are intended to serve Little Saigon beyond the influence of the three participating cities. As Little Saigon’s cultural and economic presence continues to grow, other cities and communities with established Vietnamese-American commercial and cultural areas are invited to adopt or adapt these guidelines.

Ultimately, the Little Saigon Design Guidelines provide a common resource for strengthening Little Saigon while respecting the diversity and individuality of the communities that comprise it. Together with complementary efforts focused on tourism, district organization, marketing, infrastructure, and business development, they support a larger vision: to celebrate and preserve Little Saigon’s cultural identity while leveraging its unique assets to attract visitors and investment, support local businesses and entrepreneurship, create economic opportunity and quality jobs, and ensure that Little Saigon continues to thrive for generations to come.

Ursula Luna-Reynosa

City of Garden Grove
Assistant City Manager &
Economic Development and Housing Director



1

INTRODUCTION



Introduction

Celebrating Little Saigon’s cultural heritage

The oldest Vietnamese community in the United States is known as Little Saigon. It is a vibrant cultural and commercial hub that continues to evolve and grow. Following the Fall of Saigon in 1975, South Vietnamese refugees resettled in the United States, establishing vibrant communities across the nation, with one of the largest and most influential taking root in Orange County. Centered on Bolsa Avenue, Little Saigon is known for its bustling markets, authentic cuisine, cultural festivals, and Vietnamese-language media. Over the decades, it has become not only a vital economic engine for the region but also a symbol of identity, resilience, and unity. for generations of Vietnamese Americans in Orange County.

Little Saigon presents a significant opportunity to be leveraged as a premiere statewide destination for cultural tourism, drawing visitors seeking authentic and immersive experiences. With its rich history, dynamic culturally-inspired dining establishments, markets, and institutions, Little Saigon offers a compelling narrative that resonates far beyond Orange County. By promoting heritage tours,

culinary experiences, traditional festivals such as Tet Festival, and Vietnamese arts and crafts, Little Saigon can attract tourists from across California and beyond. Strategic investment in infrastructure, signage, marketing and partnerships with travel and cultural organizations can further position Little Saigon as a vibrant, year-round cultural destination that celebrates diversity and boosts the regional economy.

Communicate Culture Through The Lens of Design

This project seeks to establish a set of design guidelines for Little Saigon that balances cultural authenticity with modern development standards. These design guidelines will provide guidance to local governments, developers, businesses, and property owners when developing new projects, improvements, or renovations. By establishing a unifying vision for matters of site design, architecture, signage, and other design components, the Little Saigon Area can continue to grow as a regional and statewide cultural destination that uniquely balances design, investment, tourism, and community pride.

Image Below: Vietnam War Memorial, Westminster, CA

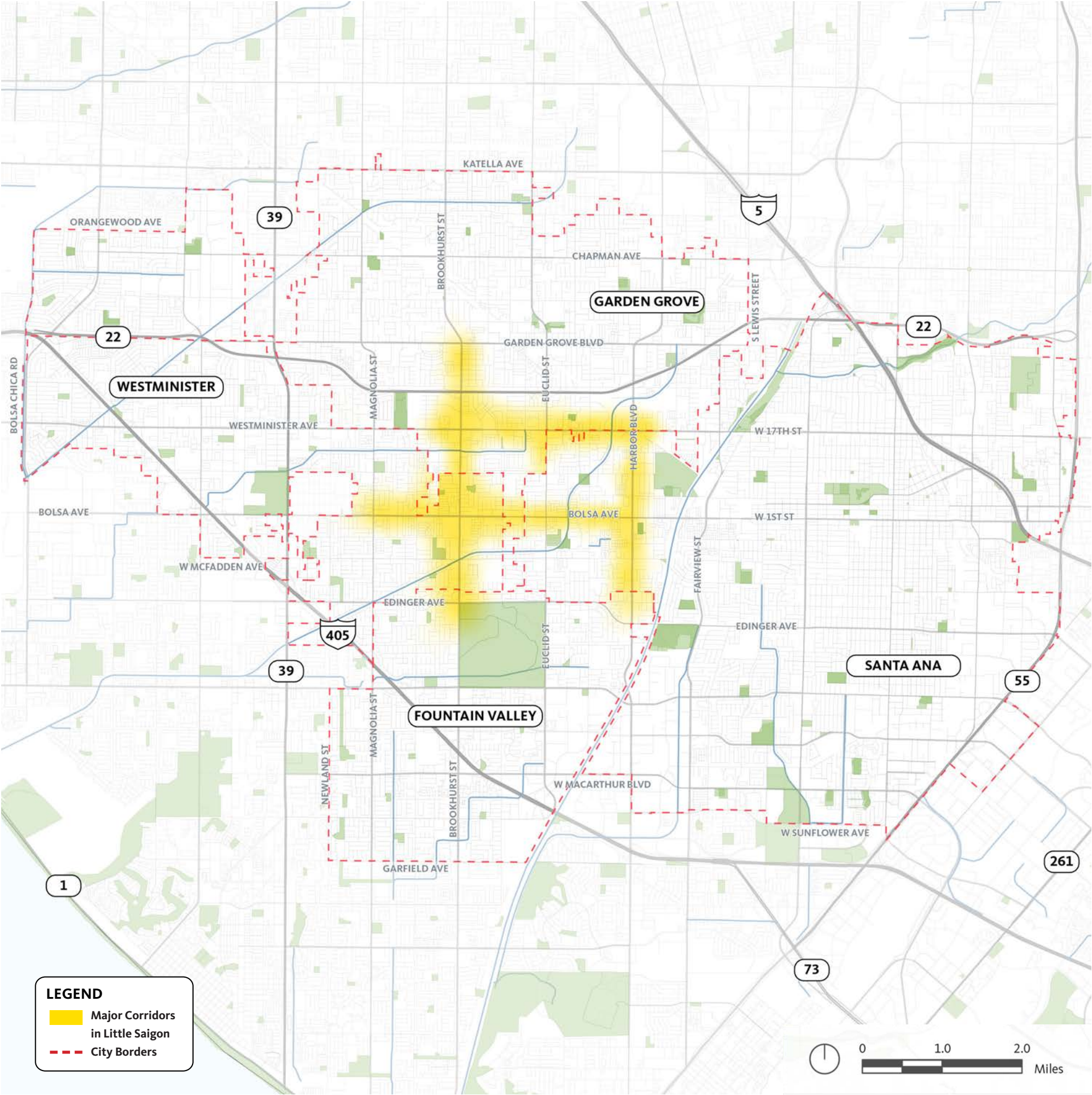


Defining Little Saigon

The Vietnamese community in Orange County has been a defining cultural presence for over 50 years, and is now home to the largest and oldest Vietnamese population in the entire country. While the most significant waves of immigration were experienced throughout the 1970s and early 1990s, the area known locally as Little Saigon is now home to a thriving and diverse mixture of native Vietnamese, Vietnamese-Americans, and the broader multi-cultural and multi-ethnic profile of the wider Orange County region.

Little Saigon occupies a unique pattern of urban development which sets it apart from other recognizable ethnic neighborhoods: rather than being bound within a specific network of streets or clearly established jurisdictional borders, Little Saigon is more dispersed throughout the county and is more accurately characterized as a series of neighborhoods where a substantial population of Vietnamese residents, stores, and cultural institutions, can be found. Importantly, Little Saigon is not an exclusive or mono-ethnic enclave where only Vietnamese people, language, or culture is expressed, as many other populations call these neighborhoods home.

While these design guidelines were prepared specifically at the request of the Cities of Garden Grove, Fountain Valley, and Santa Ana, any city that contains a portion of Little Saigon now or in the future is welcome to adopt these guidelines.



Community Snapshot

Little Saigon is a collection of sites, sounds, colors, textures, and moods. It is a diverse canvas of cultural expression, manifesting throughout the community as a collection of design motifs, materials, sculptures, and other celebrations of Vietnamese heritage and history.



Garden Grove Plaza, Garden Grove



Lien Hue 2, Garden Grove



Banh Mi Che Cali, Garden Grove



Mall of Fortune, Garden Grove



Euclid Retail Center, Garden Grove



Duc Huong, Garden Grove



Chua Hue Quang Temple, Santa Ana



Chua Bat Nha Temple, Santa Ana



Chua Hue Quang Temple, Santa Ana



Chua Bat Nha Temple, Santa Ana



Chua Hue Quang Temple, Santa Ana



Today Plaza, Westminster



Vietnam War Memorial, Westminster



Bolsa Mini Mall, Westminster

Design as a Conduit

The community of Little Saigon has grown organically across the decades. While each city that comprises a portion of Little Saigon has experienced unique patterns of growth, development, and investment that form a unique urban context, the influence of the local Vietnamese community has gradually ingrained itself throughout the residential and commercial neighborhoods in a familiar pattern of design and cultural expressions.

Each resident, homeowner, store owner, and tenant has identified unique and interesting conduits for which to express their pride in Vietnamese culture, heritage, and identity. Through every choice of window display, floral arrangement, advertising font or language, the community of Little Saigon introduces a part of their traditions into the surrounding built environment for all to see and experience.

Navigating through Little Saigon today, one witnesses the vibrant colors, building materials, and architectural expressions of Vietnamese culture in a variety of settings: monuments and statues rooted in public plazas and parks, each evoking critical historic moments both celebratory and somber; Vietnamese flags and banners providing contrasting colors and patterns to the Stars and Stripes, hung from windows, building awnings, and over pedestrian walkways along commercial strips; buildings and temples projecting a unique curved roof line, adorned with distinctive tiles and wood paneling; plaza directories cataloging Vietnamese business and commercial establishments alongside familiar American brands and stores.

No two design expressions are alike, yet collectively imbue the urban fabric with a familiar and recognizable character that invites all to participate in experiencing Little Saigon’s hospitality and joy.



Garden Grove Plaza, Garden Grove



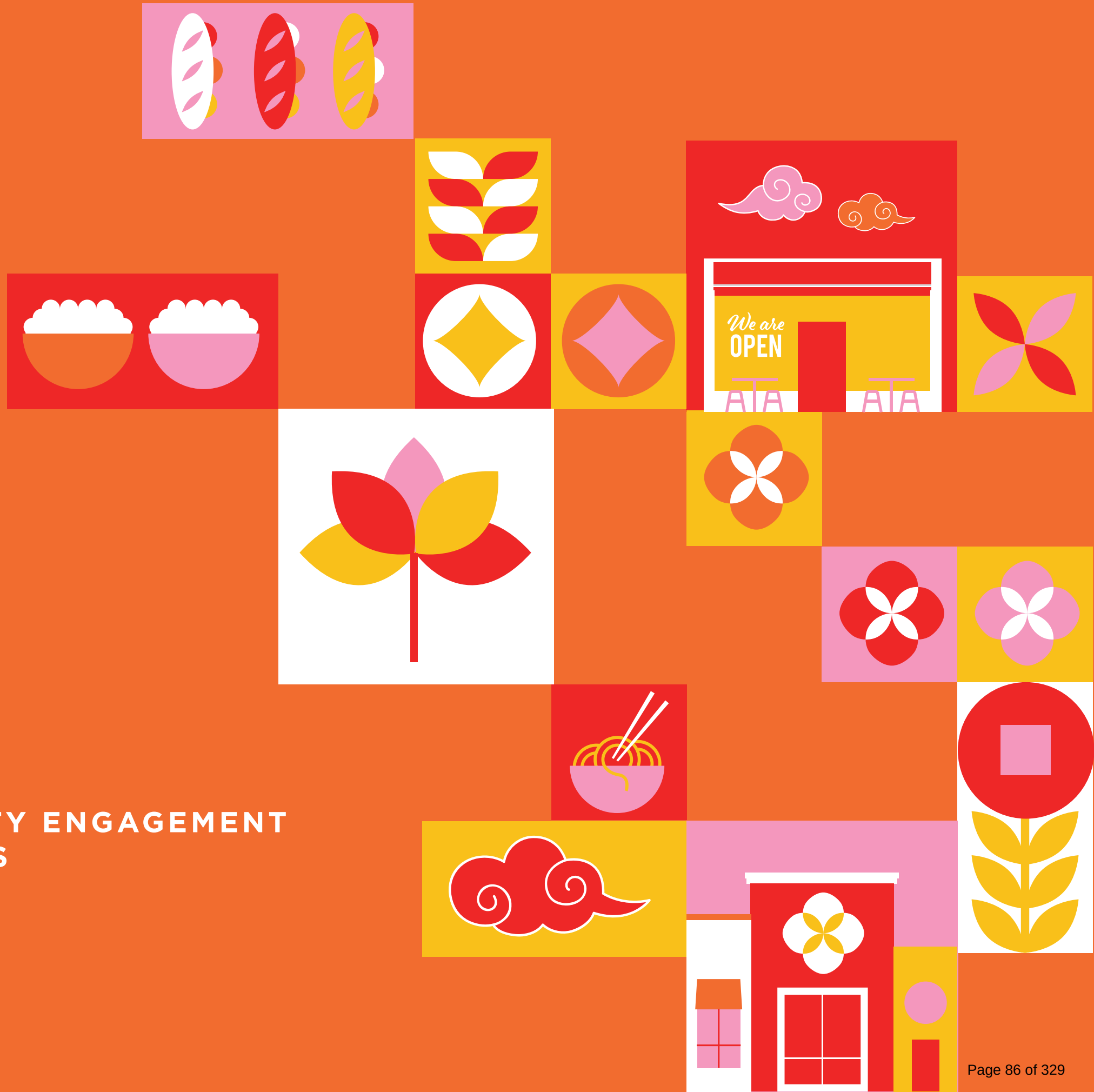
Hue Quang Buddhist Temple, Santa Ana



Fountain Valley Town Center, Fountain Valley

A large, stylized white number '2' is centered on a solid orange background. The number has a thick, rounded, and slightly irregular appearance, giving it a hand-drawn or graphic feel. It occupies most of the frame.

COMMUNITY ENGAGEMENT & PROCESS



Engaging Little Saigon

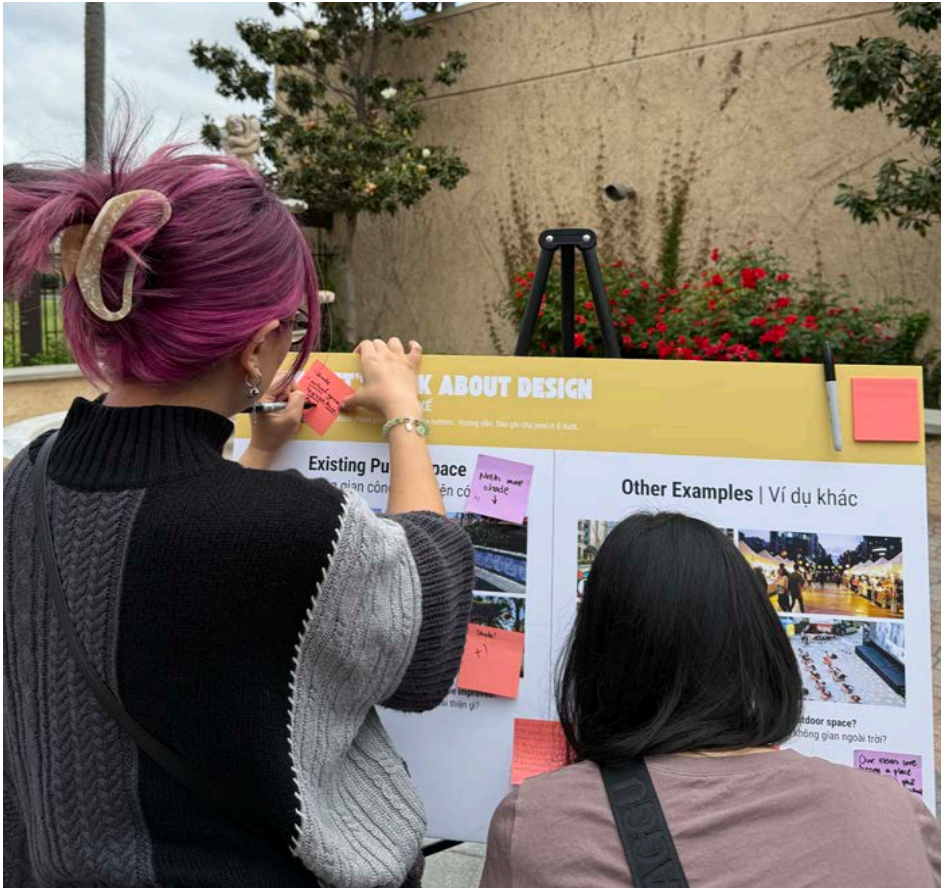
The Cities of Garden Grove, Fountain Valley, and Santa Ana retained Gensler to craft an inclusive community engagement campaign that explored how stakeholders experience the spatial and physical dimensions of Little Saigon, and where gaps and opportunities might exist. The sessions brought together residents, business owners, property owners, cultural leaders, and civic organizations from all three jurisdictions.

Engagement activities also probed questions of aesthetics and identity, inviting the community to define what feels authentic and visually representative of who they are. Rather than imposing a predetermined design vision, the process surfaced the community’s own language around place, memory, and cultural expression.

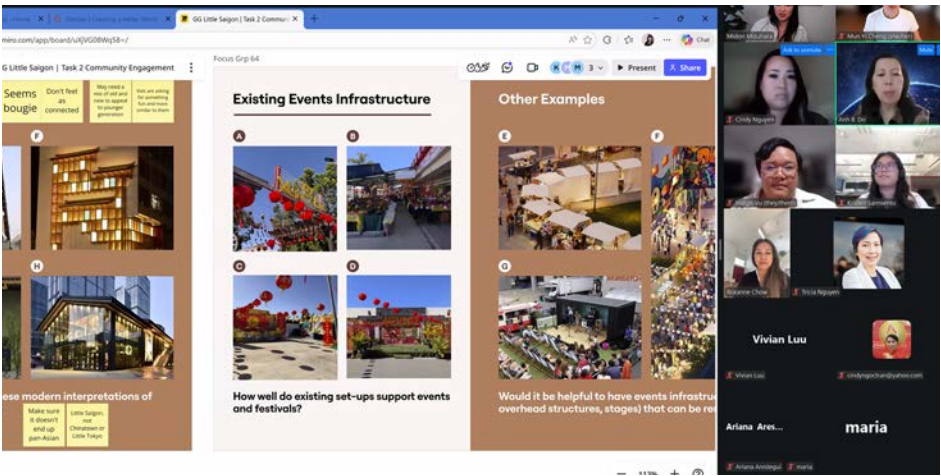
This early, sustained community co-creation is foundational to the success of the Little Saigon Design Guidelines. Standards shaped with the community, not for it, earn far more genuine buy-in from the residents, business owners, and property owners who bring them to life. That buy-in determines whether guidelines stay on a shelf or become a living framework that are applied across the district.



Garden Grove Community Center, Garden Grove



Garden Grove Community Center, Garden Grove



HỘI THẢO CỘNG ĐỒNG VỀ THIẾT KẾ CHO LITTLE SAIGON



Hãy tham gia cùng chúng tôi và góp ý xây dựng Định hướng Thiết kế cho Little Saigon

Thứ Bảy, 25 Tháng Tư | 11 AM - 1 PM
Garden Grove Courtyard Center | 12732 Main St, Garden Grove, CA 92840

Với bề dày lịch sử và sự năng động của Văn hóa Việt-Mỹ, Little Saigon là một trung tâm văn hóa và thương mại đầy sức sống, được mở rộng từ Santa Ana đến Garden Grove, Fountain Valley và các khu vực lân cận. Kính mời quý vị tham gia buổi hội thảo về định hướng thiết kế này. Chúng tôi rất mong được lắng nghe ý tưởng của quý vị về cách tiếp tục cải thiện diện mạo của Little Saigon cho thế hệ mai sau.

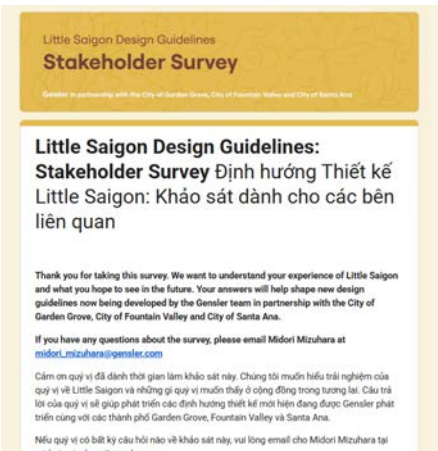


A Community Led Process

Over the seven-month project timeline, more than 100 community members and stakeholders were engaged through six touch points. These engagements were offered in a variety of formats and languages to create an accessible atmosphere and lower barriers to entry for those new to civic engagement processes. Garden Grove, Fountain Valley, and Santa Ana each marketed engagement opportunities in English and Vietnamese through social media, press releases, and public access television. Each engagement was strategically designed to gather input for the next phase of work, forming an iterative process that directly shaped the design guidelines deliverable. The first phase of engagement and listening sessions shaped the draft Design Guidelines, and the second phase informed the final Design Guidelines.



Garden Grove Community Center
Garden Grove



Fountain Valley Rec Center
Fountain Valley



FEBRUARY 2026
Project Kick-Off

**SPRING: DISCOVERY
COMMUNITY ENGAGEMENT
PHASE 1**

**Virtual Marketing
Campaign & Messaging**

Virtual Stakeholder Focus Groups
March 24th, 25th, 30th, 2026

In-Person Community Workshop
April 25th, 2026

Online Survey
Open from April 3rd to May 8th, 2026

LATE SPRING
Consultants drafted preliminary design guidelines.

**SUMMER: REFINEMENT
COMMUNITY ENGAGEMENT
PHASE 2**

**Virtual Marketing
Campaign & Messaging**

In-Person Community Workshop
June 20th, 2026

LATE SUMMER-FALL
Consultants refined final design guidelines.

SEPTEMBER 2026
Project Finalization

Little Saigon Today

In the first phase of engagement activities, community members surfaced the current strengths and weaknesses of Little Saigon. These insights gave the team a starting point and context for analyzing potential opportunities and solutions. The following pages highlight the opportunities and lessons learned that were carried forward into the design guidelines.

Strengths

Deep community roots

Multi-generational households, strong family ties, and a growing 2nd and 3rd generation Vietnamese-American presence anchor Little Saigon’s community.

A living fusion culture

Vietnamese, American, and other cultural influences have woven together over decades into a cultural fusion unique to Little Saigon. Today, it is expressed in food, fashion, language, and civic life.

Enduring cultural and community institutions

From bilingual schools to community organizations and nationally recognized advocacy groups, Little Saigon has established institutes that support and uplift residents.

Food as a cultural cornerstone

Food is Little Saigon’s most visible and widely celebrated asset. Nearly unanimously celebrated by participants, it remains the most well-known and accessible aspect of Little Saigon to visitors.

Weaknesses

Fragmented district identity

Little Saigon lacks a shared vision across its multiple jurisdictional boundaries. Plazas, monuments, religious facilities, and attractions remain disconnected, with no coordinated strategy for branding, wayfinding, or tourism.

Limited mobility and accessibility

Little Saigon is predominantly car-dependent, with poor pedestrian and bike infrastructure, and underused public transit. Non-drivers, particularly seniors and youth, face significant barriers to getting around.

Insufficient public space and amenities

Publicly accessible gathering spaces are scarce and underutilized, shade and cleanliness are recurring concerns, and access to green space is limited.

Lack of youth appeal

Youth without ties to religious facilities or community clubs report a weak connection to Little Saigon as a place. Nightlife and venues for contemporary Vietnamese-American culture are largely absent, pushing younger residents to seek those experiences elsewhere.



Right Image: Hue Quang Buddhist Temple, Santa Ana

Honoring Little Saigon's Roots

Preserve and Build on Little Saigon's Existing Nostalgic and Layered Character

Since Little Saigon's origins in the mid-to-late 1970s and the establishment of the area's first businesses, multiple waves of immigration have shaped the district. Each decade has added its own layer to the visual timeline of the district. The result is a fascinating and diverse look and feel, one that celebrates the beauty of different people and decades coming together in one place over time. Little Saigon's signage, architectural details, and visual diversity are widely valued by the community as expressions of cultural memory and identity.

Legacy plaza signs, distinctive architectural features, and varied colors reflect the entrepreneurial grit and lived experience of the Vietnamese immigrants who built the district.

At the same time, the community supports building on these features to improve legibility and district cohesion. Clearer wayfinding, more visible district markers, and greater consistency in signage can help visitors recognize when they are in Little Saigon, while reinforcing pride and stewardship among community members.

Future updates should strengthen Vietnamese-specific identity through culturally meaningful colors, language, and forms, while remaining community-informed, accessible, and respectful of the district's layered history.



Iconic plaza sign with layered, bilingual typography reflecting Little Saigon's cultural identity.

Mall of Fortune, Garden Grove



Temporary decorations for festivals such as Lunar New Year.

Chua Hue Quang Temple, Santa Ana



Temple architecture invoking Vietnamese traditional roots is nostalgic for many community members.

Hue Quang Buddhist Temple, Santa Ana



Bus shelter with Vietnamese-inspired roof integrating cultural identity into everyday public infrastructure.

Bolsa Ave, Westminster

Cultural Expression in Many Forms

Celebrate the Unique Spectrum of Vietnamese and Vietnamese-American Design Aesthetics

Vietnamese-American identity is often expressed through everyday materials, colors, objects, and visual styles. Community feedback highlights strong connections to wood and bamboo, metalwork, and Vietnamese craft traditions. These are elements that carry cultural memory while remaining practical and adaptable.

Retro color palettes, expressive hand-lettered fonts, and signage styles associated with Vietnamese storefronts and street-food culture are widely recognized as nostalgic, but are also experiencing renewed relevance in contemporary design. When implemented with a contemporary hand, these elements can feel both familiar and fresh, honoring the past while appealing to younger generations.

Crafts such as woven forms, lanterns, and artisan details are seen as underrepresented, presenting an opportunity to elevate cultural presence in ways that feel current rather than themed. Thoughtfully integrating these materials and visual cues into signage, furnishings, and design details can reinforce Little Saigon as a culturally specific, expressive, and evolving district across generations.



Materials such as wood, bamboo, and metalwork are frequently cited by community members as warm and familiar design choices.



Lanterns, traditional crafts, and natural motifs like the lotus are culturally meaningful ways to bring artisanship, color, and warmth into design elements.



Retro, hand-lettered signage is often described as nostalgic yet contemporary, with personality that feels approachable and distinctive.



The desire to balance traditional Vietnamese and French architectural styles came up often as a way to signal a connection to Vietnam.

Fostering Community Through Design

Enabling Cultural and Social Activities is Just as Important as Physical Design Aesthetics

Community feedback emphasizes the need for more comfortable, publicly accessible third spaces: places where people can gather and feel welcome across ages, backgrounds, and abilities. Many distinctively Vietnamese-American cultural practices, from lingering with friends over slowly brewing coffee in an intimate shaded patio, to celebrating the New Year festivals in a large open plaza, depend on welcoming high-quality outdoor spaces of many scales.

Community members consistently point to the absence of basic amenities: ample shade, seating designed for lingering, meaningful greenery, and clean, well-maintained spaces that feel safe and cared for. These elements are viewed as non-negotiable foundations for any successful public space.

Spaces should accommodate everyday, informal activities such as sitting, talking, playing board games, people-watching, or resting between errands, especially for elders, families, and youth. Accessibility for seniors and people with disabilities is a recurring priority, as is visibility and integration with surrounding businesses and streets.

Third spaces encourage daily use, intergenerational connection, and community pride, strengthening Little Saigon as a place to gather, stay, and belong year-round.



Family-friendly spaces and programming such as play areas that could be designed with Vietnamese-American cultural elements.



Community members supported temporary markets as opportunities for local vendors, cultural expression, and attracting visitors.



During engagement, community members consistently favored public spaces integrated with greenery for comfort and lingering.



Underutilized spaces in parking lots and between buildings present opportunities to introduce additional publicly accessible third space.

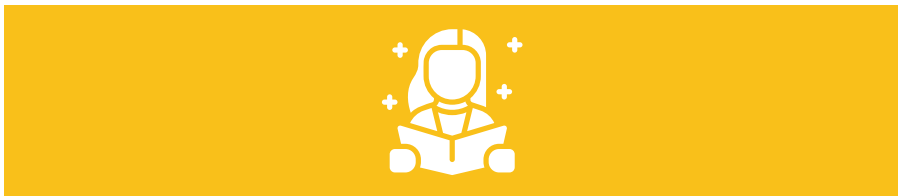
Design Values

Shaped by community voices and refined hand-in-hand with community members throughout the project, these design values are the core of this Design Guidelines document, guiding every design guideline and serving as a north star for the project’s vision.



Design for Hospitality First

- Plan for welcoming moments at all scales, from signage to infrastructure to activities
- Little Saigon should feel approachable to everyone, whether residents and visitors, elders and youths, the able-bodied and people with disabilities
- Prioritize ease of access and mobility



Honor Memory and Storytelling

- The memories, aesthetics, and institutions that have shaped Little Saigon are its foundation - design should layer the new onto the existing
- Celebrate the full range of Vietnamese-American life and identity in Little Saigon



Look to the Future

- Ensure that future generations have a sense of belonging in Little Saigon, with design aesthetics, spaces, and activities that include youth
- Focus on supporting families with spaces, infrastructure and activities they need to thrive in Little Saigon



Embrace Nature and Leverage the Outdoors

- Southern California’s good weather is one of Little Saigon’s greatest assets
- There is a cultural affinity for outdoor public spaces, but greenery and shade are sorely lacking
- Every public space should be designed for life, with shade, greenery, seating, and programmed activities



Stay Flexible and Tactical

- Prioritize solutions that are feasible for small business owners and flexible across property types
- Explore ways to support implementation through grants and shared resources cross-city



Prioritize Coordination and Cooperation

- Continue to use this project as an opportunity to bring diverse constituents together around a common goal
- Activate local businesses, community organizations and artists/musicians to work collaboratively rather than in silos

3

USER GUIDE



Understanding Design Guidelines

What are design guidelines?

Design guidelines are a set of recommendations and strategies that inform the creation of built spaces within a defined area. They are written as flexible, at times subjective statements that provide readers a framework for how buildings, larger project sites, and other developed spaces could be designed. Design guidelines are typically not prescriptive or written as specific directions that must be followed without room for interpretation – these stricter types of regulations are usually referred to as design standards.

Design guidelines as presented in this document are not intended to override existing zoning or land use regulations, which are typically regulated by individual cities or jurisdictions through other mechanisms such as the zoning code, general plan, or area plans.

The design guidelines included in this document serve as an extension of the vision and design principles described in previous sections, and are written for a diverse audience and range of stakeholders who play an active role in developing properties, designing buildings, managing storefronts, or creating spaces for people to visit, shop, work, and dwell.

How do design guidelines work?

Readers should review these guidelines as a set of best practices and recommendations when considering the design of a building, property, or communal area located within the **Little Saigon Area**. While the Cities of **Garden Grove, Fountain Valley, and Santa Ana** commissioned these guidelines, other cities that have a critical mass of Vietnamese American businesses located within commercial corridors are welcome to adopt these guidelines as well.

Design guidelines for this document are organized into the following topics:

- **Streetscape and Public Realm**, which regulates streets, sidewalks, parking areas, and other spaces that mostly cater to the movement of vehicles, bicycles, and pedestrians;
- **Site Design**, which provides guidance for open spaces, parking, pedestrian areas, and other community-oriented spaces;
- **Architecture**, which focuses on building form, location, placement, and the design of facades and storefronts; and
- **Signage & Wayfinding**, which focuses on the design of banners, gateways, and other structures intended as outward-facing means of communication or expression.

These design guidelines do not only apply to brand new buildings, but can also inform renovations, tenant improvements, or redevelopment of existing properties.

What other regulations apply?

The topics included in this document do not represent a comprehensive set of design criteria that are intended to apply uniformly to every project within the plan area. This document is also not a substitute for any existing regulatory standards that may be formalized through legislative document such as local zoning codes.

Each city within the Little Saigon Area, or any city that chooses to adopt these guidelines shall continue to maintain its own set of development standards, review processes, and regulatory requirements. Applicable development standards for any project are contingent on the address and location of the site.

This document and its recommendations shall not override any existing zoning, land use regulations, engineering requirements, and other applicable standards legislated by local planning, public works, or building departments through other regulatory mechanisms such as the zoning code, general plan, area plans, or engineering design guidelines.

Individual property owners are encouraged to refer to the local authority having jurisdiction (AHJ) for additional information or clarity regarding applicable design regulations and standards, including:

- **City of Garden Grove** - Planning Services
ggcity.org/planning
- **City of Santa Ana** - Planning & Building Agency
santa-ana.org/departments/planning-and-building
- **City of Fountain Valley** - Planning Division
fountainvalley.org/420/Planning-Division

Navigating This Document

The **Section Title**, denoted by a number and sub-letter, will appear at the beginning of each new topic. The Section Title uses an alpha-numeric prefix and ties back to a specific chapter of the document. For example, Guideline 1.2 is the second guideline of Chapter 1. The Section Title includes a short description of the topic.

The **Introduction** provides a narrative summary of the key goals of the guidelines, and why it is meaningful to defining the Little Saigon community.

A **Community Quote** may be included. These statements provide a local perspective on the topic, as communicated during several engagement events which are described in further detail in **Chapter 2**.

Supporting **sources** are identified through footnotes throughout the document. These references highlight city plans, design guidelines, municipal codes, and other documents that informed the recommendations.

Implementation symbols identify the stakeholders most likely to implement each recommendation. Depending on the guideline, implementation may involve a City Agency, Property Owner, Business Owner, or a combination of these stakeholders.

The **Design Guidelines** are presented as bullet points and associating sub-bullets, and provide a written description of the design recommendation. The text may include specific metrics (ex. 10-feet), but shall not be interpreted as a requirement.

Images, diagrams, and captions provide an example of how the guidelines may be met. Where provided, images and diagrams are intended to be illustrative, and are not indicative of a final design.

LITTLE SAIGON DESIGN GUIDELINES

4.2 Reinforce District Identity Through Culturally Inspired Streetscape Elements

Little Saigon's public realm should celebrate the culture, history, and traditions of the Vietnamese American community through a cohesive family of streetscape elements. Thoughtful integration of public art, lighting, furnishings, landscaping, and cultural motifs can reinforce district identity, foster community pride, and create a memorable sense of place for residents and visitors alike.

"Every street should help tell the story of our community."

Sources:

1. APBP Bicycle Parking Guidelines
2. NACTO Urban Street Design Guide
3. Illuminating Engineering Society

City/Public Agency

Developer/Property Owner

Private Business Owner



Culturally inspired transit shelter with decorative screening panels



Decorative bicycle parking integrated into the furnishing zone



Pedestrian lighting inspired by traditional lantern forms

- Locate seating and bicycle parking near building entrances, transit stops, and public gathering spaces.
 - Bicycle parking should be located within 50 feet of the primary building entrance.¹
- Incorporate culturally inspired lighting fixtures and lantern-themed elements with coordinated nighttime lighting treatments along commercial corridors, gateways, plazas, and gathering spaces.
 - Illuminate public art, monuments, and cultural landmarks.
 - Install street lighting approximately 12-16 feet tall at intervals of 60-100 feet apart.²
 - Utilize warm white lighting (2700-3000K).³
 - Select low light pollution fixtures by utilizing fully shielded, downward-directed lighting that minimizes glare and light spill.
- Establish a cohesive family of street furnishings, including benches, trash receptacles, bicycle racks, transit shelters, and bollards.
 - Utilize durable, low-maintenance materials such as powder-coated steel or cast metal.
 - Trash container areas should follow city standards regarding refuse, recycables, and organics
- Utilize furnishing zones between pedestrian walkways and travel lanes to accommodate street furniture, landscaping, bicycle parking, and other amenities.
 - Avoid placing furnishing within curb ramp landing areas.
- Coordinate streetscape materials, colors, finishes, and design details between cities.
 - Utilize a common palette of 3-5 primary materials and 2-3 accent materials.

** Each topic in this document follows a similar format, although the layout, graphics and imagery, and details of each individual guideline may vary.*

Glossary

American with Disabilities Act (ADA)

A federal civil rights law that prohibits discrimination against people with disabilities in everyday activities. The ADA guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, purchase goods and services, and participate in state and local government programs.

Amenities

A feature that helps to provide comfort, convenience, or enjoyment.

Arcade

An arched covered passageway or avenue (as between shops); A series of arches with their columns or piers.

Architecture

The art or practice of designing and building structures, especially habitable ones; Focuses on building form, location, placement, and the design of facades and storefronts.

Attractions

An attraction is a specific location, exhibit, or event that provides entertainment and draws visitors. They are usually valued for their historical significance, culture, or natural beauty.

Awning

A roof-like cover extending over or in front of a place (as over the deck or in front of a door or window) as a shelter.

Bay

A principal compartment of the walls, roof, or other part of a building or of the whole building.

Bioretention

A nature-based stormwater management practice that filters urban runoff through engineered soil and vegetation.

Bioswale

Vegetated, shallow, landscaped depressions designed to capture, treat, and infiltrate stormwater runoff as it moves downstream.

Breeze Block

A light, concrete building block made with cinder or ash (also known as a cinder block);a decorative masonry block with cutouts designed to let the wind pass through.

Bulb Out

A traffic-calming design where the sidewalk extends into the parking lane, narrowing the roadway and providing additional pedestrian space and visibility.

Canopy Trees

Large trees with broad, spreading crowns that provide extensive shade over streets, sidewalks, plazas, parking lots, and outdoor spaces.

Cladding

The non-structural external “skin” of a building.

Color Temperature

Color temperature is a metric that describes the “warmth” or “coolness” of a light source, measured in degrees Kelvin (K). Lower temperatures (such as 2700K) produce warm, reddish-yellow light, while higher temperatures (such as 5000K+) produce cool, blue-white light.

Community Engagement

The collaborative framework where design professionals, stakeholders, and end-users co-create the built environment. It integrates local feedback into planning, ensuring spaces reflect the cultural, social, and functional needs of residents.

Cornice

The molded and projecting horizontal member that crowns an architectural composition.

Destination

The specific place where someone or something is going, or the intended end point of a journey. It acts as a goal or the final stop on a route.

Facade

The front of a building.

Fenestration

The arrangement, proportioning, and design of windows and doors in a building.

Glossary

Flowering Plants

Herbaceous plants and perennials grown primarily for their colorful blooms and seasonal interest.

Foliage

A cluster of leaves, flowers, and branches.

Frontage

The land between the front of a building and the street.

Furnishings

All the movable accessories—such as rugs, curtains, appliances, and furniture—that make a space livable, comfortable, or functional.

Glazing

The glass panes themselves, or the professional trade and process of fitting glass into window frames and doors.

Groundcovers

Low-growing plants that spread across the ground to cover exposed soil and reduce the need for turf.

Iterative Process

A cyclical method of planning, creating, testing, and refining a project or product.

Median

The physical barrier or strip of land that separates opposing lanes of traffic.

Micro-Mobility

The use of small, lightweight vehicles—such as electric scooters, bikes, electric bikes, electric skateboards, hoverboards, segways, cyclos, and unicycles—for short-distance urban trips.

Ornamentation

The act of decorating, the state of being decorated, or the decorative elements themselves.

Ornamental Grasses

Decorative grasses valued for their seasonal texture and movement.

Parapet

A low wall or railing to protect the edge of a platform, roof, or bridge.

Parklet

An outdoor seating area erected alongside a public sidewalk especially for use by patrons of an adjoining bar or restaurant.

“Park Once” Experience

A compact district where you can park your car in a single spot and explore multiple destinations on foot, rather than driving between locations

Pilaster

An upright architectural member that is rectangular in plan and is structurally a pier but architecturally treated as a column and that usually projects a third of its width or less from the wall.

Placemaking

A people-centered urban design approach that re-imagines public spaces to strengthen the connection between people and their communities.

Public Art

A type of steel that has been protected with a durable, dry polymer resin and pigment finish. This process creates a tough, continuous layer that significantly outlasts traditional liquid paint.

Public Art

Art in any media whose form, function, and meaning are created for the general public.

Public Realm

The places where people gather, linger, and experience the culture of Little Saigon, regardless of whether on public or private property.

Public Right-of-Way

The street, sidewalk and parkway areas that are used by the public as a means of travel.

Pylon

A tall, freestanding outdoor sign supported by one or two poles or columns, designed to be easily seen from a distance by fast-moving traffic.

Setback

The minimum distance a structure must be positioned from property lines, streets, or natural features.

Glossary

Signage

A collection or system of signs used to visually communicate information, identify a brand, provide directions, or issue warnings.

Site Design

Provides guidance for open spaces, parking, pedestrian areas, and other community-oriented spaces.

Soffit

The underside of a part or member of a building (as of an overhang or staircase).

Stakeholders

Any person, group, or organization that can affect, be affected by, or has a vested interest in the success or failure of a project, business, or policy such as city officials, residents, developers, property owners, or private business owners.

Streetscape

The physical components that support movement and define the public environment.

Temporary Activations

Short- or medium-term, low-cost interventions that repurpose underutilized public spaces, vacant lots, or empty buildings to test ideas, engage communities, and stimulate local activity.

Third Space

A social environment outside of your home (the first space) and workplace (the second space).

Urban Heat Island Effect

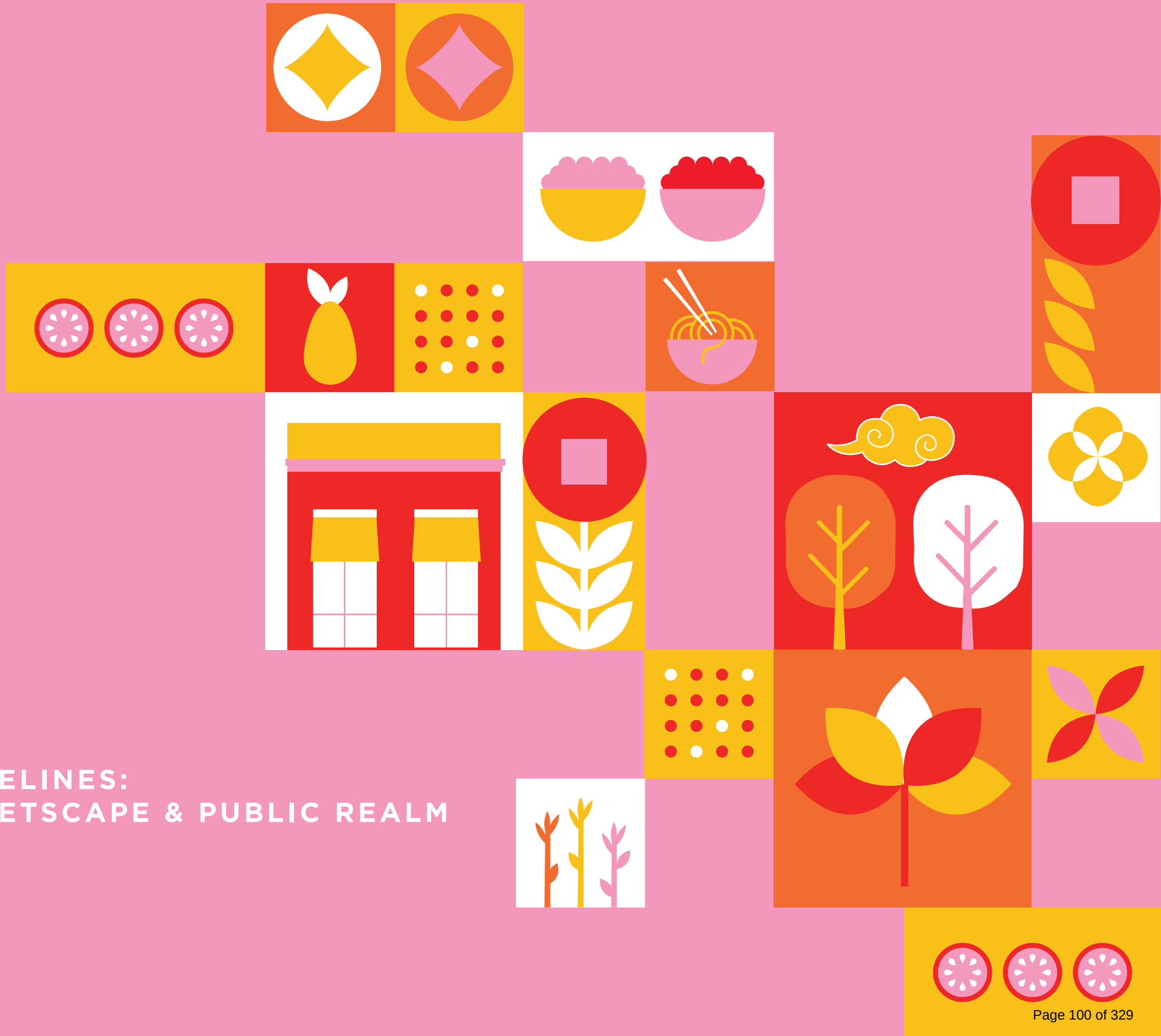
A phenomenon where urban areas experience significantly warmer temperatures—up to 15°F to 20°F hotter—than surrounding rural regions due to human modification of the land surface.

Wayfinding

The process of orienting oneself in a physical environment and navigating to a destination.

4

GUIDELINES: STREETSCAPE & PUBLIC REALM



Streetscape & Public Realm

Introduction

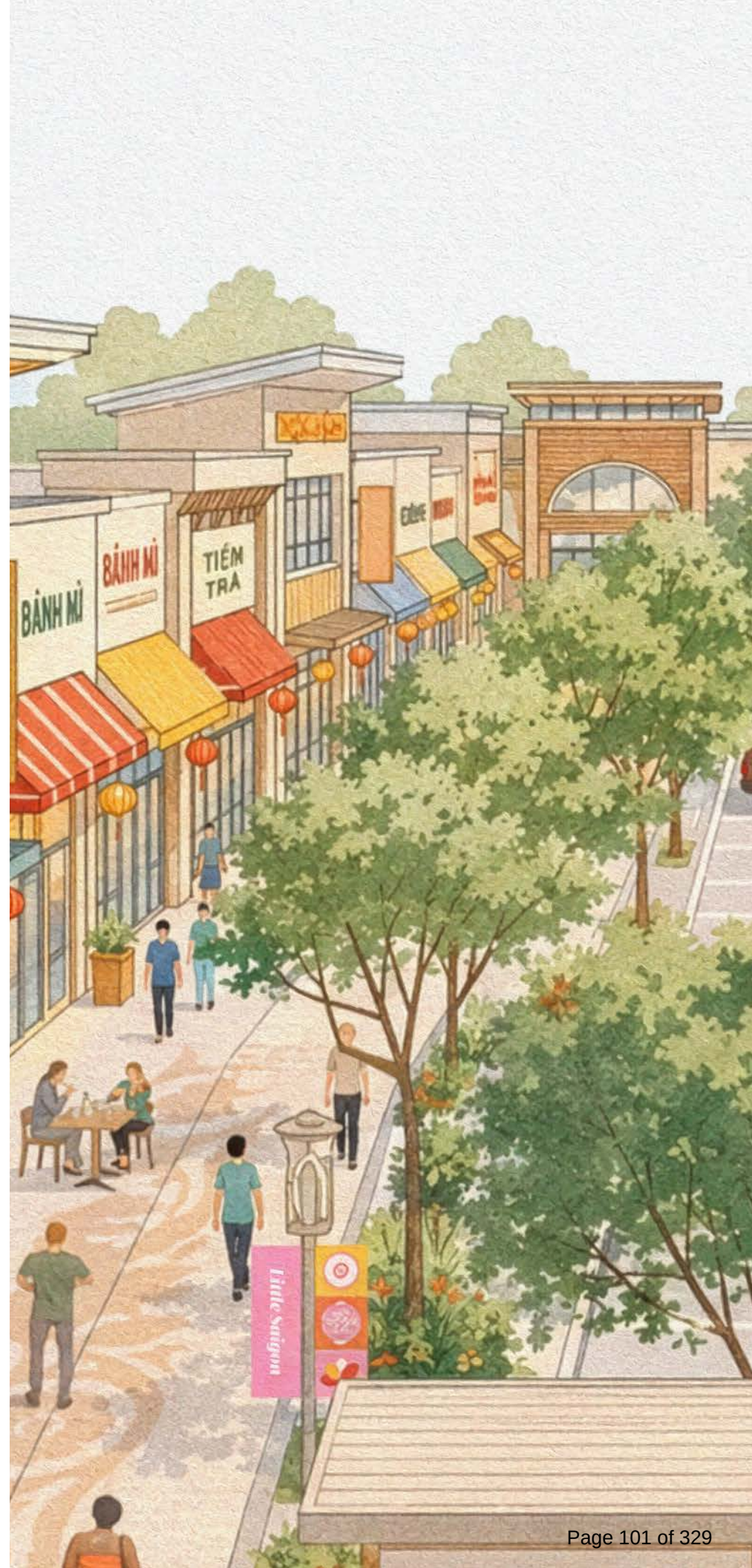
While Little Saigon is recognized for its vibrant culture, thriving businesses, and strong sense of community, much of its physical environment has developed around the automobile. Wide streets, expansive parking lots, and disconnected pedestrian spaces make it difficult to experience the district on foot, even when destinations are located only a short distance apart.

As a result, **visitors often experience Little Saigon as a collection of individual shopping centers rather than a connected district.** Streets, sidewalks, and parking areas primarily serve transportation needs, with fewer opportunities for gathering, cultural expression, and everyday social activity.

The public realm presents an opportunity to strengthen the connections between destinations while creating a more welcoming and memorable visitor experience. Streets, plazas, and sidewalks can become places where people gather, celebrate Vietnamese culture, and discover local businesses, rather than simply spaces for movement between destinations.

Thoughtful investments in pedestrian comfort, cultural placemaking, and public amenities can reinforce Little Saigon’s identity while encouraging exploration throughout the district. A more connected public realm can also foster a stronger sense of arrival, making it easier for visitors to recognize Little Saigon as a cohesive cultural destination.

This chapter provides guidance for creating streets, sidewalks, plazas, and public spaces that are safe, comfortable, and culturally expressive. The recommendations include both near-term improvements that can be implemented through routine property enhancements and long-term investments requiring coordination among cities, property owners, and other partners. Together, these strategies are intended to strengthen district identity, enhance the visitor experience, and support the long-term vitality of Little Saigon.



Understanding The Elements

Streetscape and public realm work together to shape how people experience Little Saigon. They form the setting for daily life, supporting movement, commerce, and social interaction while creating the connections between individual destinations. Together, these spaces help transform Little Saigon from a collection of shopping centers into a recognizable and memorable district.

Streetscape elements provide the physical components that make streets safe, comfortable, and accessible for everyone. Sidewalks, trees, lighting, furnishings, landscaping, and other pedestrian-oriented improvements support everyday travel while contributing to the identity and character of the district.

Although many of these elements are located within the public right-of-way, they should also extend into private developments wherever possible. Internal walkways, shopping center plazas, and building frontages all play an important role in creating a seamless pedestrian experience that connects with adjacent public spaces.

The public realm focuses on the places where people gather, linger, and experience the culture of Little Saigon. Plazas, outdoor seating, public art, and community gathering spaces create opportunities for everyday activity, cultural celebrations, and social interaction. Together, these spaces strengthen district identity, foster a greater sense of place, and create memorable experiences for residents and visitors alike.

“Make it easier to walk, bike, or take transit around the district.”



Streetscape & Public Realm Improvements

Recommendations

A Street Lighting

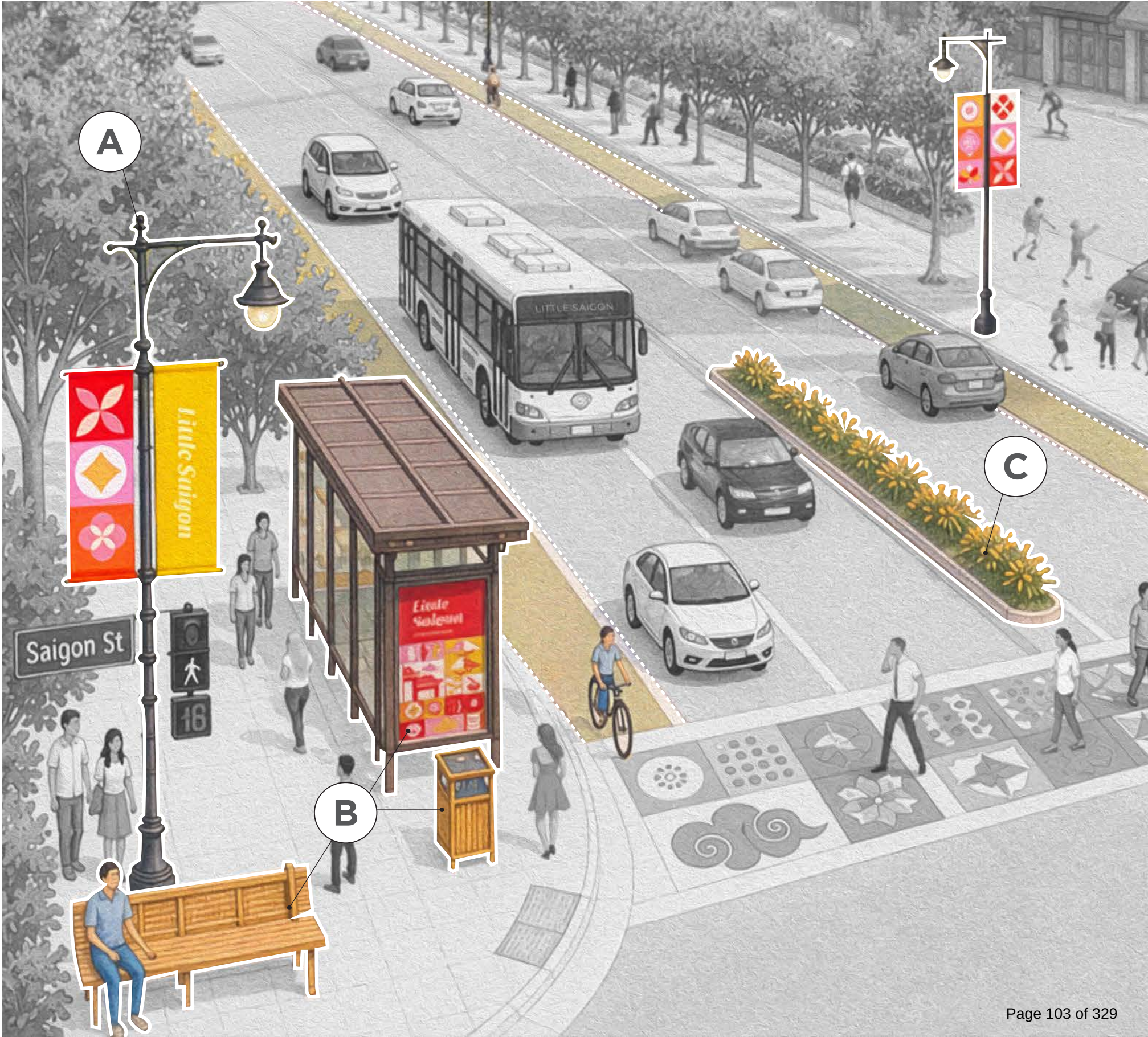
Street lighting establishes a safe and welcoming nighttime environment along major corridors while reflecting Little Saigon's cultural character through decorative fixture design.

B Street Furniture

Street furniture supports everyday pedestrian activity by providing places to rest, gather and wait, while contributing to a cohesive district identity.

C Roadway Medians

Landscaped medians enhance the visual character of roadways while providing opportunities for planting trees and flowers.



Streetscape & Public Realm Improvements

Recommendations

D Bike Lane

Bike lanes clearly identify dedicated bicycle space, improve safety for cyclists, and strengthen the district's active transportation network.

E Pylon

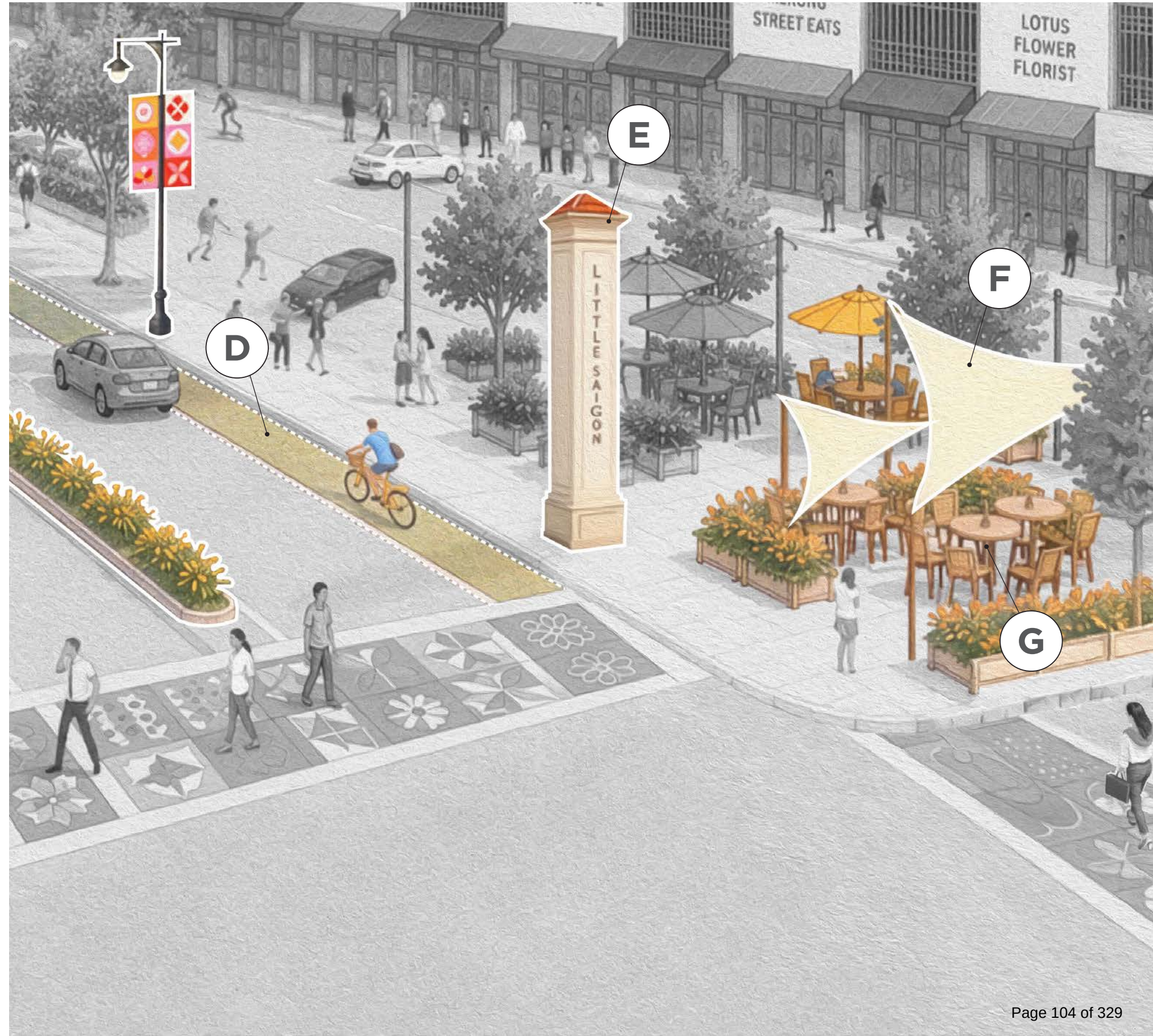
District pylons create prominent arrival markers that welcome visitors into Little Saigon; they can be used as an alternative to gateways or as secondary entry signs at minor street entrances.

F Shade Canopy

Shade canopies provide protection from the sun and create comfortable outdoor seating areas that encourage people to gather and dine.

G Outdoor Seating

Outdoor seating transforms underutilized parking spaces into active gathering areas that support local businesses, encourage social interaction, and create a more vibrant pedestrian environment.



4.1 Create Welcoming Streets that Encourage Walking and Exploration

Streetscape improvements should create comfortable, pedestrian-oriented environments that encourage walking, exploration, and everyday activity throughout the district. As a regional destination, Little Saigon attracts visitors arriving by foot, bicycle, transit, and car; streets should be designed to safely and comfortably accommodate each of these travel modes.

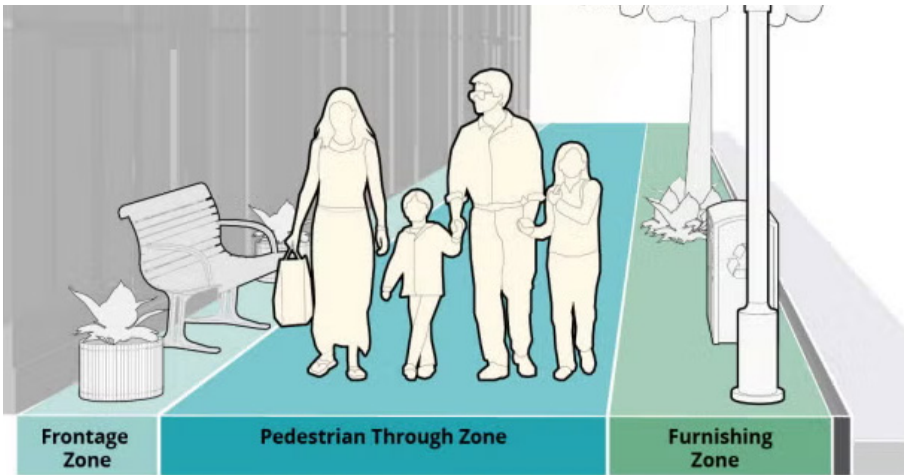
“We want streets that encourage people to slow down, explore local businesses, and connect with one another.”

Sources:

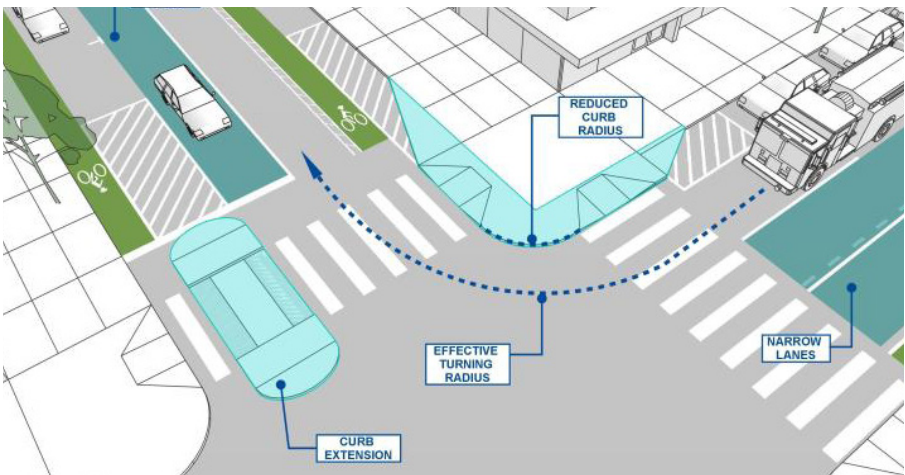
- 1. NACTO Urban Street Design Guide
- 2. City of Los Angeles - Complete Streets Design Guide

-  Incorporate Vietnamese-inspired paving patterns, decorative treatments, and cultural motifs within sidewalks and crossings.
 - Patterns include: Vietnamese textiles, floral symbols, bamboo patterns.
-  Design pedestrian crossings to meet applicable accessibility standards, providing safe and accessible routes with appropriate slopes, clear widths, landings, detectable warnings, and connections to transit stops, parking areas, and building entrances.
-  Provide adequately sized sidewalks organized into three zones, where feasible, while keeping all zones clear of traffic lanes.
 - Consider a frontage zone that is 2-4 feet wide.¹
 - Maintain a clear pedestrian through zone that is 6-8 feet wide.¹
 - Provide a furnishing zone that is 4-8 feet wide.¹

-  Consider pedestrian bulb-outs at high-volume intersections and key mid-block crossings where supported by an engineering study.
 - Provide bulb outs that are 6-8 feet in depth.²
 - Maintain compatibility with roadway operations, applicable design standards, and maintenance requirements.
-  Design intersections and circulation routes to minimize conflicts between pedestrians, cyclists, and vehicles.
 - Minimize curb radii to slow turning vehicles, where feasible.
-  Maintain continuous pedestrian routes between shopping centers, plazas, transit stops, and cultural destinations by eliminating gaps in sidewalks and pedestrian connections.



Organization of the sidewalk into frontage, pedestrian through, and furnishing zones.



Reduced curb return radii and curb extension.



High-visibility mid-block crossing.



City/Public Agency



Developer/Property Owner



Private Business Owner

4.2 Reinforce District Identity Through Culturally Inspired Streetscape Elements

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“Every street should help tell the story of our community.”

Sources:

- 1. APBP Bicycle Parking Guidelines
- 2. NACTO Urban Street Design Guide
- 3. Illuminating Engineering Society

 City/Public Agency

 Developer/Property Owner

 Private Business Owner

-  Locate seating and bicycle parking near building entrances, transit stops, and public gathering spaces.
 - Bicycle parking should be located within 50 feet of the primary building entrance. ¹
-  Incorporate culturally inspired lighting fixtures and lantern-themed elements with coordinated nighttime lighting treatments along commercial corridors, gateways, plazas, and gathering spaces.
 - Illuminate public art, monuments, and cultural landmarks.
 - Install street lighting approximately 12-16 feet tall at intervals of 60-100 feet apart. ²
 - Utilize warm white lighting (2700-3000K). ³
 - Select low light pollution fixtures by utilizing fully shielded, downward-directed lighting that minimizes glare and light spill.

-  Establish a cohesive family of street furnishings, including benches, trash receptacles, bicycle racks, transit shelters, and bollards.
 - Utilize durable, low-maintenance materials such as powder-coated steel or cast metal.
 - Trash container areas should follow city standards regarding refuse, recycables, and organics
-  Utilize furnishing zones between pedestrian walkways and travel lanes to accommodate street furniture, landscaping, bicycle parking, and other amenities.
 - Avoid placing furnishing within curb ramp landing areas.
-  Coordinate streetscape materials, colors, finishes, and design details between cities.
 - Utilize a common palette of 3-5 primary materials and 2-3 accent materials.



Culturally inspired transit shelter with decorative screening panels.



Decorative bicycle parking integrated into the furnishing zone.



Pedestrian lighting inspired by traditional lantern forms.

4.3A Expand Urban Greenery : Public Right of Way

Landscaping is one of the defining elements of a welcoming and memorable public realm. Street trees, planting areas, and other landscape features shape how people experience Little Saigon, creating more comfortable streets while reinforcing the district's unique identity. A coordinated approach to landscape design can strengthen the connections between streets, gateways, and public spaces, creating a more cohesive district. Integrated planting also improves pedestrian comfort, supports environmental resilience, and contributes to a public realm that reflects the character and aspirations of the Little Saigon community.

Sources:

1. City of Treasure Valley Tree Selection Guide
2. City of Garden Grove Tree Selection Guide
3. NACTO Urban Street Design Guide

 Plant continuous rows of shade trees along sidewalks, parkways, transit stops, and major pedestrian corridors.

- Select species capable of achieving 30–40 feet of mature canopy width where feasible.¹
- Within high pedestrian-traffic, space trees 25–35 feet on center, adjusted by mature canopy spread.²
- Coordinate tree placement with lighting, utilities, signs, and accessibility requirements.

 Select and locate landscaping to account for existing utilities, traffic and pedestrian visibility, access points, fire hydrants, signage, and transit stops.

- Choose plants that fit their surroundings, with enough space for roots to grow and manageable irrigation and maintenance needs.
- Clearly define responsibilities for watering, pruning, removal, and replacement.

 Incorporate landscaping within sidewalks, medians, curb extensions, traffic islands, and other roadway features.

- Provide dedicated sidewalk landscape zone that is generally 4-8 feet.³
- Utilize low-growing shrubs and ornamental grasses to maintain visibility.
- Frame gateways and key intersections with seasonal flowering plants where appropriate.
- Incorporate bioswales and bioretention planters where feasible.
- Coordinate planting with pedestrian lighting, furnishings, and wayfinding.

 Maintain clear sightlines within medians, curb extensions, traffic islands, and parkways to support safe visibility of intersections, approaching vehicles, and traffic control devices.

 Turf should not be used within medians, curb extensions, traffic islands, or other roadway right-of-way features



Continuous street tree canopy along a neighborhood corridor.



Layered planting palette with trees, shrubs, grasses, and flowering perennials along the sidewalk.



Vegetated bioswale capturing and filtering stormwater runoff along sidewalk.



4.3B Expand Urban Greenery : Private Development

Landscaping helps transform retail centers from collections of buildings and parking lots into welcoming destinations. Shade trees, planting areas, and outdoor gathering spaces create a more comfortable visitor experience while reinforcing the character of Little Saigon. Extending landscape improvements throughout private developments helps create a stronger connection to the surrounding streetscape while contributing to a greener and more cohesive district. Integrated planting also improves pedestrian comfort, supports environmental resilience, and softens the appearance of buildings and parking areas.



City/Public Agency



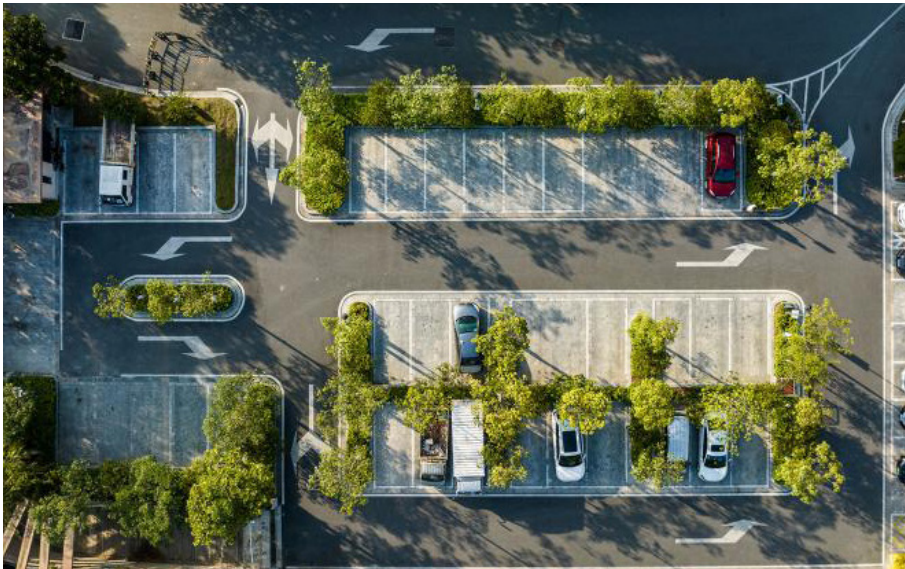
Developer/Property Owner



Private Business Owner

- Integrate landscaping throughout parking areas to reduce heat island effect, improve stormwater management, and provide shade for pedestrians and parked vehicles.
 - Plant shade trees throughout parking lots to provide shade over a significant portion of parking spaces at tree maturity.
 - Maintain clear visibility between vehicles and pedestrians when placing landscaping near driveways and internal circulation.
 - Incorporate bioswales or permeable landscape areas, where feasible based on site drainage, soil and infiltration conditions, utilities, groundwater, and stormwater requirements.
 - Utilize low-water-use shrubs and groundcovers that require minimal maintenance.
 - Where provided, turf may be installed in designated recreational areas or community spaces as an alternative to natural planting.

- Utilize landscaping to define plazas, courtyards, outdoor dining areas, and community gathering spaces.
 - Cluster shade trees around seating areas.
 - Integrate flowering accent trees to provide seasonal interest.
 - Incorporate ornamental planting around public art, fountains, and gathering areas.
 - Utilize fragrant planting near seating and outdoor dining.
- Incorporate landscaping along storefronts to soften building edges and improve pedestrian comfort.
 - Decorative Planting Strip: 3-5 feet
- Where appropriate, incorporate culinary gardens featuring edible herbs, fruits, and vegetables commonly used in Vietnamese cuisine to celebrate the district's culinary heritage.



Shade trees and landscaped islands distributed throughout parking lot.



Layered landscape lines storefront edge and enhances pedestrian walkway.



Clusters of shade trees define gathering areas and frame the edges of the plaza.

4.3C Expand Urban Greenery: Planting Palette

Approved Trees and Plants

-  Select drought-tolerant, climate-appropriate, and water-efficient trees and plant materials that provide shade and support biodiversity.
-  - Utilize layered planting with canopy trees, accent trees, shrubs, ornamental grasses, groundcovers, and flowering plants.

Refer to the applicable municipal approved tree, plant, and shrub lists when selecting landscape materials to ensure consistency with local standards, maintenance requirements, and long-term performance.

- **City of Garden Grove** - Tree Selection Guide
- **City of Garden Grove** - District Approved Plants and Shrubs List
- **City of Santa Ana** - Designated Tree Species Guide
- **City of Santa Ana** - City Landscape Guidelines
- **City of Fountain Valley** - Parkway Tree List

The City of Fountain Valley does not have an approved plant and shrub list. Landscape materials should consist of drought-tolerant, climate-appropriate, and water-efficient species that comply with the City’s landscape requirements.

Canopy Trees

- Large trees with broad, spreading crowns that provide extensive shade over streets, sidewalks, plazas, parking lots, and other outdoor spaces.
- Provides high environmental benefits.
- Typically 30–60+ feet tall at maturity

Accent Trees

- Smaller ornamental trees with decorative flowers, bark, or foliage used to create visual interest, seasonal color, and highlight important locations.
- Complements larger shade trees.
- Typically 15–35 feet tall.

Shrubs

- Woody plants that provide structure, define spaces, and soften transitions between buildings, sidewalks, and open spaces.
- Creates dense branching that is easily shaped.
- Typically 2–10 feet tall.

Ornamental Grasses

- Decorative grasses valued for their seasonal texture and movement.
- Typically 1–6 feet tall.

Groundcovers

- Low-growing plants that spread across the ground to cover exposed soil and reduce the need for turf.
- Provides dense coverage.
- Typically under 12 inches tall.

Flowering Plants

- Herbaceous plants and perennials grown primarily for their colorful blooms and seasonal interest.
- Typically replaced or maintained seasonally
- Pollinator-friendly



City/Public Agency



Developer/Property Owner



Private Business Owner

4.3D Expand Urban Greenery: Plant Selection Guide

Plant Selection Principles

- Choose landscapes that celebrate the cultural identity of Little Saigon by combining flowering trees, fragrant plants, tropical foliage, ornamental grasses, and layered groundcovers.
 - Shaded: Trees with wide, spreading canopies.
 - Colorful: Flowering trees and plants with vibrant seasonal blooms and layered textures
 - Fragrant: Plants with pleasant floral or aromatic foliage.
 - Lush: Plants with large, tropical leaves or upright forms.
- Bamboo Planting Guidance
 - To prevent invasive spread, install bamboo within raised or enclosed planters or select clumping bamboo species rather than running varieties.
 - Due to their extensive root systems and mature size, they should be planted only within raised or decorative planters and should not be planted directly in the ground or used as street trees.

The plant palette has been compiled from the approved tree, shrub, and plant lists of the Cities of Garden Grove, Santa Ana, and Fountain Valley. Each species identifies the municipality from which it was selected. This guide represents a selection of recommended plant materials and is not a comprehensive list of all approved species. Refer to the applicable municipal landscape standards and approved plant lists for the complete inventory of permitted plant materials.



Canopy Tree: Coastal Live Oak (GG) (SA)



Canopy Tree: Australian Willow (GG) (SA) (FV)



Ornamental Grass: New Zealand Flax (GG)



Ornamental Grass: Festuca (GG)



Accent Tree: Crape Myrtle (SA) (FV)



Accent Tree: Pink Trumpet (GG)



Groundcover: Mexican Evening Primrose (GG)



Groundcover: Gardenia Radicans (GG)



Shrubs: Bougainvillea



Shrubs: California Fuchsia (SA)



Flowering Plants: Hartweg Evening Primrose (SA)



Flowering Plants: Cedros Island Verbena (SA)



City/Public Agency



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Private Business Owner

4.3E Expand Urban Greenery: Planter Design

- Include planters that draw inspiration from Vietnamese landscapes, symbolism, and traditions.
- Glazed ceramic, porcelain, or terracotta finishes inspired by Vietnamese pottery.
- Natural stone, textured concrete, or exposed aggregate finishes.
- Bamboo-inspired screening, wood slats, or decorative metal panel.
- Decorative tile accents, engraved patterns, or lotus-inspired motifs.
- Vary planter heights, sizes, and shapes to create visual interest.



Shade trees and landscaped islands distributed throughout parking lot.



Enclosed bamboo planters with integrated seating feature.



Layered landscape lines storefront edge and enhances pedestrian walkway.



Clusters of shade trees define gathering areas and frame the edges of the plaza.

4.4 Support Safe and Comfortable Movement Throughout the District

Design streets to safely accommodate pedestrians, bicyclists, transit users, and motorists while improving connectivity throughout the district. Mobility improvements should create a more accessible and efficient transportation network that supports daily travel and improves access to businesses, destinations, and public spaces.

“Provide better public transit and more alternatives to driving.”

Sources:

- 1. NACTO Urban Street Design Guide
- 2. City of Columbus - On-Street Bicycle Facilities
- 3. Federal Highway Administration - Pedestrian Refuge Island

- Implement designated bike lanes while using high visibility green striping in conflict areas and consistent pavement markings.
 - Bicycle lane width should extend 5-7 feet. ¹
 - Install bicycle symbols every 250 - 500 feet. ²
- Clearly identify conflict zones where bicycle lanes intersect with transit stops, driveways, loading zones, and pedestrian crossings through enhanced striping and signage.
- Incorporate landscaped roadway medians with low-height planting, street trees, and other landscape features.
 - Coordinate median planting palette with municipal approved tree, plant, and shrub lists.

- Establish a connected network of micro-mobility facilities along major corridors, commercial streets, and routes connecting key community destinations.
 - Bicycle and scooter amenities should minimize gaps in the network and provide seamless connections across jurisdictional boundaries.
- Design roadway medians to calm traffic and reduce crossing distances with integrated pedestrian refuge islands, where supported by an engineering study.
 - Provide pedestrian refuge islands with a minimum width of 4-8 feet. ³
 - Align refuge islands with marked crosswalks.
 - Measure street widths from gutter to gutter in accordance with city standards.
 - Coordinate catch basin and parkway drain design with the curb type and obtain approval from the City Engineer.



Dedicated bicycle facility along corridor.



High-visibility green bicycle lane with pavement markings within conflict zone.



Pedestrian refuge island within a landscaped roadway median.

4.5A Design Public Spaces to Support Community Use: Flexible Seating Areas

Seating is an essential element of a comfortable and welcoming public realm. Providing accessible and flexible seating throughout commercial corridors, plazas, and gathering spaces creates opportunities for rest, social interaction, and everyday activity while encouraging visitors to spend more time exploring Little Saigon.

“More seating areas for people to relax and enjoy the outdoors. Building third spaces is critical.”

-  Provide a variety of seating opportunities, including
-  movable benches, chairs, group seating, and individual seating areas, along commercial corridors, plazas, and community gathering spaces.
 - Provide ADA-accessible seating locations integrated throughout public spaces.
 - Include a mix of seating with and without back and armrests.
 - Provide designated storage areas and establish maintenance procedures for movable furniture to ensure public spaces remain well maintained.
 - Orient seating toward active uses and plazas.



Circular seating with back rest and side tables.



Movable bistro table and chairs.



Movable stools and smaller seating.



Flexible seating arrangements accommodating a variety of users and activities.



City/Public Agency



Developer/Property Owner



Private Business Owner

4.5B Design Public Spaces to Support Community Use: Shade Structures

Shade structures help create comfortable, welcoming, and active public spaces throughout Little Saigon. By improving pedestrian comfort and extending the use of outdoor spaces, they encourage people to gather, linger, and enjoy plazas, seating areas, and other community destinations.

“Shade is very desirable, we don’t have enough of it in Little Saigon.”

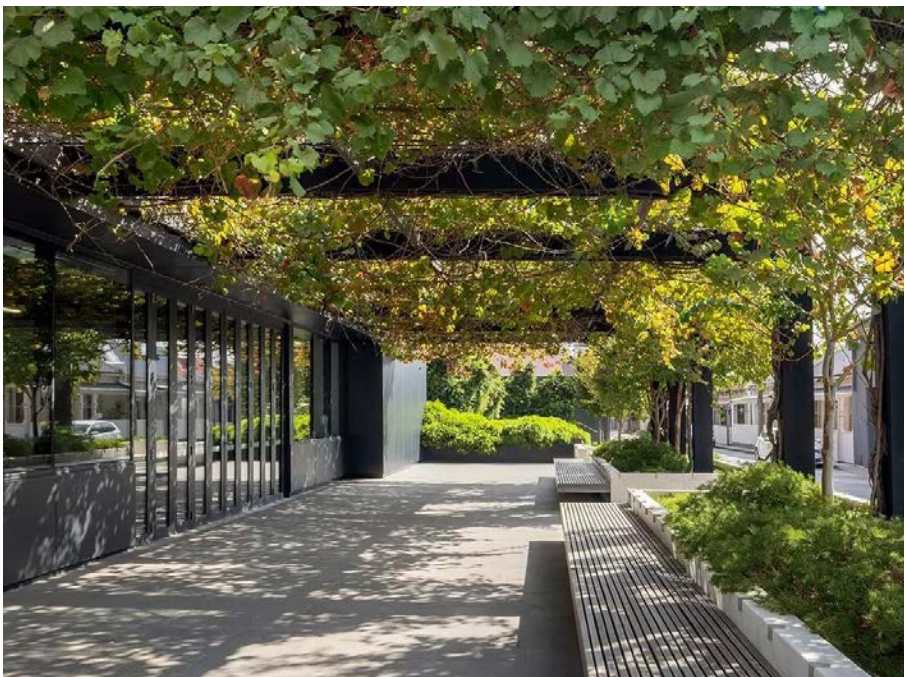
- Provide shade structures, such as canopies, trellises, pergolas, planted structures, and permanent roof elements, throughout public spaces.
 - Prioritize locations near seating, gathering spaces, transit stops, and children’s play areas.
 - Utilize durable, low-maintenance materials suitable for outdoor environments.
 - Maintain a minimum vertical clearance of 8 feet above pedestrian walkways.
 - Direct draining stormwater away from pedestrian areas.
 - Consider the structure, wind, drainage, fire safety, visibility, and security of each installation, while maintaining clear access around utilities, roadways, bicycle facilities, and accessible routes.



Tensile shade canopy providing sun protection over plaza area.



Solid canopy structure shading seating and dining area.



Planted trellis providing natural shade over pedestrian walkway.



Louvered canopy providing filtered shade while maintaining natural light and ventilation in public spaces.

4.5C Design Public Spaces to Support Community Use: Parklet

Public spaces strengthen the social and cultural life of Little Saigon by creating places where people can gather, connect, and celebrate the community. Integrating seating areas, parklets, and other public amenities throughout the district creates welcoming destinations that encourage everyday activity and foster a stronger sense of place.

- Locate parklets along active commercial frontages and design them as adaptable public spaces that can accommodate seating, outdoor dining, community events, small performances, temporary public art, and children’s play area.
 - Integrate movable furnishings where feasible.
 - Ensure ADA-compliant access from the sidewalk.
 - Integrate landscaping, planters, and shade trees to define gathering spaces.

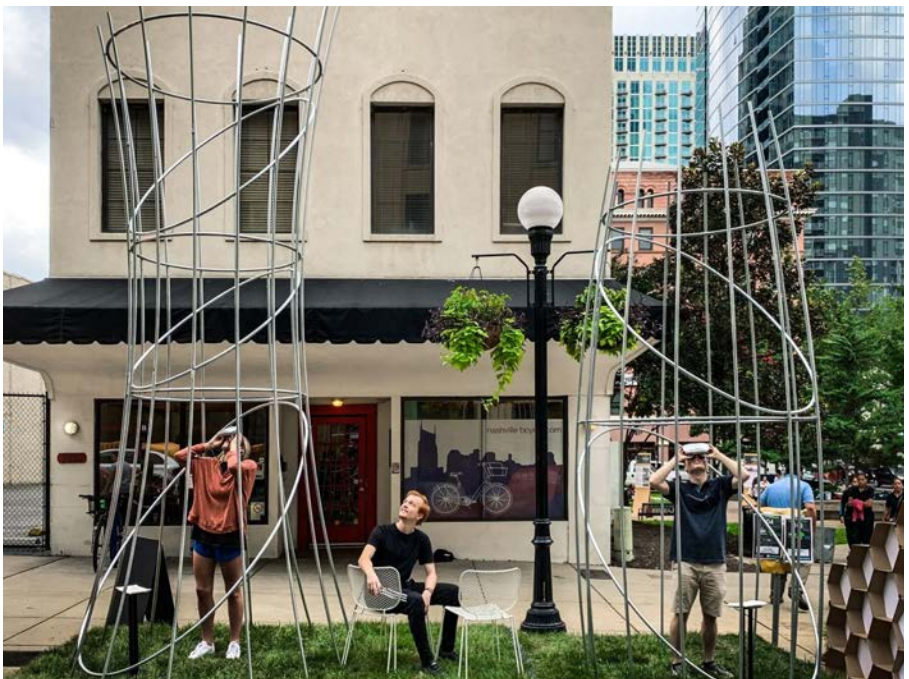
- Establish a coordinated parklet program that provides design standards, permitting procedures, and operational guidelines to encourage parklets within streets or parking lots.
 - Encourage flexible uses and community programming.
 - Provide guidance for furniture, landscaping, lighting, accessibility, and signage.
 - Define maintenance responsibilities between the city, property owners, and participating businesses.
 - Consider location, traffic and parking, accessibility, drainage, visibility, operations, and temporary removal for street or utility work.



Parklet transformed into outdoor dining and seating for restaurant.



Parklet supporting small-scale performances that activates the public realm.



Parklet provides a flexible space for temporary public art installations.



Parklet accommodates temporary play area for children.

4.5D Design Public Spaces to Support Community Use: Gathering Spaces

Plazas and courtyards create welcoming destinations that support the social and cultural life of Little Saigon. Designed for flexibility, they provide space for everyday activity while accommodating markets, performances, festivals, and celebrations that reflect the district's Vietnamese heritage.

-  Design plazas, parklets, and gathering spaces to accommodate temporary events, markets, performances, festivals, and cultural celebrations that support community life and district activation.
 - Provide open, unobstructed areas for temporary vendors and stages.
 - Allow access to electrical power, lighting, and other utilities where appropriate to support temporary events.
-  Pilot Opportunity: Existing underutilized parking areas can be transformed into temporary plazas to test new public space improvements before permanent construction.
 - Evaluate underutilized parking through a parking study and obtain city approval before re-purposing the space.

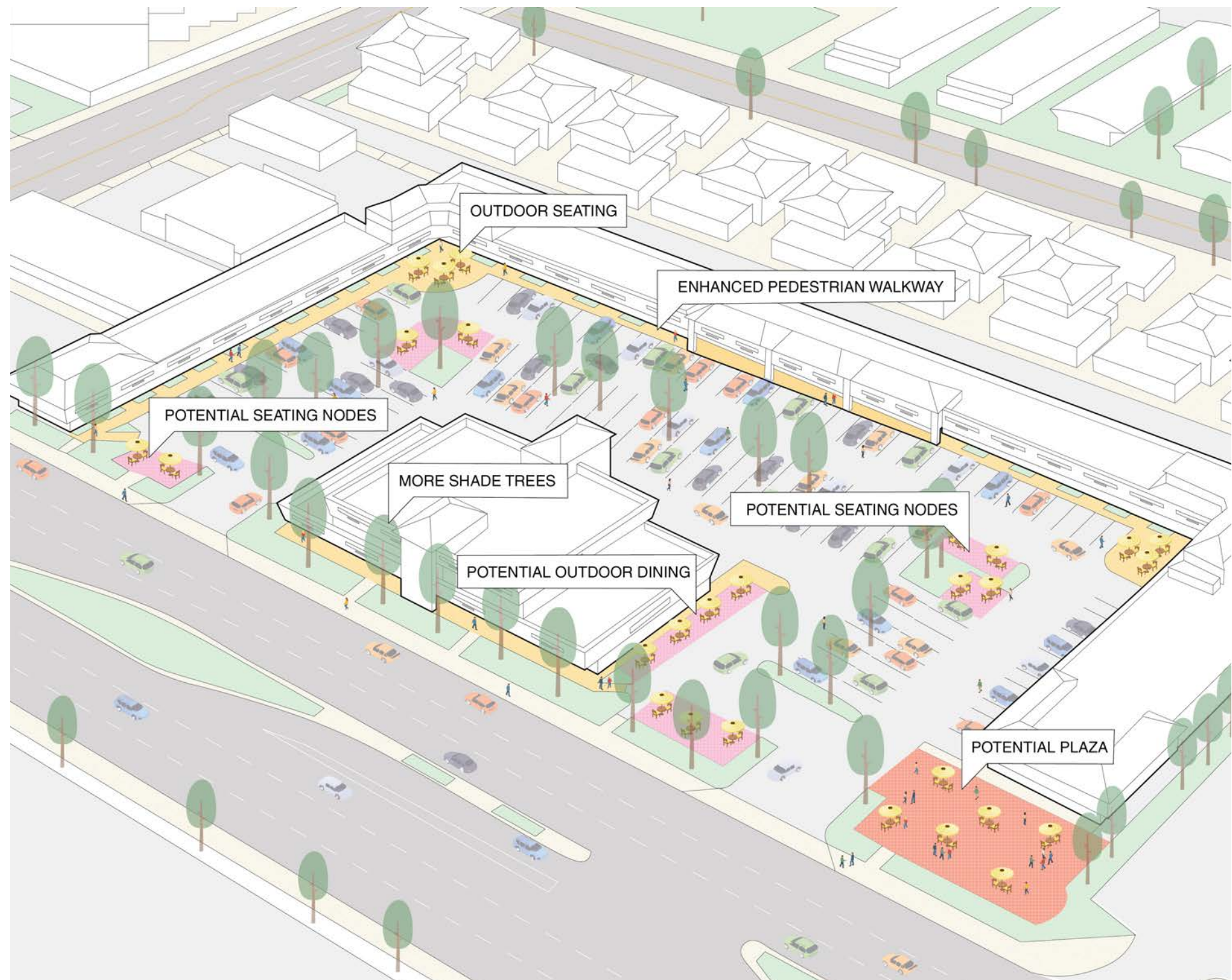


Diagram illustrates potential plaza and outdoor dining spaces created by re-purposing underutilized parking within a retail center.



City/Public
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Developer/
Property Owner



Private Business
Owner

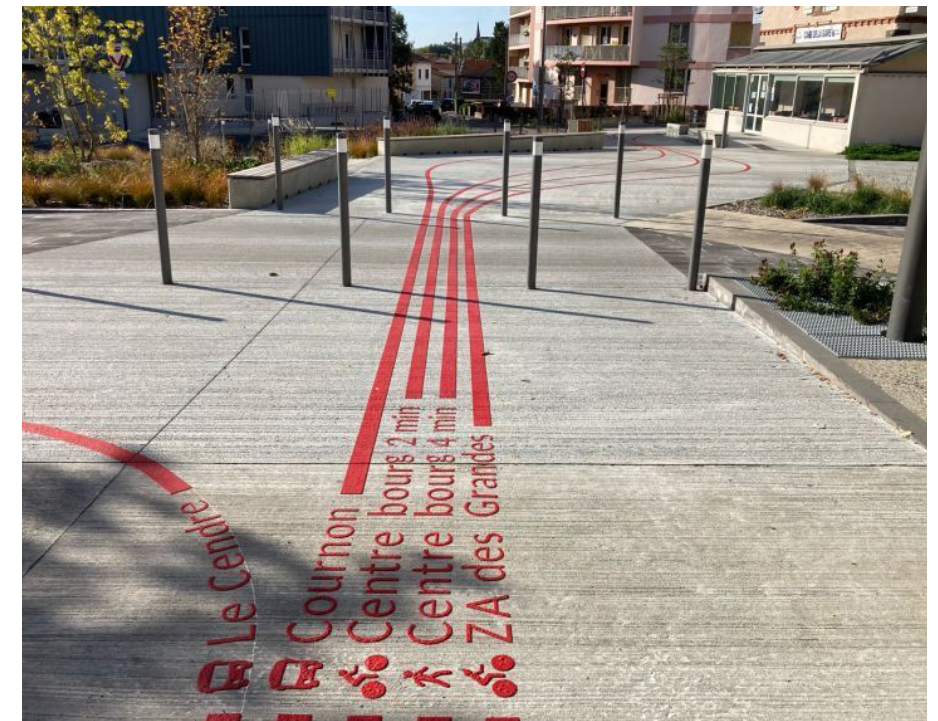
4.6A Celebrating Vietnamese Culture: Public Art and Placemaking

Little Saigon's identity extends beyond its storefronts to the stories, traditions, and cultural experiences that define the community. Public art creates opportunities to celebrate this heritage throughout streets, plazas, and gathering spaces while enriching the public realm. Over time, these installations can create a connected cultural narrative that honors the district's history and reinforces its identity for future generations.

- 🏛️ Establish a public art program that prioritizes opportunities for Vietnamese-American artists, schools, cultural organizations, and community stakeholders to contribute to public art and placemaking initiatives throughout the district.
 - Consider opportunities for artist-designed infrastructure, such as seating, transit shelters, utility boxes, and bicycle racks.
- 🏛️ Incorporate cultural interpretation and storytelling elements that highlight Vietnamese history, refugee experiences, community milestones, traditions, and contributions through murals, interactive artwork, exhibits, paving features, and other placemaking interventions.
 - Integrate storytelling through interpretive signage, interactive artwork, paving inlays, digital media, and exhibits to encourage exploration and learning.
 - Create opportunities for community activation within network of storytelling elements, especially during designated holidays.
 - Stories shared through bilingual interpretation where appropriate.
- 🏛️ Locate public art installations at gateways, intersections, plazas, parks, transit stops, and other high-visibility community destinations.
 - Installations should be placed in both public and private developments.
 - Coordinate public art with lighting and landscaping.
- 🏛️ Establish a network of cultural landmarks, public spaces, gateways, and activity nodes that serve as recognizable destinations throughout the district
 -



Mural celebrating the district with Vietnamese motifs.



Storytelling trail embedded within plaza paving.



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4.6B Celebrating Vietnamese Culture: Public Art Selection Guide



Sculptures & Monuments
Permanent three-dimensional artwork that serves as landmarks or memorials.



Exhibits
Interpretive displays, photographs, artifacts, or educational panels.



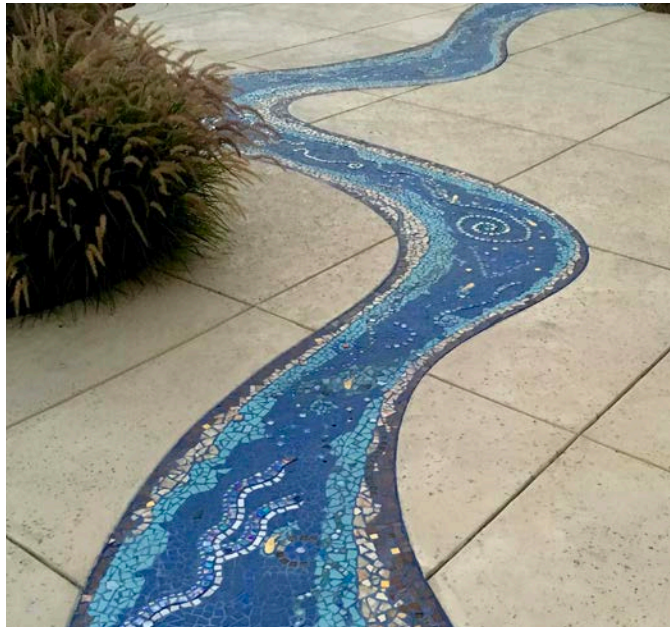
Murals & Wall Art
Large-scale artwork integrated into buildings and walls.



Designed Infrastructure
Painted functional elements, such as utility boxes or bus shelters.



Interactive Art
Artwork that encourages visitors to actively engage through touch and movement.



Pavement Art
Art integrated into the ground through patterns, mosaics, engravings, colored concrete, or paving inlays



Lighting Art
Artistic lighting installations and projection mapping that transforms after dark.



Digital Art
Artwork that uses digital technology to display or communicate creative and cultural content.

4.7 Promote Shared Mobility and A Park Once District Strategy

The experience of Little Saigon extends beyond individual shopping centers to the connections between them. Shared mobility, coordinated parking, and intuitive wayfinding can create a more seamless visitor experience, making it easier to explore local businesses, public spaces, and cultural destinations throughout the district.

“Reduce the need to drive from plaza to plaza - I’d love to park once and be able to walk to everything.”

- 
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- 
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- 
Private Business Owner



Bike share station integrated with the district mobility network.

-  Provide a wayfinding system, including signage and maps, that directs visitors from parking areas to businesses, public spaces, cultural destinations, and key district attractions.
-  Locate bike share stations at key destinations, transit stops, public spaces, and commercial centers.
 - Bicycle share stations should be integrated into mobility hubs or furnishing zones and connected to the district bicycle network.
 - Maintain clear pedestrian circulation around bike share station.
-  Coordinate shared parking facilities within convenient walking distance of commercial corridors, public spaces, and community destinations
 - Maintain ADA-compliant pedestrian routes between parking and mobility services.



Cyclo-style rides offer a unique micromobility experience inspired by traditions in Vietnam.

-  Develop a district shuttle or micro-mobility service that connects major destinations, commercial corridors, transit hubs, and parking areas.
 - Integrate wayfinding that identifies shuttle routes, mobility hubs, and walking distances.
 - Partner with regional transit agencies to connect local shuttle service with existing bus routes.
 - Coordinate with micro-mobility providers and adjacent jurisdictions to establish a consistent district-wide system of bicycle share, scooter share, parking areas, and operating policies that supports seamless travel across municipal boundaries.
-  Design accessible mobility hubs that combine bike share, shuttle stops, transit connections, seating, and wayfinding.
 - Provide secure bicycle parking within 50 feet of mobility hubs.
 - Locate within a 5-10 minute walk of major destinations.



Public parking structure serving multiple district destinations.



A large, stylized white number '5' is centered on a solid red background. The number has a thick, bold appearance with a slight shadow or gradient effect, giving it a three-dimensional look. The top horizontal bar of the '5' is slightly slanted to the right. The overall design is clean and modern.

GUIDELINES: SITE DESIGN



Site Design

Introduction

Each retail center within Little Saigon contributes to the identity and experience of the district. While individual properties have their own character, the connections between them shape how residents and visitors experience Little Saigon as a whole. Strengthening these connections can encourage people to explore more businesses, spend more time in the district, and experience its unique culture and community.

Many commercial properties were originally developed to prioritize automobile access. Large parking lots, inward-facing storefronts, and limited pedestrian connections between neighboring retail centers make it difficult to move through the district on foot, even when destinations are located only a short distance apart. As a result, Little Saigon is often experienced as a collection of separate shopping centers rather than a cohesive destination.

This chapter provides guidance for improving retail centers through enhanced pedestrian connections, welcoming public spaces, and site design improvements. The recommendations are organized into phased implementation tiers that support both incremental enhancements and long-term redevelopment. As individual properties evolve over time, these improvements can strengthen district identity and create a more connected, walkable, and memorable Little Saigon.



Understanding The Elements

Site design shapes how people experience individual properties within Little Saigon. It influences how visitors arrive, move between businesses, access storefronts, and use outdoor spaces. Together, these elements help strengthen the relationship between private development and the public realm, creating a more connected district.

Well-designed sites support both functionality and placemaking. The arrangement of buildings, pedestrian routes, parking areas, and outdoor spaces influences comfort, visibility, and ease of navigation while encouraging people to walk between businesses and spend more time outdoors.

As retail centers evolve over time, **site improvements can strengthen pedestrian connections, activate storefronts, and create welcoming gathering spaces.** Together, these elements contribute to a more walkable, cohesive, and memorable Little Saigon.



Site Design Improvements

Recommendations

A Shade Trees

Shade trees act as landscaped buffers between parking lots and storefronts, creating a more comfortable, pedestrian-oriented environment.

B Planting Areas

Planting areas soften the physical environment, define pedestrian spaces, and contribute to a greener, more welcoming retail experience.

C Visitors Information Kiosk

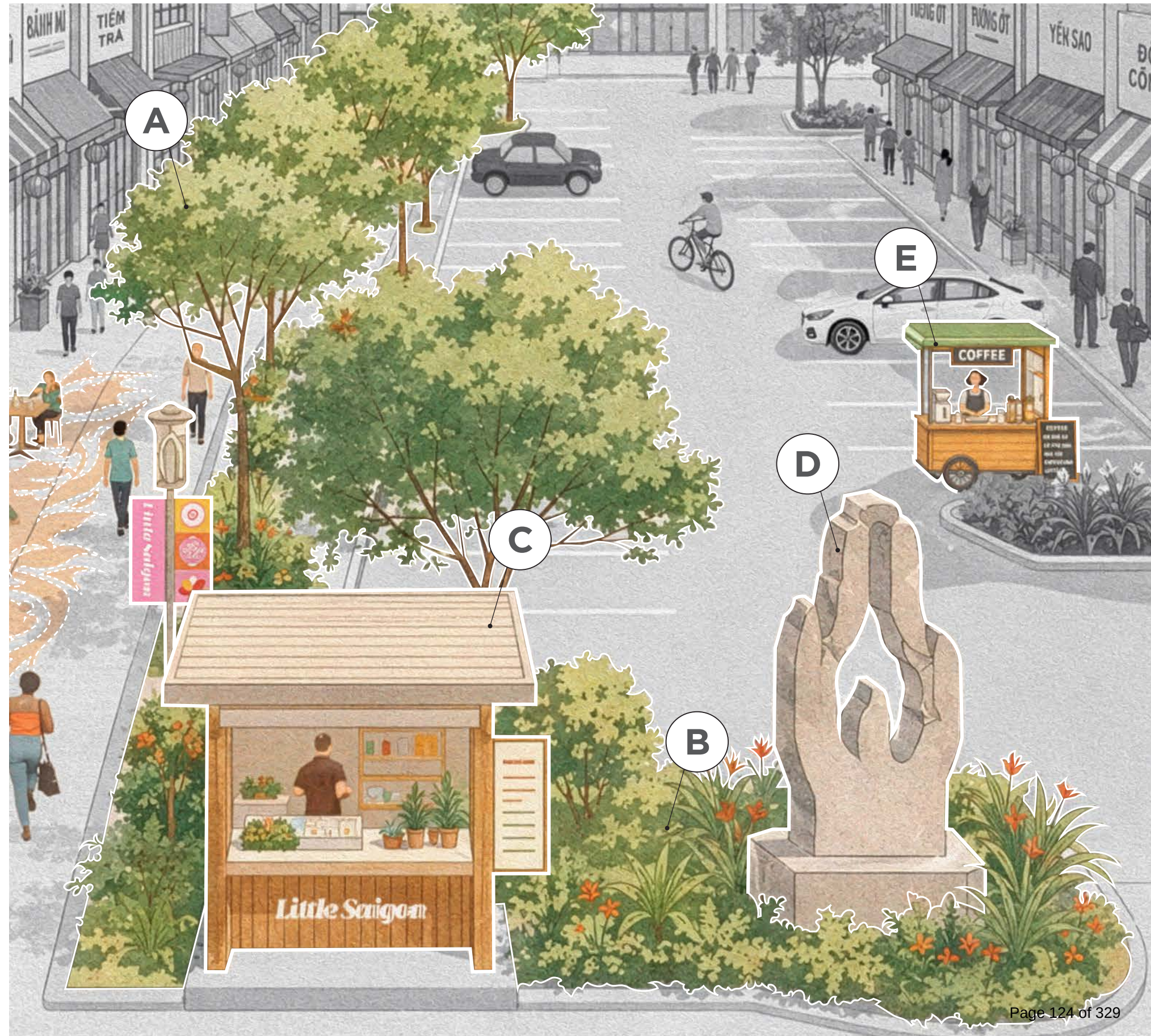
Visitor information kiosks provide maps, directions, and local information that help visitors navigate Little Saigon and discover businesses, cultural destinations, and community attractions.

D Public Art

Public art celebrates the history, culture, and identity of Little Saigon while creating memorable landmarks, encouraging exploration, and enriching the public realm.

E Temporary Activation

Temporary activations transform underutilized parking spaces into flexible places for outdoor retail, food vendors, and seasonal installations.



Site Design Improvements

Recommendations

F Pole Banner

Pole banners create a coordinated branding system that enhances the character of retail centers and contributes to a recognizable Little Saigon identity.

G Decorative Paving

Decorative paving strengthens the visual character of retail frontages while guiding pedestrian movement.

H Pedestrian Lighting

Pedestrian lighting creates a safe and welcoming pedestrian environment while celebrating Vietnamese culture through lantern-inspired forms and decorative architectural details.

I Planters

Planters soften the transition between storefronts and pedestrian walkways, providing opportunities for seasonal planting and enhancing the overall shopping experience.

J Restaurant Outdoor Seating

Restaurant outdoor seating activates storefronts by creating vibrant spaces for dining and social interaction.



5.1 Improve Access and Connectivity Within Retail Centers

Retail centers are most successful when they function as connected destinations rather than isolated businesses. Strategic site access, pedestrian circulation, and parking design support intuitive movement throughout a site, making it easier for visitors to walk between businesses, access community destinations, and enjoy a more connected district experience.

“Connecting the shopping centers would make it easier to explore the district.”

Sources:

- 1. US Department of Transportation - Bicycle Parking and Storage
- 2. NACTO Urban Street Design Guide



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Private Business Owner



Install visitor information kiosks, business directories, district maps, and directional signs that help visitors navigate retail centers and locate nearby businesses, public spaces, and cultural destinations.

- Illuminate kiosks where appropriate.
- Where feasible, establish staffed visitor information kiosks or a visitor ambassador program that assists tourists with navigation, transit information, business recommendations, event schedules, and cultural attractions.



- Repurpose underutilized parking spaces or excess paved areas to support amenities and activities.
- Provide flexible overflow areas that allow adjacent businesses to expand retail displays and pop-up sales.
- Unused parking spaces can accommodate bicycle and scooter parking, and bicycle repair stations.
- Locate bicycle parking within 50 feet of building entrances.¹



Design an internal network of sidewalks, pedestrian pathways, and drive aisles that allows visitors to safely and comfortably move between businesses and destinations without re-entering their vehicles.

- Maintain a 6-foot clear pedestrian path.²
- Provide protected pedestrian walkways separated from vehicle lanes by landscaped buffers and raised curbs.



Organize parking lots, driveways, and site entrances to minimize conflicts between pedestrians, and vehicles.

- Consolidate driveways where possible, while following city standards.



Incorporate landscaped islands, shade trees, and planting areas throughout parking lots to reduce heat gain, improve stormwater management and define pedestrian routes.

- Refer to the Streetscape and Public Realm chapter for approved list of trees, plants, and shrubs.



Dedicated pedestrian walkway through a retail center parking lot.



Staffed visitor information kiosk providing district maps and navigation assistance.



Landscaped parking lot with shade trees and permeable parking surfaces.

5.2 Activate Site to Support Community Life and Cultural Activities

The most memorable places in Little Saigon are those that invite people to stay. A shaded courtyard, an active storefront, or a plaza filled with conversation can transform an ordinary shopping trip into an opportunity to gather, celebrate, and experience Vietnamese culture. By creating flexible outdoor spaces that support everyday use alongside festivals, performances, and community events, retail centers can become welcoming places that remain active throughout the year.

“Community events bring people together — we need spaces that make those celebrations possible.”

Sources:

1. NACTO Urban Street Design Guide

-  Encourage storefront activation through outdoor seating, temporary merchandise displays, seasonal installations, and flexible frontage zones.
 - Ensure temporary displays do not obstruct accessible routes or building entrances.
 - Maintain a minimum 6-foot unobstructed pedestrian through zone adjacent to activated storefronts.¹
-  Temporarily transform portions of large parking lots into flexible spaces that support outdoor business activities, community events, and seasonal programming.
-  Orient new buildings, storefronts, gathering spaces, and outdoor amenities toward primary pedestrian routes and areas of activity.

-  Design retail centers with flexible plazas, courtyards, and open spaces that accommodate a variety of activities, including community gatherings, outdoor dining, farmers markets, cultural festivals, performances, seasonal events, and informal everyday use.
 - Integrate landscaping, lighting, seating, and cultural elements within open spaces.
 - Designate any turf areas within children’s play spaces or community courtyards as recreational-use areas.
 - Utilize shade elements over open spaces.
 - Provide children’s play spaces that combine recreational play with opportunities to explore Vietnamese and Vietnamese-American history, culture, and traditions through interactive storytelling, artistic play features, educational sculptures, and musical elements.



Shared courtyard with seating, activating the space between buildings.



Children’s play area integrated into a community gathering space.



Temporary markets activate large parking lots with local vendors.

5.3 Strengthen District Identity Through Culturally Inspired Site Elements

The identity of Little Saigon is expressed through the details people encounter every day. A lantern-inspired light fixture, a cultural landmark, or a paving pattern inspired by Vietnamese craftsmanship can transform an ordinary shopping center into a place that reflects the community's heritage. As these elements become part of each retail center, they create a welcoming sense of arrival and a shared identity that reflects the culture, traditions, and stories of Little Saigon.

Sources:

1. US Department of Transportation - Pedestrian Lighting Primer



City/Public Agency



Developer/Property Owner



Private Business Owner



- Incorporate landscaping, shade trees, planters, and garden areas along storefronts.
 - Refer to Section 1.3 of Streetscape and Public Realm for landscape widths and approved list of trees, plants, and shrubs.



- Incorporate culturally inspired landmarks, public art, and central features at plazas, courtyards, entry points, gateways, and prominent corners.
 - Frame focal elements with coordinated landscaping, decorative paving, pedestrian-scale lighting, and seating.



- Utilize culturally inspired paving patterns along storefront edge inspired by Vietnamese art, textiles, ceramics, and traditional craftsmanship.



- Provide consistent pedestrian-scaled lighting throughout plazas, walkways, parking areas, and storefront frontages.
 - Incorporate Vietnamese-inspired motifs, lantern forms, patterns, and cultural design elements into lighting fixtures.
 - Install pedestrian lighting approximately 12-16 feet tall at intervals of 60-100 feet apart.¹
 - For pedestrian lighting, utilize warm white lighting (2700-3000K).¹
 - Install parking lot lighting approximately 16-25 feet tall at varied intervals based on roadway width, site conditions, and lighting requirements.¹
 - For parking lighting, utilize warm to neutral lighting (3000-3500K).¹



Culturally inspired lighting activating public spaces after dark.



Public landmark serving as a focal point within a community plaza.



Colorful paving enhancing the character of a pedestrian walkway.



6

GUIDELINES:
ARCHITECTURE



Architecture

Introduction

Architecture plays an important role in shaping the identity and character of Little Saigon. **Building façades, storefronts, and architectural details contribute to the district's sense of place while creating memorable experiences for residents and visitors.** Together with streets, public spaces, and cultural destinations, the built environment reflects the community's history, culture, and continued evolution.

Over time, Little Saigon has grown through incremental development, resulting in a diverse collection of shopping centers, restaurants, and commercial buildings. While this diversity reflects the district's history and entrepreneurial spirit, inconsistent architectural character and aging commercial centers can reduce visual cohesion and make it more difficult for visitors to recognize Little Saigon as a unified destination.

This chapter provides design guidance for new development and improvements to existing buildings.

The recommendations establish a cohesive architectural framework while celebrating the richness of Vietnamese culture and heritage. By incorporating culturally inspired design elements and architectural details, these guidelines strengthen district identity and create memorable places that reflect the character of Little Saigon.



Understanding The Elements

Building architecture includes the physical characteristics and design features that shape the appearance, identity, and experience of buildings.

From the overall form and placement of buildings to the design of storefronts and architectural details, these elements influence how buildings engage the public realm and contribute to the district's visual character. Architectural design helps create a cohesive environment that supports economic activity, reinforces cultural identity, and enhances the overall visitor experience.

Building form establishes the overall organization and physical presence of development within the district.

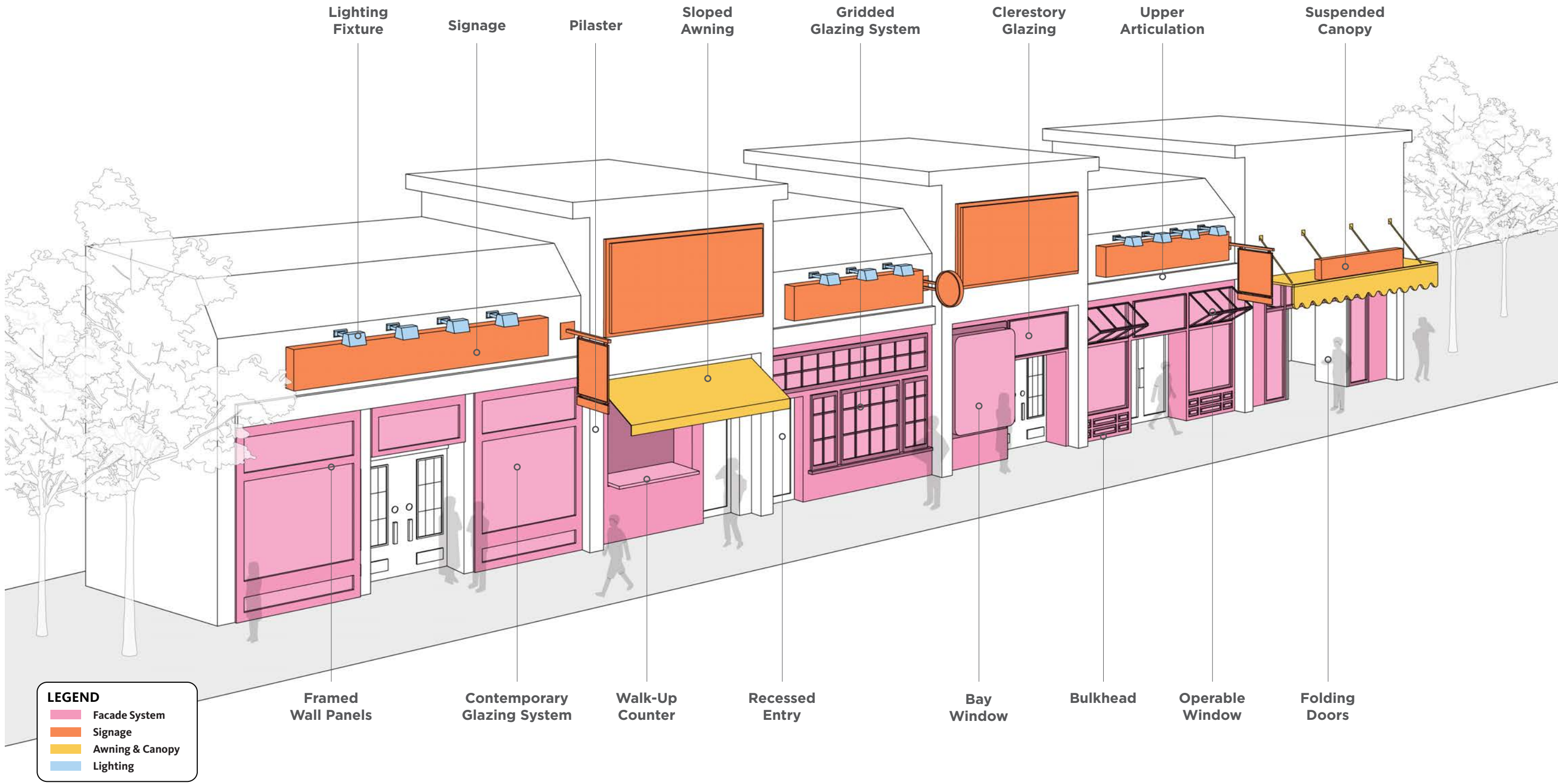
The height, scale, placement, and massing of buildings shape the relationship between private development and the public realm, influencing how streets, sidewalks, and gathering spaces are experienced. Well-designed building form helps frame public spaces and strengthen pedestrian activity.

Architectural character defines the visual identity of individual buildings and contributes to the overall image of Little Saigon. Storefronts, building materials, architectural detailing, lighting, and other design features create distinctive places that reflect the district's culture and heritage. These elements can celebrate Vietnamese identity, strengthen the pedestrian experience, and contribute to a vibrant and memorable destination.

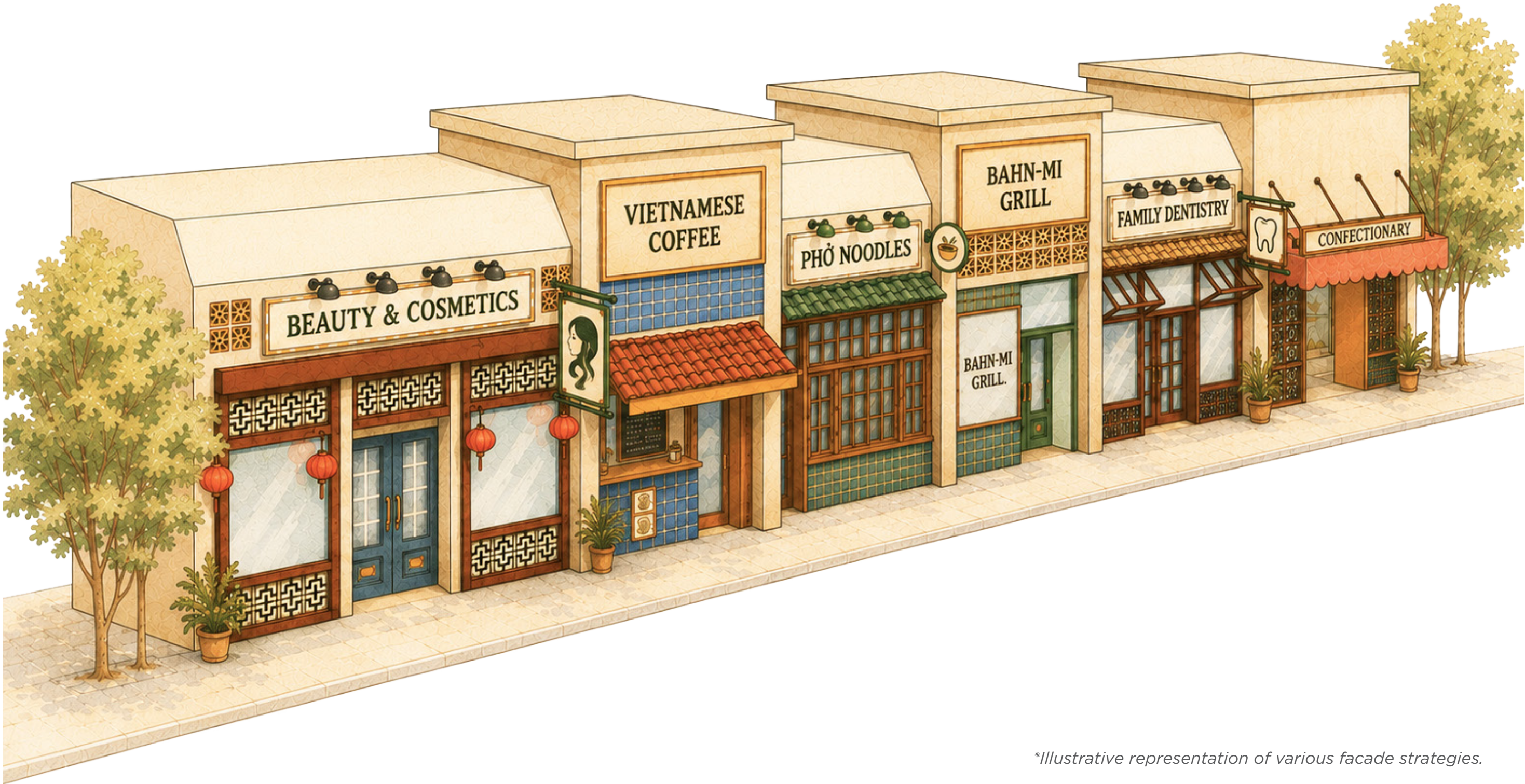
“Love the old school, classic Vietnamese architecture.”



Storefront Architectural Elements



Storefront Architectural Elements: Material Application



**Illustrative representation of various facade strategies.*

Architecture Improvements: Storefront Design Alternatives



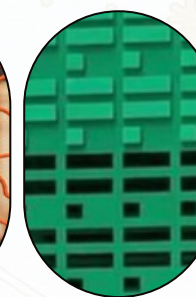
1 - Storefront Facade Materials



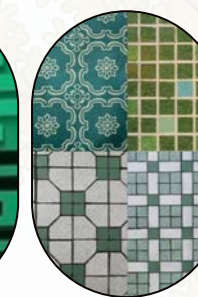
Wood Slats



Iron Metalwork



Concrete/Clay Screen Block



Ceramic Patterned Tile



Smooth Stucco



Natural Stone

2 - Cultural Ornamentation



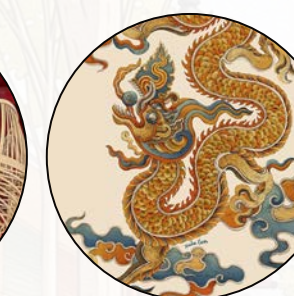
Nature/Botanical



Lantern Craftsmanship



Bamboo/Rattan Weaving



Traditional

3 - Storefront Fenestration



Foldable Doors



Indoor-Outdoor Pavilion (Serving Windows)



Traditional (Fixed Glazing & Display Window)

Architecture Improvements: Storefront Design Alternatives



4 - Shading Element



Continuous Building Overhang



Canopy



Awning

5 - Signage



Flat Wall Sign



Blade Sign



Neon Sign



Window Sign

6 - Landscaping & Ornamentation



Entry Planters



Planting Strips



Seasonal Display

6.1 Encourage New Development that Supports Walkability and District Character

New buildings should be designed and positioned to support walkability, activate the public realm, and create a comfortable pedestrian experience. Through articulated building scale, setbacks, and placement, development can frame streets and public spaces, strengthen connections between destinations, and contribute to a vibrant and cohesive district character.

Sources:

1. NACTO Urban Street Design Guide



City/Public Agency



Developer/Property Owner



Private Business Owner



Human-scaled storefronts with narrow frontages, frequent entrances, and vertical divisions.

Building Scale

-  Distinguish ground floor from upper stories by breaking down large building volumes through material changes, step-backs, and varied rooflines.
 - Design ground-floor storefronts with floor-to-floor heights generally between 10-15 feet.
 - Repeat architectural bays, columns, pilasters, or vertical elements along larger façades to establish rhythm of openings.
 - Provide canopies, awnings, arcades, or overhangs to visually discern business entrances.
-  Incorporate active ground floors and human-scaled architectural elements along pedestrian frontages.
 - Design storefronts with transparent windows that maximize visibility between indoor spaces and the sidewalk.
 - Wrap storefront design around corner buildings
 - Integrate signage, lighting, canopies, display windows, and architectural detailing into the storefront design to create a fine-grained pedestrian experience.
 - Avoid long blank walls along storefront frontage. Activate walls with murals, vines, public art, or decorative screens.

Building Setback

-  Position buildings closer to public streets where appropriate to strengthen pedestrian activity and storefront visibility.
 - Align building setbacks with adjacent storefronts where feasible to establish a consistent and comfortable pedestrian environment.



- Utilize setback areas for landscaping, outdoor seating, visitor's kiosk, public art, and wayfinding
 - Maintain a minimum 6-foot clear pedestrian path through setback areas.¹

Building Placement

-  Orient building entrances, storefronts, and active uses toward public streets, sidewalks, plazas, and primary pedestrian routes.
 - Position buildings to frame plazas, courtyards, and outdoor gathering spaces.
 - Design entrances with direct pedestrian access from adjacent sidewalks and gathering spaces.
-  Emphasize corner buildings and prominent intersections through active frontages, architectural articulation, enhanced visibility, and public gathering spaces.
 - Wrap storefront windows, architectural detailing, and active uses around building corners.
-  Locate surface parking behind buildings and away from primary street frontages whenever feasible.
 - Minimize the visual prominence of parking along major commercial corridors.
-  Locate loading docks, utility equipment, and service areas away from primary streets and pedestrian spaces.

6.2A Design Active and Engaging Storefronts: Materiality and Detailing

Architectural character contributes to a cohesive and recognizable district identity by incorporating design elements that reflect Vietnamese culture, heritage, and community values. Materials, colors, textures, and ornamentation help shape how residents and visitors experience Little Saigon, creating memorable places that distinguish the district from surrounding commercial areas.

“Using natural, raw materials feels more culturally authentic.”



City/Public Agency



Developer/Property Owner



Private Business Owner



Vertical wood screening.



Patterned terracotta screen blocks.



- Integrate culturally inspired material accents, patterns, and textures into building façade and architectural details.
 - Highlight craftsmanship and artistry through the use of colorful decorative metalwork, wood screens, ceramic tile, textured masonry, or clay screen blocks.
 - Draw inspiration from the district’s Vietnamese temples, cultural institutions, and other significant community landmarks by reinterpreting their materiality, textures, and articulation through contemporary building design.



- Select façade materials and decorative elements that work together to create a cohesive building composition. Avoid combining unrelated design themes or architectural expressions within a single building.
 - Integrate material transitions at architectural elements such as columns, storefront bays, cornices, or recessed entries rather than applying materials randomly across the façade.
 - Utilize visually heavier materials such as concrete near the building base. Transition to lighter materials such as wood screens, metal panels, or decorative screens on upper portions of the façade.



- Create depth and shadow through façade articulation.
 - Incorporate recessed entries, projecting frames, decorative screens, pilasters, overhangs, or layered façade elements that create shadow and texture throughout the day.



- Utilize a color palette that draws from the richness and diversity of Vietnamese design traditions. Color palettes should extend beyond red and yellow to include a broader range of complementary hues and tones.
 - Apply bold accent colors strategically to rather than across entire building façades.



- Incorporate nature-inspired ornamentation, including lotus flowers, bamboo, water, koi fish, clouds and other culturally significant landscape motifs, into façade treatments, screens, railings, and decorative elements.
 - Concentrate decorative materials at pedestrian facing ground floors, corners, and building entrances.



- Apply ornamentation selectively to highlight important architectural features and pedestrian-facing elements rather than uniformly across entire building façades.

6.2B Design Active and Engaging Storefronts: Building Fenestration

Building fenestration contributes to the visual identity and pedestrian experience of Little Saigon by creating active storefronts, inviting business frontages, and strong connections between indoor and outdoor spaces. Windows, doors, screens, and architectural detailing provide opportunities to showcase Vietnamese-inspired craftsmanship, cultural expression, and storefront character while supporting a vibrant and welcoming street environment.



City/Public Agency



Developer/Property Owner



Private Business Owner

- Design window and door openings with proportions, framing, and detailing that contribute to a human-scaled pedestrian experience.
 - Recess primary entrances to create depth, weather protection, and welcoming transition spaces.
 - Align storefront bays, entrances, and display windows with the rhythm of adjacent storefronts where appropriate.
 - Break down large expanses of glazing through articulated frames, mullions, screens, transoms, or bulkheads.

- Incorporate transparent storefront windows and doors along primary pedestrian frontages to activate the public realm.
 - Avoid blank walls, mirrored glass, heavily tinted glazing, or permanently covered window.
- Consider operable storefront elements by utilizing folding, sliding, or retractable window and door systems for restaurants, cafés, and markets
 - Where appropriate, integrate serving windows or walk-up counters where they enhance sidewalk activity.

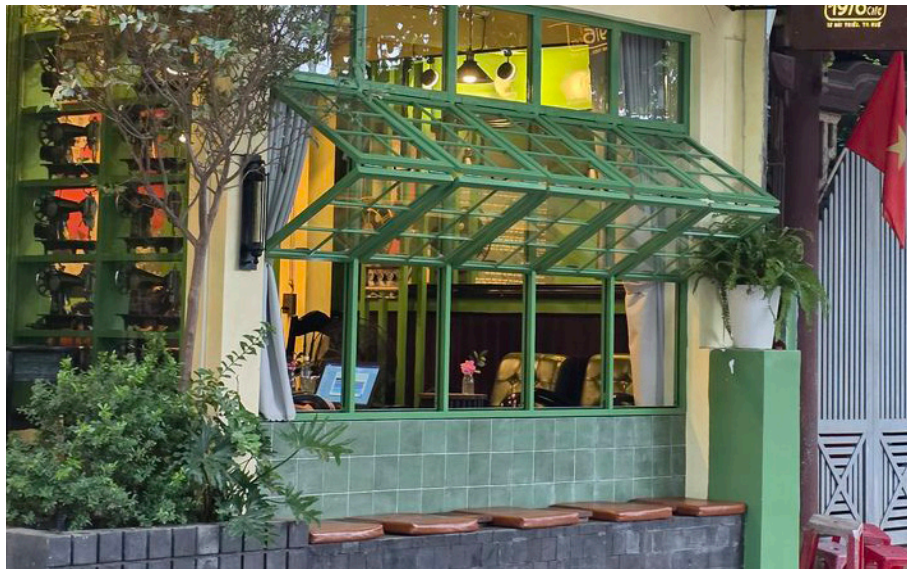
- Coordinate fenestration patterns across building façades to create a cohesive architectural composition while allowing flexibility in storefront design.
 - Draw inspiration from traditional Vietnamese commercial architecture and integrate with modern adaptations.



A recessed building entrance framed by transparent glazing and a prominent display window.



Transparent storefront with a combination of fixed display windows, bulkheads and operable doors.



Operable awning windows integrated into a transparent storefront.

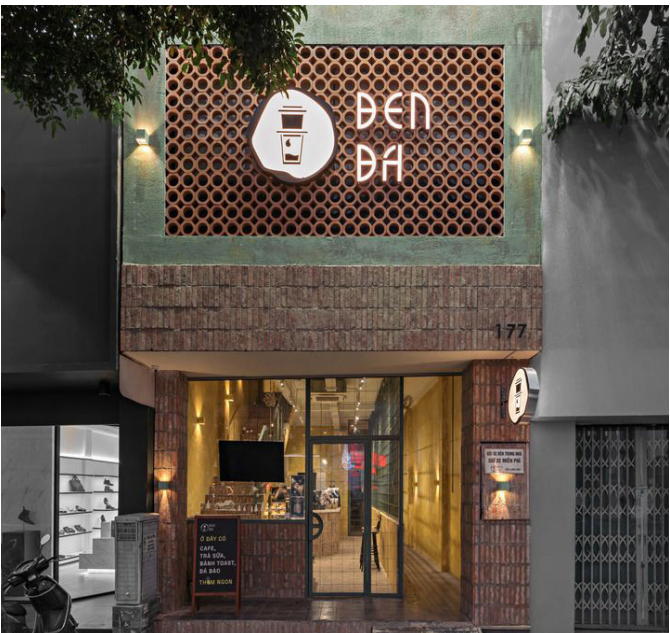
6.2C Design Active and Engaging Storefronts: Facade Inspiration



Warm wood storefront system with transparent glass and exposed concrete that acts as seating.



Facade combines vertical wood cladding, arched openings, and darker colored trims.



Storefront provides contrast between exposed bricks, decorative breeze blocks, and textured plaster finishes



Ceramic tile cladding facade complemented with dark painted metal framing system.



Layered storefront facade with decorative breeze block, recessed display, and illuminated signage.



Storefront featuring metal screen facade, transparent glazing, and vibrant colors.



Storefront composed of warm plaster finishes, operable wood shutters, and decorative lantern lighting.



Facade showcases neutral plaster finishes, wooden window and door systems, and fabric awnings.

6.2D Design Active and Engaging Storefronts: Awnings and Canopies

Awnings, canopies, arcades, overhangs, and recessed entries contribute to the comfort, identity, and walkability of Little Saigon's commercial corridors. Given Southern California's warm climate, incorporating generous shade over pedestrian areas is essential to improving thermal comfort and encouraging year-round walking, shopping, and outdoor dining. These elements create welcoming storefronts that establishes a cohesive architectural character throughout the district.

Sources:

1. City of Los Angeles Engineering – Projections into Public Right of Way

-  Select gently sloped awnings and linear canopies that
-  complements the building's architecture.
 - Avoid oversized, bulky, highly ornamental, or historically imitative canopy designs that overwhelm the storefront.
 - Consider integrating wood soffits, decorative metal screens, bamboo-inspired detailing, or perforated panels to the canopies for added texture and details.

-  Coordinate proportions and materials across building
-  façades to create a cohesive storefront composition.
 - Select canopy materials, colors, and structural supports that complement the building's façade materials and architectural detailing.
 - Integrate storefront lighting, signage, and decorative elements into canopy and overhang designs where appropriate.
 - Permit variations in awning color, graphics, and detailing between tenants while maintaining consistent canopy height, projection, and overall architectural rhythm.

-  Incorporate awnings, canopies, building overhangs,
-  arcades, or recessed entries along storefronts to provide shade, weather protection, and improve pedestrian comfort.
 - Locate shading elements directly above storefront entrances or window openings.
 - Locate awning support poles outside the minimum required pedestrian clear width to maintain safe and accessible pedestrian circulation.
 - The vertical clearance from the public right of way to the lowest part of any awning shall not be less than 7 feet.¹
 - Extend shading elements to cover primary outdoor seating and display areas.
 - Where feasible, align adjacent awnings or canopies to create a continuous shaded walking experience along retail frontages.



Retractable fabric awnings



Tiled roof overhang



Lightweight polycarbonate canopy



City/Public
Agency



Developer/
Property Owner



Private Business
Owner

6.2E Design Active and Engaging Storefronts: Awnings and Canopies Inspirations



Fabric Bull-nose Awning



Striped Retractable Awning



Scalloped, Fabric Dome awning



Striped, Fabric Concave Awning



Wooden Trellis Awning



Natural Fiber Sloped Awning



Cantilevered Metal Canopy



Wrought Iron and Polycarbonate Canopy

6.2F Design Active and Engaging Storefronts: Storefront Lighting

Storefront lighting contributes to the safety, visibility, and nighttime identity of Little Saigon’s commercial corridors. Layered architectural lighting, illuminated storefronts, and culturally inspired fixtures create welcoming businesses after dark, highlight architectural features and entrances, and reinforce the vibrant atmosphere of Vietnamese streets, cafés, and night markets. Enhanced lighting allows for a better pedestrian experience while supporting an active and engaging public realm into the evening.



City/Public Agency



Developer/
Property Owner



Private Business
Owner

- Incorporate culturally inspired lighting elements, including lantern-inspired fixtures, pendant lighting, and contemporary interpretations of Vietnamese lighting traditions.
 - Utilize warm white lighting that complements the building’s architecture
 - Consider selecting fixtures that reference woven craftsmanship, geometric patterns, or botanical motifs.
 - Shield fixtures to minimize glare and light spill onto adjacent properties and public realm.

- Draw inspiration from the vibrant nighttime character of Vietnamese streets, night markets, and commercial corridors through layered lighting that creates warmth and visual interest.
 - Combine ambient, accent, and decorative lighting to create visually engaging storefronts.
 - Avoid relying solely on bright overhead lighting or exposed floodlights.
 - Illuminate storefronts after business hours to maintain an active retail frontage.

- Integrate lighting within display windows, canopies, signage, and architectural features to highlight building entrances.
 - Conceal lighting, wiring, and electrical conduits within canopies, soffits, and decorative screens.
 - Avoid excessively bright, flashing, or rapidly changing lighting that detracts from the pedestrian experience.



Decorative Vietnamese lanterns featuring colorful silk shades and floral motifs.



Wall mounted scones with pendant fixtures.



Gooseneck light fixtures highlighting storefront signage.

6.3A Design Roof Forms that Enhance Building Character

Roof forms contribute to the architectural identity, character, and visual prominence of buildings throughout Little Saigon. Thoughtfully designed rooflines, overhangs, parapets, and shade structures create distinctive building silhouettes, reduce the perceived scale of larger buildings, and enhance the pedestrian experience. Drawing inspiration from Vietnamese architectural traditions through contemporary design, roof forms can reinforce district character and provide climate-responsive comfort.

- 👤 Introduce roof forms that are inspired by Vietnamese architectural traditions through contemporary interpretations of layered roof forms, deep overhangs, stepped rooflines, and shaded arcades.
 - Integrate wood soffits, decorative screens, exposed structural elements, or ceiling treatments beneath roof overhangs.
 - Coordinate roof forms with façade materials, storefront design, and architectural detailing to create a cohesive building composition.
 - Design roof overhangs to project 1-2 feet beyond the building façade to provide effective shade and rain protection.
- 👤 Select durable, high-quality roofing materials, soffit finishes, and roof-edge detailing.
- 👤 Incorporate varied rooflines and parapets to create visual interest and reduce the perceived scale of larger buildings.
 - Break long rooflines into smaller segments to express changes in building massing through variation of parapet height, roof form, or architectural projections.
 - Align roofline transitions with storefront bays, building entrances, or changes in tenant spaces.
 - Avoid long, uninterrupted rooflines that create monotonous building façades.
- 👤 Utilize rooflines to establish hierarchy and highlight important building components and public-facing spaces.
 - Emphasize primary entrances, corner storefronts, plazas, and public gathering spaces through taller parapets, accent roof elements, or distinctive roof forms.



Traditional Vietnamese clay tile roof



Vietnamese french colonial ceramic roof



Vietnamese contemporary layered roof



City/Public
Agency



Developer/
Property Owner



Private Business
Owner

6.3B Roofline Variation



Continuous flat roofline with a consistent parapet.



Varied roof heights, tower elements, and articulated roof forms break down the building mass.





GUIDELINES: SIGNAGE & WAYFINDING



Signage & Wayfinding

Introduction

Wayfinding helps people understand and experience

Little Saigon as a connected district rather than a collection of individual destinations. Signs, maps, landmarks, and directional information guide residents and visitors to businesses, public spaces, cultural destinations, and community amenities while reinforcing the district's identity and sense of place.

As Little Saigon has grown over time, new shopping centers, businesses, and cultural destinations have developed across multiple cities. While this growth has strengthened the district's economic and cultural significance, inconsistent signage and limited wayfinding can make it more difficult for visitors to navigate between destinations and recognize Little Saigon as a unified cultural district.

This chapter provides guidance for creating a coordinated wayfinding and signage system throughout Little Saigon.

The recommendations establish a clear hierarchy of information, promote bilingual communication, and encourage a consistent visual identity that improves navigation while celebrating the culture and heritage of the Vietnamese-American community.



Understanding The Elements

Wayfinding is a coordinated system that helps people understand, navigate, and experience a place by responding to how they move through the space. Through a combination of signage, landmarks, maps, and environmental cues, wayfinding organizes information into a clear and intuitive journey, helping visitors confidently explore Little Saigon while reinforcing the district's identity.

Effective wayfinding provides clear routes, highlighting important destinations, and reinforcing key decision points along the journey. Successful systems do not rely on an abundance of signs; instead, they provide the right information at the right location. As wayfinding challenges become more complex, messaging should become simpler, allowing visitors to navigate comfortably without unnecessary information or visual clutter. Consistency in messaging, typography, colors, symbols, and graphic design further strengthens recognition and creates a cohesive experience throughout the district.

Signage should communicate quickly, clearly, and consistently while remaining integrated with the surrounding architecture and streetscape. Typography should be legible from appropriate viewing distances and reflect the district's visual identity. Clear messaging, bilingual communication, and universally recognized symbols improve accessibility for a wide range of users while reducing unnecessary complexity. By presenting only the information needed at each decision point, wayfinding can support intuitive navigation while allowing Little Saigon's architecture, public art, businesses, and cultural character to remain the primary focus.



Signage & Wayfinding Improvements

Recommendations

A Gateway

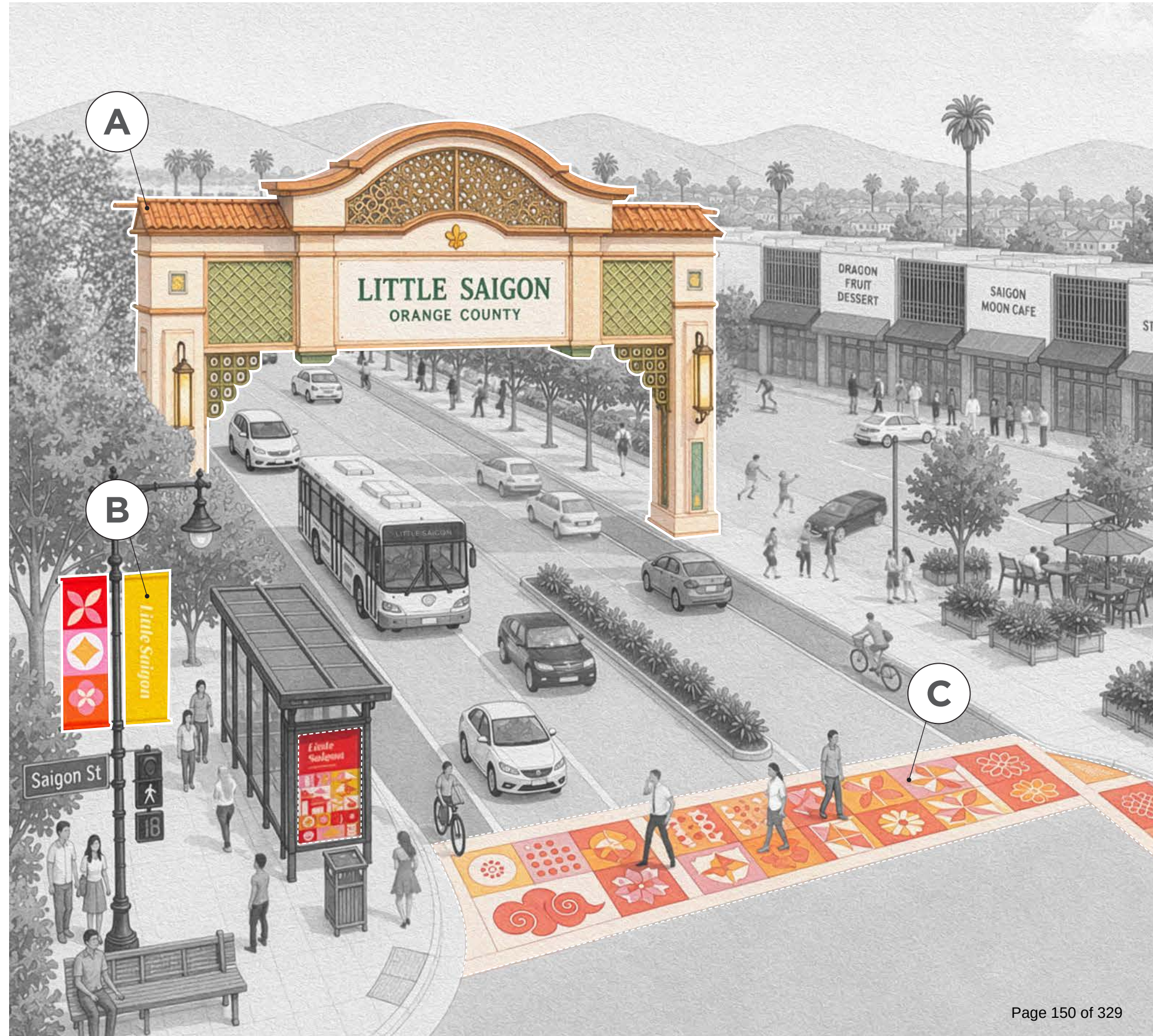
The gateway sign establishes a clear visual boundary marking the entrance to the district for placemaking and identification. They are typically positioned at primary entry points or key intersections, and is usually suspended over major thoroughfares.

B Street Banners

Banners create a continuous visual identity throughout a district, bridging the gap between major entry signs. They are easily interchangeable and can be periodically updated to reflect changing seasons and special events.

C Branded Pedestrian Spaces

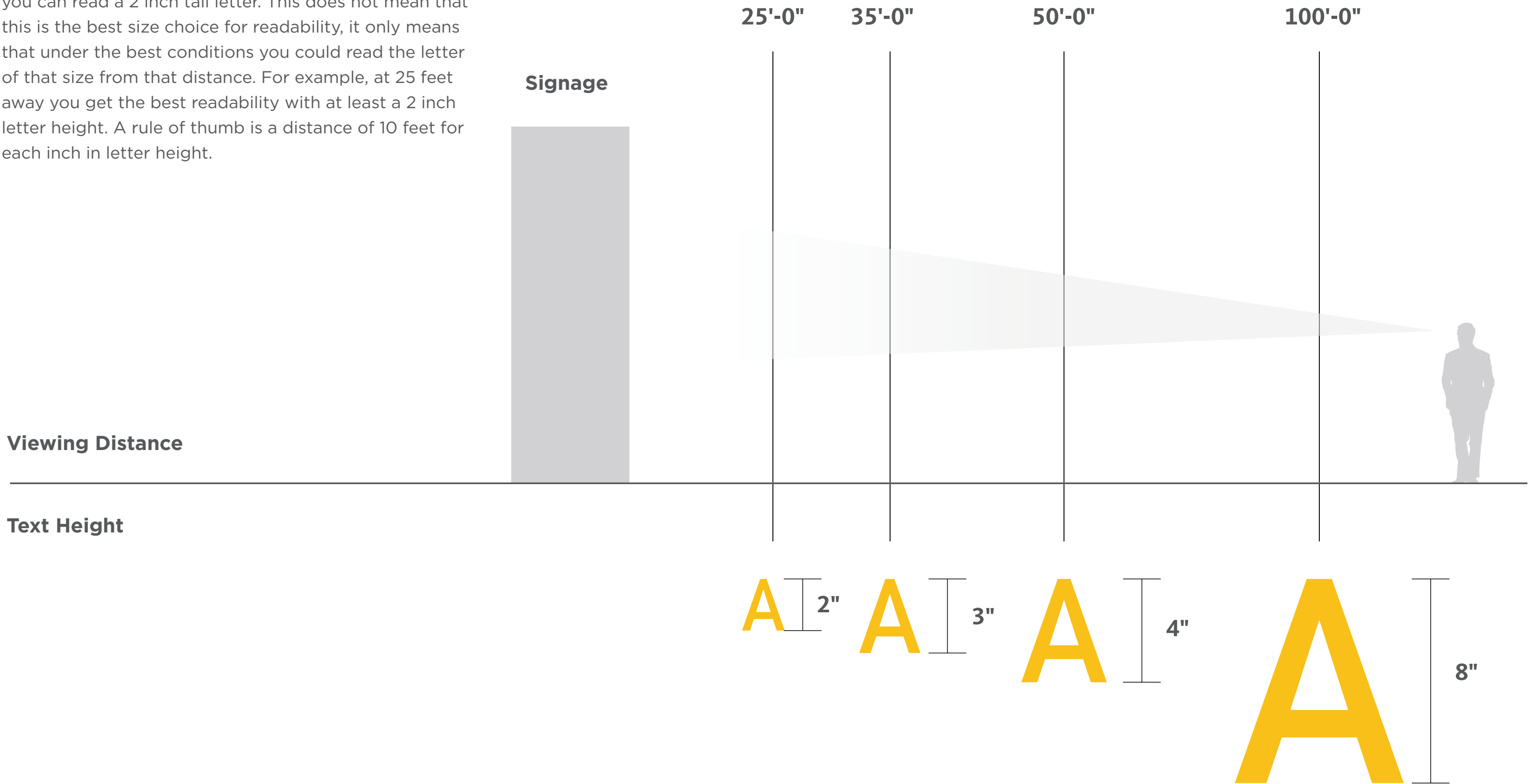
Branded Pedestrian Spaces like decorative crosswalks help transform functional transit areas into immersive brand touch points by reinforcing district identity and enhancing wayfinding.



ADA Standards and Viewing Distance

The size of text recommended per American Disabilities Act (ADA) Standards is based on the viewer’s distance from the sign.

This diagram shows that from as far away as 25 feet you can read a 2 inch tall letter. This does not mean that this is the best size choice for readability, it only means that under the best conditions you could read the letter of that size from that distance. For example, at 25 feet away you get the best readability with at least a 2 inch letter height. A rule of thumb is a distance of 10 feet for each inch in letter height.



Storefront Signage Alternatives



LEGEND

Wall Sign

Window Sign

Projecting Sign

Channel Letter Sign

Awning Sign

Disclaimer: This study is intended to illustrate potential storefront signage concepts and how signage could be expressed throughout the district. It is not a final design or proposed sign package. Final signage design, placement, and implementation will be determined through future design development and coordination with cities.

Public Realm Signage Alternatives



Disclaimer: This study is intended to illustrate potential public realm signage concepts and how signage could be expressed throughout the district. It is not a final design or proposed sign package. Final signage design, placement, and implementation will be determined through future design development and coordination with the cities.

7.1A Gateway

The experience of Little Saigon begins at its gateways. These prominent entry features announce arrival, create recognizable landmarks, and introduce visitors to the district’s unique cultural identity. As highly visible elements along major corridors, gateways establish a consistent visual identity that welcomes visitors and reinforces Little Saigon as a unified destination.

 City/Public Agency

 Developer/
Property Owner

Location
Positioned at primary entry points and intersection touch points typically suspended over major thoroughfares.

Material & Construction
Materials used should prioritize durability, low maintenance, and structural integrity. All surfaces to be finished with protective UV-resistant coatings and anti-graffiti sealants.

Message
Limited to the district name and / or logo identity. A minimum 70% color contrast between the text and the background is required for ADA-compliant legibility.

Illumination
Internal or external illumination

Size Guidelines
Height and width to follow zoning code.

General Note
Gateways must comply with local municipal codes and permit requirements, including height, size, structural, placement, clearance, and traffic visibility requirements.



Gateway with illuminated channel lettering, integrated LED lighting, and a prominent district emblem.



Arch-style gateway incorporating cultural architectural motifs, decorative ornamentation, and expressive form.



Cantilevered gateway featuring traditional roof forms, decorative lanterns, and cultural detailing.

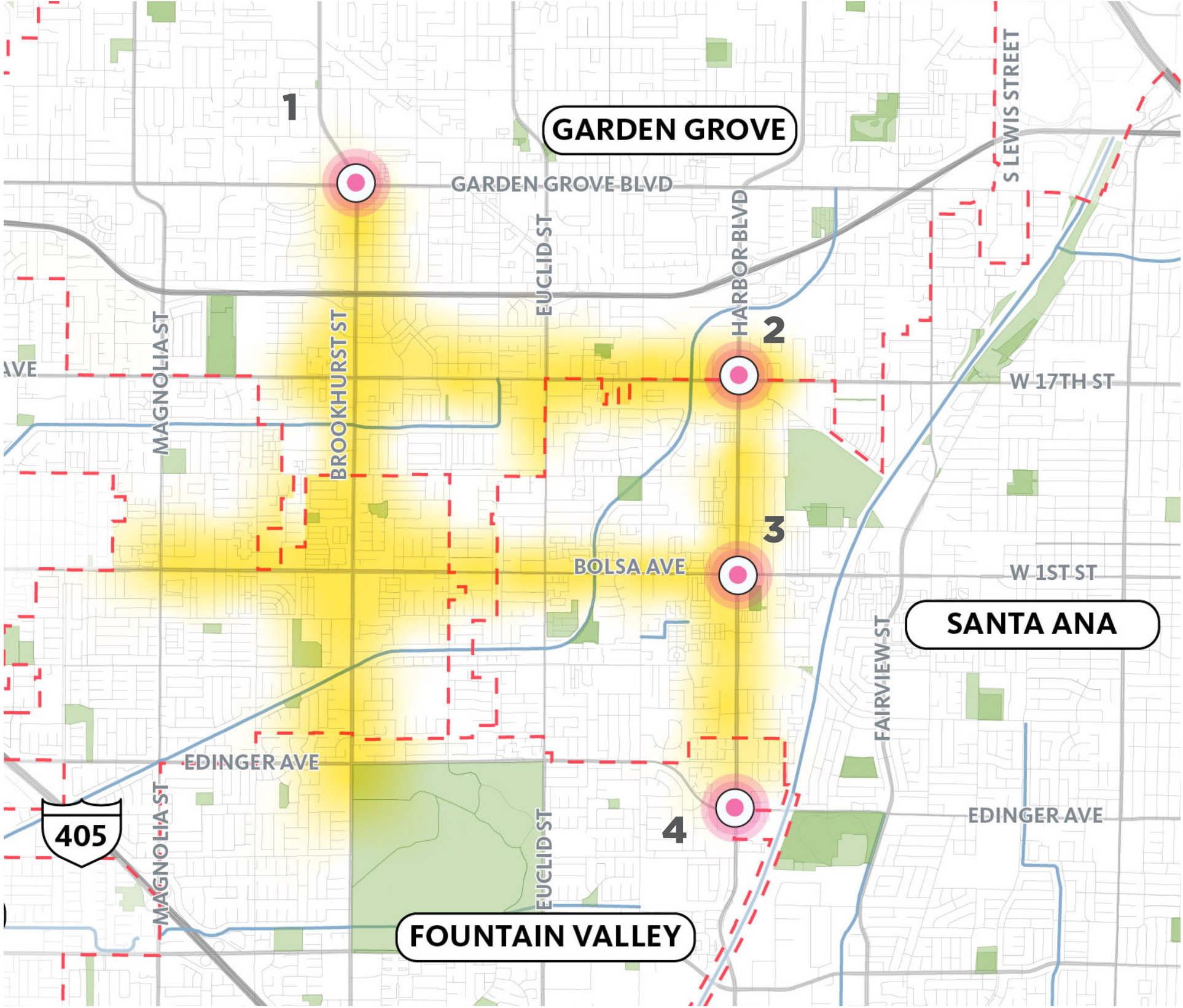
7.1B Gateway: Suggested Locations

Gateway locations have been strategically identified at the primary entrances to Little Saigon to create a clear and memorable sense of arrival from every major direction. Positioned along the district’s most prominent corridors and intersections, these gateways announce entry into the Vietnamese-American cultural district while strengthening its identity across Garden Grove, Fountain Valley, and Santa Ana.

- 1 - Intersection of Garden Grove Blvd & Brookhurst St
- 2 - Intersection of W 17th St & Harbor Blvd
- 3 - Intersection of Bolsa Ave & Harbor Blvd
- 4 - Intersection of Edinger Ave & Harbor Blvd

Suggested gateway locations are identified to signal the transition into areas with a greater concentration of businesses within Little Saigon.

Final placement of gateways should be determined through further study and coordination with the participating cities, including consideration of existing conditions, right-of-way constraints, visibility, pedestrian activity, and engineering requirements.



Illustrative map identifying five potential gateway locations at primary district entry points.

7.1C Gateway: Design Alternatives



Version 1. Inspired by traditional Vietnamese architectural forms.



Version 2. Vibrant, illuminated graphics.



Version 3. Hybrid - Vietnamese, modern, & minimalist.



Version 4. Hybrid - Vietnamese, French, & modern.

Preliminary Design Studies: Based on community feedback, multiple preliminary gateway design studies were developed to explore potential design directions for the district. These concepts are illustrative and are not intended to represent four proposed gateways. Further study, design development, and coordination with the participating cities will be needed to determine the final design, location, and implementation of gateway signage.

7.2 Monument

Monument signs serve as an alternative to gateway structures in locations where larger installations are not practical. As part of a coordinated family of district identity elements, they reinforce the character of Little Saigon and create a consistent sense of arrival across a variety of site conditions.

 City/Public Agency

 Developer/
Property Owner

Location

Positioned at primary entry points or median of main thoroughfares, and intersection touch points.

Material & Construction

Materials used should prioritize durability, low maintenance, and structural integrity. All surfaces to be finished with protective UV-resistant coatings and anti-graffiti sealants.

Message

Limited to the district name and / or logo identity. A minimum 70% color contrast between the text and the background is required for ADA-compliant legibility.

Illumination

Internal or external illumination

Size Guidelines

Height and width to follow zoning code.

General Note

Monument signs must comply with local municipal codes and permit requirements, including height, size, structural, placement, clearance, and traffic visibility requirements.



Arched monument sign featuring large district lettering on a structural steel frame.



Mounted monument sign with large scale lettering on vertical louvers.



Low-profile monument sign constructed of natural stone with inset district lettering.



Large-scale monument sign featuring dimensional lettering and architectural supports.

7.3 Pylons

Pylon signs help identify Little Saigon as a distinct district and let visitors know when they have arrived. They can define entry and exit points along major corridors or provide secondary arrival markers at minor street entrances.

 City/Public Agency

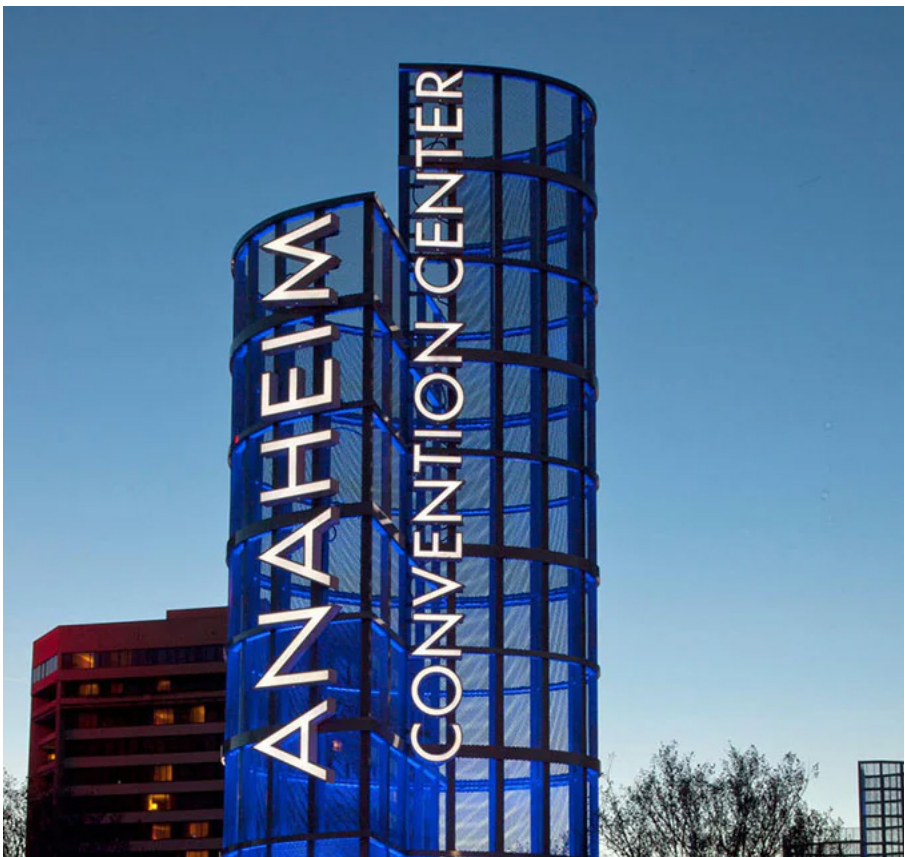
 Developer/
Property Owner

- Location**
Positioned at primary or secondary entry points and intersection touch points.
- Material & Construction**
Materials used should prioritize durability, low maintenance, and structural integrity. All surfaces to be finished with protective UV-resistant coatings and anti-graffiti sealants.
- Message**
Limited to the district name and / or logo identity. A minimum 70% color contrast between the text and the background is required for ADA-compliant legibility.

- Illumination**
Internal or external illumination
- Size Guidelines**
Height and width to follow zoning code.
- General Note**
Pylon signs must comply with local municipal codes and permit requirements, including height, size, structural, placement, clearance, and traffic visibility requirements.



Pylon sign incorporating varied typography, decorative metal screening, and multilingual graphic elements.



Cylindrical pylon made out of metal screens with illuminated letters.



Pylon sign constructed of wood slats with integrated vertical lettering and decorative geometric screening.

7.4 Tenant Signage

Tenant pylon signs serve as highly visible landmarks that help visitors navigate retail centers and discover local businesses. When thoughtfully integrated with the architecture of the shopping center, they create a cohesive identity that supports both business visibility and the distinctive character of Little Saigon.

 Developer/
Property Owner

Location

Position at primary vehicular entrances to retail centers where they are clearly visible from adjacent roadways.

Material & Construction

Design should complement the architecture of the retail center using durable, low-maintenance materials. Incorporate cultural influences through material selection and detailing. Finish all surfaces with UV-resistant coatings and anti-graffiti sealants.

Message

Maintain a consistent panel size, alignment, and spacing while allowing each business to display its own logo and typeface. A minimum 70% color contrast between the text and the background is required for ADA-compliant legibility.

Illumination

Internal or external

Size Guidelines

Height and width to follow zoning code.

General Note

Tenant signs must comply with local municipal codes and permit requirements, including height, size, structural, placement, clearance, and traffic visibility requirements.



7.5 Branded Pedestrian Spaces

Branded pedestrian spaces transform everyday walking routes into opportunities to celebrate the identity of Little Saigon. Integrated ground graphics and cultural patterns reinforce the district’s visual character, improve orientation, and create a cohesive experience throughout the public realm.

 City/Public Agency

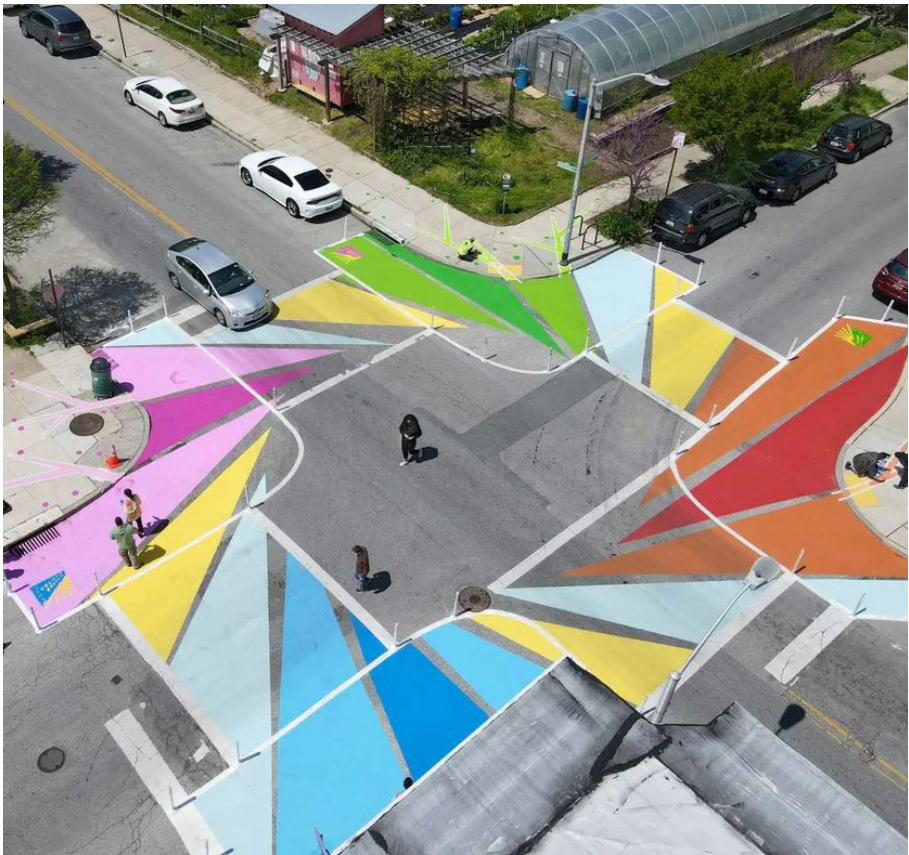
 Developer/
Property Owner

- Location**
Prominent destinations along major corridors and activity centers within the district.
- Material & Construction**
Epoxy-based Paints
- Message**
District name and / or logo identity, branded graphics and patterns.
- Size Guidelines**
Crosswalk Width: A minimum of 6’ is required, though 8’ – 10’ is the preferred standard for commercial districts and areas with heavy pedestrian traffic.

- General Note**
All signage must adhere to local municipal codes regarding structural regulations, permit requirements, and maximum sizing allowances.
- Painted crosswalk locations are subject to further study. Final locations and feasibility will be determined through engineering review, pedestrian traffic analysis, safety considerations, and applicable city standards.



Artistic painted crosswalk incorporating bold colors and graphic patterns.



Painted intersection with high-visibility crosswalks, curb extensions, and decorative pavement graphics.



Decorative plaza paving featuring large-scale geometric artwork.

7.6 Street Banners

Street banners extend the identity of Little Saigon beyond its gateways by creating a continuous visual identity throughout the district. As part of a coordinated family of branding elements, they bridge the gap between major entry signs, strengthen district recognition, and provide a flexible way to reflect seasonal celebrations, cultural traditions, and community events.

 City/Public Agency

 Developer/
Property Owner

Location

Placed in high-foot-traffic areas and along main driving aisles.

Material & Construction

Heavy-duty, UV-resistant Vinyl or Metal

Vinyl banners provide a cost-effective, flexible option for seasonal displays and special events, while metal offers greater durability and lower maintenance.

Message

Limited to the district name and / or logo identity. A minimum 70% color contrast between the text and the background is required for ADA-compliant legibility.

Size Guidelines

Sizing dependent on the height of light pole, clearance regulations, and wind-load engineering. Sizing to follow zoning code.

General Note

All signage must adhere to local municipal codes regarding structural regulations, permit requirements, and maximum sizing allowances.



Vinyl street banners featuring bold colors, graphic patterns, and coordinated branding.



Powder-coated metal banner with cut-out graphics and district branding.

7.7 Storytelling Pathways

Walking through Little Saigon should be an opportunity to experience the stories that shaped the community. Storytelling trails celebrate place by connecting cultural landmarks, public spaces, and everyday destinations through interpretive experiences that engage pedestrians and reinforce the district’s unique identity.



Location
Highly trafficked pedestrian areas along major corridors or shopping areas.

Material & Construction
Epoxy-based paints, high-performance vinyl graphics, colored concrete, decorative pavers, metal inlays, engraved stone, ceramic tile, and large-format LCD digital screens.

Size Recommendations
Consider placing storytelling elements at least every 50-100 feet in highly trafficked pedestrian oriented commercial corridors.

Message
Primary messaging may include historical timelines, community stories, and cultural interpretation. Secondary messaging should be limited to the district name, logo, and branded graphics. Maintain high contrast between graphics and the ground plane for visibility.

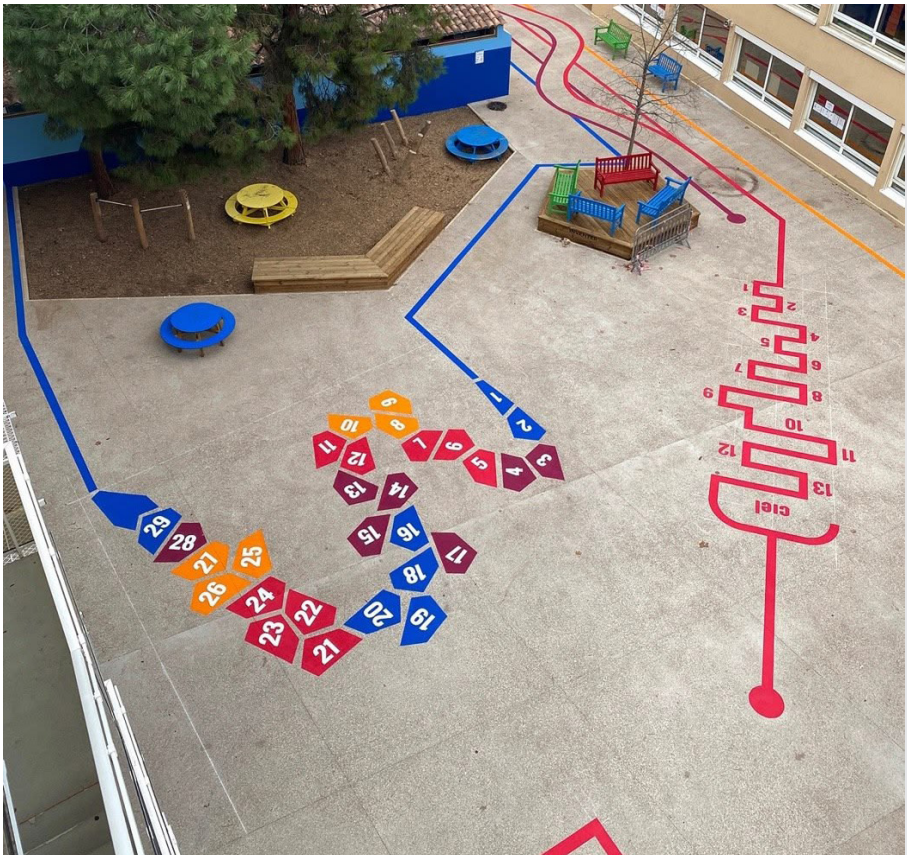
General Note
All signage must adhere to local municipal codes regarding structural regulations, permit requirements, and maximum sizing allowances.



Interpretive walking path with embedded historical dates, archival imagery, and educational storytelling.



Storytelling marker with educational information and pavement graphics.



Interactive storytelling path featuring colorful ground graphics and educational play elements.





City of Fountain Valley City Council

Action Request

To: Honorable Mayor and City Council

Agenda Date: September 1, 2026

Subject: Approval of the Municipal Water District of Orange County Water Conservation Participation Agreement CON-15-39 (1202) FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program in the amount of \$19,918.42

Three Year Strategic Goals:

Not applicable

Amended Staff Report:

Executive Summary:

City Council approved the Municipal Water District of Orange County (MWDOC) Water Conservation Participation Agreement (Participation Agreement), CON-15-39 (1202), in July 2015. Since then, the City has opted in and out of Water Conservation programs annually based on the City's needs through addendums to the agreement.

On March 17, 2026, City Council approved Addendum 3E for FY 25-26 Conservation Framework Technical Assistance Program services in the amount of \$20,552.35 to assist the City with meeting upcoming compliance deadlines and planning for future Urban Water Use Objective compliance milestones. At that time, staff estimated that an additional \$28,577.50 would be needed in FY 26-27 to complete the work needed.

Staff now requests that City Council approve Addendum 3E for FY 26-28 in the amount of \$19,918.42 to complete the work started in FY 25-26. This amount is \$8,659 less than expected due to additional funding support secured by MWDOC. The cost of these additional services will be fully funded by the City's Water Utility Fund.

Discussion:

The Participation Agreement is a master agreement between MWDOC and its participating agencies that consolidates all conservation programs and incentives into a single agreement. The Participation Agreement defines the terms for long-term participation in the incentive programs and simplifies the participation and supplemental-funding processes. Participating agencies sign addenda annually or more frequently as needed to indicate their participation in each program. Programs are currently available to residential and commercial-industrial-institutional (CII) customers, including incentives and rebates for smart timers, turf replacement, spray-to-drip conversions, trees, landscape design, high-efficiency clothes washers, premium high-efficiency toilets, rotating nozzles, rain barrels, etc.

The City of Fountain Valley has participated in the Participation Agreement since July 2015,

when the City Council approved the agreement and authorized the City's Director of Public Works to execute all Participation Agreement Addendums related to routine operational, administrative, and time-sensitive matters, for the purpose of maintaining efficient workflow and avoiding unnecessary delays. In addition to rebates and incentives promoting water conservation, the Participation Agreement has been expanded to include Meter Area Measurements (Addendum 3D) and Conservation Framework Technical Assistance (Addendum 3E). These programs differ from the standard rebate and incentive programs because they are designed to directly assist member agencies in complying with Assembly Bill (AB) 1668 and Senate Bill (SB) 606, also known as the Making Conservation a California Way of Life Framework, or Conservation Framework.

On March 17, 2026, staff presented Addenda 3D and 3E for FY 24-26 to the City Council for approval due to the dollar amounts associated with participation and the unique nature of these nonrecurring programs. City Council approved the addenda and reaffirmed that the Director of Public Works retains authority to execute all Participation Agreement Addenda, excluding Addenda 3D and 3E. At that time, staff estimated that an additional \$28,577.50 (\$24,850 plus a 15% program management fee of \$3,727.50) would be needed in FY 26-27 to complete the Addendum 3E tasks.

Staff now requests that the City Council approve Addendum 3E for the FY 26-28 Conservation Framework Technical Assistance Program in the amount of \$19,918.42 to complete the tasks started in FY 25-26. This amount is \$8,659 less than expected due to additional funding support secured by MWDOC from the Metropolitan Water District (MWD) and the United States Bureau of Reclamation (USBR). Completion of these tasks will allow the City to meet upcoming compliance deadlines and plan for future Urban Water Use Objective compliance milestones.

Procurement:

Fiscal Review:

The cost of Addendum 3E will be expensed to the Water Utility Fund, Public Works Department, Water Distribution – Water Conservation account (500.50.50571.53550). The FY 2027 budget allocates \$110,000 for water conservation, of which \$30,000 is designated for Conservation Framework assistance programs such as this. Therefore, there are sufficient funds for the City to complete the tasks identified in Addendum 3E.

Water Utility Fund	
Public Works Department, Water Distribution – Water Conservation	
500.50.50571.53550	
FY 2027 Budget for Conservation Framework Assistance - \$30,000.00	
FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program	
Framework Compliance Plan	\$19,821.47
CII Account Classifications	\$ 99.43
CII BMPs Implementation Plan	\$ 3,502.35
FY 27 Agency Funding Total	\$23,423.25
FY 26 Remaining Funding Rollover	\$ 3,504.83
Additional Agency Funding to be Provided	\$19,918.42

*The Program Management fee of 15% that was previously a separate line item has been

incorporated into the cost of the individual tasks.

MWDOC has secured additional funding from MWD and USBR to assist agencies with the cost of these tasks. In FY 26-27, MWDOC will provide an additional \$13,352.62 toward the cost of the City’s selected tasks. Since the inception of the Conservation Framework Technical Assistance Program in 2024, MWDOC has provided a total of \$31,977.22 (44% of the total cost) in supplemental funding to assist the City with the completion of these tasks.

Public Notification:

Environmental Impact Review:

Attorney Review:

The Attorney(s) for the City has reviewed and approved Addendum 3E for the FY 26-28 Conservation Framework Technical Assistance Program.

Alternatives:

Alternative No. 1: Approve the Municipal Water District of Orange County Water Conservation Participation Agreement CON-15-39 (1202) FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program in the amount of \$19,918.42. This is the recommended action.

Alternative No. 2: Do not approve Addendum 3E for the FY 26-28 Conservation Framework Technical Assistance Program. This is not recommended because it would hinder the City’s compliance efforts and prevent the City from benefiting from the expertise, economies of scale, and funding available through MWDOC for these Conservation Framework compliance tasks.

Recommendation:

Staff is requesting City Council approval of Alternative No. 1 to approve the Municipal Water District of Orange County Water Conservation Participation Agreement CON-15-39 (1202) FY 26-28 Addendum 3E – Conservation Framework Technical Assistance Program in the amount of \$19,918.42.

Christine Smith	Created/Initiated	Approver
Scott Smith	Approved	Approver
Heather Campbell	Approved	Approver
Rick Miller	Approved	Approver
Ryan Smith	Approved	Approver
Colin Burns	Approved	Approver
Maggie Le	Final Approval	Approver

Attachments:

1. 2 - ATT 1 - FV_FTAP Addendum 3E_FY26-28
2. 3 - ATT 2 - Amend 2
3. 4 - ATT 3 - Amend 1
4. 5 - ATT 4 - CON-15-39



Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
Conservation Framework Technical Assistance Program
(Page 1 of 6)

Program Overview

Assembly Bill (AB) 1668 and Senate Bill (SB) 606, also known as the Making Conservation a California Way of Life Framework, or Conservation Framework, requires each Urban Water Supplier to calculate and report their Urban Water Use Objective and to stay within their calculated annual water budget. Additionally, the Conservation Framework includes commercial, industrial, and institutional (CII) non-volumetric Performance Measures including CII customer account classifications, thresholds for converting mixed CII meters to DIMs or in lieu technologies, CII best management practices (BMPs), and identification of and information sharing with disclosable buildings.

To assist Orange County Water Suppliers (hereafter Participant Agency or Participant Agencies), MWDOC has entered into an Agreement with Environmental Incentives (EI) and arranged for Metropolitan funding and United States Bureau of Reclamation (USBR) funding, where applicable, to provide technical assistance for compliance with the Conservation Framework. This Conservation Framework Technical Assistance Program (TAP) includes required tasks as well as optional tasks as outlined in this addendum. The available tasks are summarized below, including the associated price range per task. Individual Agency costs may vary based on retailer size, number of connections, available data and/or resources, or other unique attributes. Agency-specific costs will be listed in Table 2.

In order to access EI's Services through MWDOC, Participant Agency must complete and sign this Addendum 3E and provide upfront co-funding as set forth below.

Participant Agency Obligations

As a condition of participation, Participant Agency understands and agrees to the following:

- Participant Agency will make reasonable efforts to assist MWDOC and EI with gathering the information needed for fulfilling task deliverables.
- Participant Agency will be required to pay for all costs incurred through the Program.

Participant Agency Co-Funding

Participant Agency agrees to provide co-funding for the Program in the amounts specified in the Tables below. Co-funding will be provided on a per-task basis up to the Not to Exceed funding limit. Participant Agency understands that cost calculations are based on the best available information and are subject to change.

Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
Conservation Framework Technical Assistance Program
(Page 2 of 6)

Tasks Overview

TASK 1 - PROGRAM MANAGEMENT

Required for participation in the Conservation Framework TAP

EI's overall Program Management internally and externally with MWDOC and the participating retailer. The Consultant will invoice MWDOC at regular intervals and provide final task completion reports, when appropriate.

Deliverables:

- MWDOC to receive regular program invoicing and associated backup reports
- Final Task completion reports

Cost: 15% of costs of selected tasks (Added into Estimated Costs in Table 2)

TASK 3A - FRAMEWORK COMPLIANCE PLAN

EI will create a customized Framework Compliance Plan that outlines (1) what the retailer needs to do to prepare for compliance and (2) what needs to be implemented to achieve the water savings necessary to comply with the Urban Water Use Objective. **This task is recommended to be completed no later than 2027.**

Deliverables:

- Framework Compliance Plan that addresses preparation for compliance and implementation over the next five years.
- Estimate water savings and associated device/program implementation needed to comply with objectives at required milestones.
- Estimate costs needed to comply with objectives at required milestones.

Cost Range: \$25,008 –\$65,870 (one-time), plus Task 1 costs

TASK 3B - ANNUAL REPORT COMPILATION AND DATA MANAGEMENT

EI will support the retailer with the submittal of the annual report to the State Water Board, including support for data management, reporting form input fields, and state data updates.

Deliverables:

- Annual Report preparation and assistance.
- Organize and manage data needed to comply with the reporting requirements of the Regulation, including State Open Data updates.

Cost Range: \$5,418–\$8,062 (annual), plus Task 1 costs

Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
Conservation Framework Technical Assistance Program
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TASK 3C - CII ACCOUNT CLASSIFICATIONS

EI will work with the retailer to classify CII customer accounts according to the Regulation requirements and create a guidance plan to keep classifications at 95% (or higher) moving forward. **Classifications must be completed by June 30, 2027.**

Deliverables:

- Classifications of all CII accounts.
- Guidance plan to keep classification at 95% moving forward.

Cost Range: \$4,006–\$5,796 (one-time), plus Task 1 costs

TASK 3D - CII BEST MANAGEMENT PRACTICES (BMPS) IMPLEMENTATION PLAN

EI will create a customized implementation plan mapping compliance with the Conservation Framework regulation, including the CII BMP requirements of § 974, the in-lieu technologies and accompanying BMP requirements in § 973, and disclosable buildings requirements in § 974a.

Depending on the chosen compliance path referenced in § 974(c), option 1 must be completed by **June 30, 2025**; or option 2 must be completed by **June 30, 2027**; or option 3 must be completed by **June 30, 2029**.

Depending on the chosen compliance path referenced in § 973(a), option 1 must be completed by **June 30, 2027**; or option 2 must be completed by **June 30, 2029**.

Deliverables:

- Retailer-specific BMP, In-Lieu Technology, and Disclosable Building Implementation Plan.

Cost Range: \$16,089–\$24,974 (one-time), plus Task 1 costs

Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
Conservation Framework Technical Assistance Program
(Page 4 of 6)

TASK 3E - MISCELLANEOUS FRAMEWORK TECHNICAL ASSISTANCE

EI will provide technical support as needed for specific issues, analyses, or one-time activities. Scope and budget to be developed with the participating agency.

Deliverables, as needed:

- Compliance support with overlapping regulations (Support for AB 1572)
 - Ordinance Adoption Support
 - Process Management Support
 - Enforcement Planning
 - Customer Communications Planning Support
 - Customer Communications Implementation Support
 - Program Planning Support
- Data investigation and reconciliation.
- Program planning support.
- Targeted staff training to support compliance planning and implementation.

Cost Range: \$3,500–\$70,000 (as needed), plus Task 1 costs

TASK 3F(a) – INTERNAL AND EXTERNAL ENGAGEMENT

EI will provide support for engagement of internal and external collaborators to ensure Task 3a-3d recommendations can be implemented effectively.

Deliverables, as needed:

- Outreach and engagement plan for key stakeholders.
- Compliance roadmaps to share with other departments and agency partners.

Cost Range: \$10,670–\$21,655 (as needed), plus Task 1 costs

Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
Conservation Framework Technical Assistance Program
(Page 5 of 6)

Agency hereby acknowledges that upfront co-funding was previously provided to MWDOC for Addendum 3E and authorizes MWDOC to retain the unspent balance of that co-funding to use for remaining and additional Addendum 3E work:

Participant Agency: City of Fountain Valley

Table 1. FYs 2024-2026 – Remaining Balance Rollover Authorization:

Amount of Upfront Co-Funding Provided in FY 2024-2026	Amount of Co-Funding Spent in FY 2024-2026	Amount of Co-Funding Remaining	Authorization to Rollover Remaining Balance
\$20,552.35	\$17,047.52	\$3,504.83	☒

Table 2. FYs 2026-2028 – Conservation Framework Technical Assistance Program

Cost Sheet for Selected Conservation Framework TAP Services with Environmental Incentives					
Task (All tasks are performed by Environmental Incentives)		Estimated Cost	MWDOC Cost Share	Agency Funding for Fiscal Year 2026-2027	Agency Funding for Fiscal Year 2027-2028
Task 3a: Framework Compliance Plan	☒	\$19,821.47		\$19,821.47	
Task 3b: Annual Report FY25-26 Compilation (by Jan 1, 2027)	☐				
Task 3b: Annual Report FY26-27 Compilation (by Jan 1, 2028)	☐				
Task 3c: CII Account Classifications	☒	\$99.43		\$99.43	
Task 3d: CII BMPs Implementation Plan	☒	\$16,854.97	\$13,352.62	\$3,502.35	
Task 3e: Miscellaneous Framework Technical Assistance	☐				
Task 3f(a): Internal and External Engagement	☐				
Agency Funding Total				\$23,423.25	\$ 0.00
Remaining Funding Rollover				\$3,504.83	
Additional Funding to be Provided				\$19,918.42	\$ 0.00

- (1) Check the box and fill in the funding for all tasks you wish to participate in. Leave the funding box empty for the tasks you do not wish to participate in.
- (2) The Task 1 cost is built into the Estimated Cost for each Task.
- (3) This Cost Sheet may be updated upon mutual consent of the parties as indicated in writing.

Addendum 3E
FY 26-28 Election and Authorization
For Participation in Municipal Water District of Orange County's
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(Page 6 of 6)

Grand Total Not to Exceed

Authorized Funding for Fiscal Years 2026-2027: \$23,423.25

(Sum of Remaining Funding Rollover and Additional Funding to be Provided)

Grand Total Not to Exceed

Authorized Funding for Fiscal Years 2027-2028: \$ 0.00

Elect to Roll Over Remaining Balance from FY 25-26 to 26-27 ☒

Elect to Roll Over Remaining Balance from FY 26-27 to 27-28 ☒

By signing below, Participant Agency understands that this is an addendum to the Water Conservation Participation Agreement between MWDOC and Participating Agency and that Participating Agency is bound by the terms and conditions of that Agreement. The Conservation Framework Technical Assistance Program is a MWDOC-Administered Program as described in the Agreement. Participant Agency also understands and agrees that it is obligated to pay any co-funding amounts for any Services initiated during the term of this Addendum 3E, regardless of when the Service is completed.

This Addendum and funding authorization are effective as of the date signed below and continue through June 30, 2028, or until a replacement Addendum is approved and implemented by MWDOC, whichever comes first. All Program conditions and invoicing shall be pursuant to the terms of the Water Conservation Participation Agreement. Each form submitted shall include the total authorization of the Agency for the specified time period.

By signing, Participant Agency agrees to these terms.

Participant Agency City of Fountain Valley

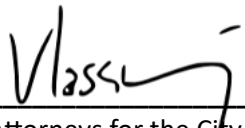
Authorizing Signature General Manager /Designee

Date

Date received: _____ Approved by _____

Comments: _____

APPROVED AS TO FORM:
HARPER & BURNS LLP



Attorneys for the City

APPROVED AS TO CONTENT:



Scott Smith, Director of Public Works

**SECOND AMENDMENT
TO
WATER CONSERVATION PARTICIPATION AGREEMENT**

This Second Amendment to the Water Conservation Participation Agreement (“Second Amendment”) is effective on July 1, 2025 (“Effective Date”), by and between the Municipal Water District of Orange County (“MWDOC”) and the City of Fountain Valley (“Participant Agency”). MWDOC and Participant Agency may be collectively referred to as “Parties” and individually as “Party.”

RECITALS

- A. The Parties entered into a Water Conservation Participation Agreement dated July 1, 2015, regarding the Participant Agency’s participation in certain water conservation programs (“Agreement”). The Agreement was amended by the First Amendment to the Agreement (“First Amendment”).
- B. The Parties now intend to amend the Agreement with this Second Amendment to extend the term of the Agreement from June 30, 2025 to June 30, 2035.
- C. The Parties also intend to update the agreement administration and the retention policy, and to clarify the inclusion of all incentive programs as provided in the Agreement as amended.

NOW, THEREFORE, the Parties agree as follows:

AMENDED TERMS OF AGREEMENT

1. The following Sections of the Agreement are hereby amended and shall now read as follows:
- a. “1.1 This Agreement will be effective on July 1, 2015, and shall terminate on June 30, 2035 (“Term”). Continuance of this Agreement will be subject to annual budget approval by MWDOC’s Board of Directors.”
 - b. “1.4 This Agreement encompasses multiple conservation programs that provide incentives to consumers. Addenda to this Agreement will be issued for changes involving Metropolitan and/or MWDOC Board-approved items, grant funding, and changes to incentive programs, including funding and incentive levels. All Addenda are enforced for the duration of this Agreement unless the Addenda are amended or terminated by either Party.”
 - c. “2.2.1 Participant Agency may elect to take advantage of the MWDOC Administered Programs by having its authorized representative complete and sign

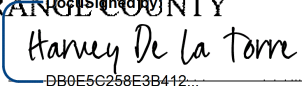
Addenda 3A through 3E in the spaces provided. If Participant Agency completes and signs Addenda 3A through 3E, Participant Agency agrees to be bound by the provisions of this Section 2.2, Sections 3, 5, 6, 7, and 8 of this Agreement, and Addenda 3A through 3E. If the Participant Agency does not complete, sign, and return Addenda 3A through 3E, notwithstanding any other provision of this Agreement, the Participant Agency will not be bound by Section 2.2 or the provisions in Addenda 3A through 3E.”

- d. “7.3 Participant Agency shall maintain all Participant Agency Administered Program information, including Participant Agency applications, water bills, and purchase receipts, for a period beginning on the date the incentive is first awarded for a given application and respective project and ending seven years later.”
2. The word “Addendums” is hereby replaced by the word “Addenda” throughout the entire Agreement.
3. Authority to enter into Second Amendment. Each Party represents that the person executing this Second Amendment has the requisite power and authority to execute the Second Amendment and to bind each respective Party.
4. Continuing Effect of Agreement. Except as amended by this Second Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by the First and Second Amendments.
5. Execution in Counterparts. This Second Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

MWDOC and Participant Agency have each caused this Second Amendment to be executed by its duly authorized representative as of the date set forth below the authorized signature.

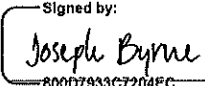
IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment.

MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

By: 
DB0E5C258E3B412
Harvey De La Torre
General Manager

Date: 6/18/2025 | 10:39 AM PDT

Approved as to Form:

Signed by:
By: 
800D7933C7204EC
Joseph Byrne
General Counsel

Date: 4/22/2025 | 10:12 AM PDT

PARTICIPANT AGENCY

Agency Name: City of Fountain Valley

By: Ted Bui

Title: Mayor

Date: 6-5-2025

Approved as to Form:



By: Harper & Burns LLP

Title: Attorneys for the City

Date: 5/12/25

Approved as to Content:



By: Scott Smith

Title: Director of Public Works

Date: 5/14/25

FIRST AMENDMENT TO WATER CONSERVATION PARTICIPATION AGREEMENT

This First Amendment to Water Conservation Participation Agreement ("First Amendment") is effective on July 1, 2016 ("Effective Date"), by and between the Municipal Water District of Orange County ("MWDOC") and City of Fountain Valley ("Participant Agency") MWDOC and Participant Agency may be collectively referred to as "Parties" and individually as "Party."

RECITALS

- A. MWDOC and Participating Agency entered into a Water Conservation Participation Agreement regarding the Participating Agency's participation in certain water conservation programs ("Agreement").
- B. The Parties now desire to amend the Agreement to make certain changes to provisions regarding verification of the installation of items and devices installed as part of certain water conservation incentive programs.

TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment. Section J is added to the Recitals to read as follows:

"J. The purpose of this Agreement is also to acknowledge that Participating Agency is participating in MWDOC's Choice Water Use Efficiency Program ("WUE Program") and in doing so is agreeing to pay for its proportionate share of MWDOC's administrative and direct program costs of the WUE Program."
2. Amendment. Section 1.7 is added to the Agreement to read as follows:

"1.7 Participating Agency understands that by entering into this Agreement it is participating in MWDOC's Choice Water Use Efficiency Program ("WUE Program") and agrees to pay MWDOC for its proportionate share of MWDOC's costs for administering the WUE Program based on Participating Agency's level of participation in the WUE Program. MWDOC will annually invoice Participating Agency."

3. Amendment. Section 6 is amended in its entirety to read as follows:

“Section 6: Installation Verification/Inspection

- 6.1 Participant Agency shall be responsible for conducting installation verifications/inspections of items and devices installed, distributed, and/or rebated by Participant Agency under Participant Agency Administered Programs to ensure compliance with program requirements, and/or for paying all costs associated with this verification/inspection. Installation verification/inspection measures must be designed to ensure that materials, installation verifications/inspections of eligible program items and devices, and services meet requirements established by Metropolitan and MWDOC, which requirements will be provided to Participant Agency by MWDOC as Attachment A.
- 6.2 Participant Agency shall be responsible for conducting installation verifications/inspections of items or devices installed, distributed, and/or rebated by Participant Agency or MWDOC under MWDOC Administered Programs to ensure compliance with program requirements, and/or for paying all costs associated with this verification/inspection. Installation verification/inspection measures for program items and devices must be designed to ensure that materials, installation verifications/inspections of eligible program items and devices, and services meet requirements established by Metropolitan and MWDOC, which requirements will be provided to Participant Agency by MWDOC as Attachment A.
- 6.3 Participant Agency may elect to (1) conduct its own installation verifications/inspections by either utilizing its in-house staff or contracting with a third party vendor of its choice; or (2) utilize MWDOC’s installation verification/inspection contractor to conduct the installation verification/inspections. If Participant Agency elects to utilize MWDOC’s verification/inspection vendor, Participant Agency may elect to contract directly with MWDOC’s verification/inspection vendor. If Participant Agency elects not to enter into such contract, MWDOC, in MWDOC’s sole discretion, may require that Participant Agency contract directly with MWDOC’s verification/inspection vendor.
- 6.3.1 Notwithstanding any other provision in this Agreement, Participant Agency understands and agrees that if Participant Agency utilizes MWDOC’s verification/inspection vendor, Participant Agency must still comply with all of the requirements of this Agreement, including the refund requirements in Section 6.6, and MWDOC is in no way liable or responsible for the acts or omissions of such vendor and makes no

representations or warranties regarding the quality of such vendor's work. Participant's sole recourse as to any action, claims or damages arising out of the acts or omissions of MWDOC's verification/inspection vendor is with the vendor and not with MWDOC.

- 6.4 MWDOC reserves the right to conduct installation verification/inspection of items and devices within Participant Agency's service area.
- 6.5 Participant Agency acknowledges that any item or device receiving funding from Metropolitan may be subject to an installation verification/inspection to be performed by Metropolitan, or its agent(s), at Metropolitan's discretion.
- 6.6 Participant Agency shall promptly refund to MWDOC any amounts paid under any Participant Agency Administered Program or MWDOC Administered Program for installed or distributed items or devices, including any grant funds, in the event MWDOC or Metropolitan establishes via installation verification/inspection and/or audit that the program items or devices were not installed in compliance with the requirements established by Metropolitan and MWDOC pursuant to this Agreement. If such a refund is not provided to MWDOC within thirty (30) days of request, the requested amount may be debited by MWDOC on Participating Agency's next water service invoice.
- 6.7 "Items" and "devices" includes, but is not limited to, plumbing fixtures, irrigation devices, turf (removal and replacement), and any other items, devices or materials that are installed in connection with a program covered by this Agreement.

4. Authority to enter into First Amendment. Each Party represents to the other that the person executing this First Amendment has the requisite power and authority to execute the First Amendment and to bind each respective Party.

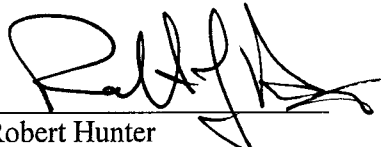
5. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

6. Execution in Counterparts. This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

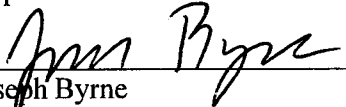
MWDOC and Participating Agency have each caused this First Amendment to be executed by its duly authorized representative as of the date set forth below the authorized signature.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

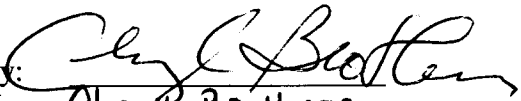
MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

By: 
Robert Hunter
General Manager
Date: 1-16-17

Approved as to Form:


Joseph Byrne
General Counsel
Date: 12/20/16

PARTICIPANT AGENCY

By: 
Name Cheryl Brothers
Title Mayor
Date: 12-7-16

Approved as to Form:


Colin R. Burns
General Counsel
Date: September 26, 2016

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY INSPECTION AND VERIFICATION PROCEDURES

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I. Purpose of this document

It is the practice of the Municipal Water District of Orange County (MWDOC) to ensure that public funds used to administer Rebate Programs are utilized for its intended purposes. Therefore, the purpose of this Inspection and Verification Procedures document (Inspection Procedures) is to establish a clear set of inspection procedures to be followed by MWDOC and/or its member agencies (hereafter "Participant Agency") and inspection contractors when conducting pre- and/or post-installation verification inspections for all MWDOC-Administered and or Participant Agency-Administered Rebate Programs. These procedures are required regardless of the funding source (Grant funded, Metropolitan Water District of Southern California funded (Metropolitan), or fully funded by Participant Agency, etc.) and/or regardless of program administrator (MWDOC or Participant Agency). This Inspection Procedures document will be updated as needed to reflect new or modified inspection requirements, techniques, or procedures as they arise.

II. Program Implementation Process

For ease of explanation, this document categorizes the MWDOC Rebate Programs into the following rebate program types:

- Device-Based Rebate Programs
 - Residential
 - Commercial
 - Spray to Drip - Residential
- Area-Based Rebate Programs
 - Turf Removal
 - Spray to Drip - Commercial

The inspection procedures contained in this document have been developed in coordination with requirements from Metropolitan pursuant to its Residential and Commercial Water Conservation Funding Agreements and Addendums thereto, MWDOC, and/or supplemental grant funding agreements.

The following general rules apply for all programs types.

Application Package

When receiving an application package, all components should be examined before requesting an inspection. The application package currently requires, at a minimum, a fully completed application signed by the property owner and containing the following:

- Current water bill to determine
 - Participant Agency is participating in the program
 - Project site is located within Orange County
 - Payee name matches the application name
- Device eligibility, if a device-based program
- Site plan for area-based rebates
 - Indicate the project area, location, and project intent
- Pictures of the site for area-based and spray-to-drip rebates. Pictures to show

- Current site condition
- Complete area to be removed
- Area complies with eligibility criteria

It is recommended that the application, terms and conditions, and program guidelines each contain language stating that on-site inspections will be performed and are required for participation in any rebate programs.

Invoice Submission

Rebates may not exceed the total project/equipment costs nor the reserved rebate amount. For a receipt/invoice to be considered eligible it must include the following:

- Dated within the project period
- Scope of work performed
- Signed by the customer/applicant/property owner and references site location (if applicable)
- Itemized to include make, model, sku, quantity, price per item, total price
- If labor is to be considered, it must be listed on a separate line item and must be accompanied by the California State Contractor License Board (CSCLB) contractor license number

Once projects are completed, invoices and receipts are submitted to the program administrator and MWDOC, all invoices and receipts are to be carefully tabulated by program administrator and MWDOC to prevent payment for materials/costs not associated with the program; specific program eligible material/costs are based on program type.

Labor Costs

Due to California state law, all sites that are invoiced at \$500.00 or more require that work be performed by a contractor licensed by the California State Contractor License Board (CSCLB). If labor costs are invoiced by someone who is not licensed, those costs are not eligible. This labor cost provision is consistent with state law but, most importantly, protects Orange County consumers from unlicensed contractors. Materials utilized by the unlicensed contractor may be considered eligible costs. Additionally, there have been some instances where costs for landscape architectural drawings were submitted, but the drawings were not performed by a California State Licensed Landscape Architect. Those costs are also not rebate-eligible.

Federal, State, and Local Laws and Ordinances

All projects, including projects at historic sites, are subject to the terms of their local agency's ordinances and must comply with all applicable federal, state, and local laws, as well as applicable Covenants, Conditions & Restrictions (CC&R) and/or Homeowners Association (HOA) restrictions. Applicants should obtain any necessary approvals for their projects from their city's/county's code enforcement and/or HOA/CC&R board. It is the responsibility of the each applicant to ensure their project is in compliance. Customers must agree to adhere to their local rules and provisions in order to accept funding. Questions from program participants regarding compliance with any of

the above laws, ordinances, and/or restrictions will be directed to Participant Agency for guidance.

Supplemental Inspections

Some sites may need to be re-inspected by MWDOC and/or Metropolitan when unique circumstances arise. At these times, communication with the customer is vital in order to remain in adherence with the program intent while ensuring that projects are successfully completed. All inspection and verification procedures and invoice criteria described in this document must be adhered to.

Inspection Confirmation Quality Control

Each Participant Agency performing their own inspections/verifications will be required to adopt these Inspection Procedures as their own or, alternatively, to develop and submit for approval by Metropolitan and/or MWDOC Participant Agency's own inspection and verification procedures document in line with the requirements and procedures contained in this document. All projects that require inspection must be inspected prior to Participant Agency invoicing MWDOC. MWDOC/Metropolitan may request inspection reports from Participant Agency at any time. Installation vendors hired for project implementation cannot inspect their own installations.

Metropolitan and/or MWDOC reserve the right to verify and perform onsite inspections of any projects at any time. This can be before, during, and/or after project installation, and/or after the rebate payment, and results of these inspections may affect payment made to Participant Agency or require a refund to be paid by Participant Agency to MWDOC. If installation cannot be verified, Participant Agency must reimburse MWDOC and/or Metropolitan depending on the source of funds.

III. Device-Based Inspection Procedures

For residential and commercial devices rebated through Metropolitan's regional rebate program, device-based inspections will be conducted solely by Metropolitan, at its discretion. For devices rebated through a MWDOC and/or a Participant Agency-Administered Program (MAA Program), the inspection procedures are set forth below.

Residential Devices

Residential device inspections must satisfy both the Metropolitan and MWDOC inspection procedures in place at the time of the post-inspection or issuance of the rebate check. Currently, those inspection procedures are as follows:

In order for Participant Agency to be reimbursed for incentives from MWDOC/Metropolitan, Participant Agency must certify on each invoice that the terms and conditions within each project have been met, all devices have been installed, and all work has been performed. The party signing each invoice must have signing authority to certify the invoice.

For residential device-based MAA Programs, Participant Agency will utilize the sample size calculator provided by MWDOC to assist in determining the appropriate number of devices to

inspect to ensure a 98% installation rate given the overall quantity of devices. Participant Agency must report verification/inspection method employed on each invoice submitted.

Participant Agency must:

- a. Validate quantity of devices installed.
- b. Verify new device type, make, and model with Project information.
- c. Verify Installation address or specific locations within the address with Project documentation.
- d. With permission from the customer, take photographs relating to the devices installed to be included in Inspection report.
 - i. Indoor Inspection: Indoor inspection includes detailed fixture count of toilets and clothes washer(s). Access to fixture locations (such as bathrooms and laundry facilities) are required to perform the inspection, and property owner/applicant person should be made aware of this through the application.
 - ii. Outdoor Inspection: Outdoor inspection includes detailed fixture counts of installed and operating landscape devices such as rain barrels, cisterns, irrigation controllers, residential drip, and nozzles. For irrigation controllers, inspect the model to ensure it matches the rebate application, verify that it is operating as a "smart device" and is communicating with the onsite weather station or is receiving offsite/remote weather data and, if possible, have the contact person show the inspector how the controller has been programmed, and confirm quantity of stations of timer model.

Commercial Devices

Commercial MAA Program device inspections must satisfy both the Metropolitan and MWDOC inspection procedures in place at the time of the post-inspection or issuance of the rebate check. Metropolitan may require Participant Agency to submit inspection reports for specific projects, and Metropolitan/MWDOC reserves the right to perform onsite inspections of projects/sites prior to payment.

To determine the amount of inspections required for commercial devices, Participant Agency must apply the following criteria (a-e below) to the project(s):

- a. Automatic Inspection: Regardless of the 5% rule listed in Section d below, Participant Agency must first determine if any site within the MAA Program Project requires an Automatic Inspection. Automatic Inspections are triggered when any site within an MAA Program Project has been approved for Metropolitan's funding in excess of \$10,000. All sites receiving \$10,000 or more in funding must be automatically inspected by Participant Agency. Participant Agency must also notify MWDOC/Metropolitan within 3 to 5 business days of upcoming inspection by Participant Agency for site(s) exceeding \$10,000. MWDOC, Metropolitan or a designated representative may attend inspection. Notification of upcoming inspection to be sent to bfahl@mwdoc.com and maconservation@mwddh2o.com

To determine how many devices need to be inspected at a \$10,000+ site, follow the next two points.

- i. If the site triggering an Automatic Inspection also meets the criteria for a Large Project, as described below, then Participant Agency must inspect a minimum of 10% of the devices installed.
 - ii. If the site triggering an Automatic Inspection does not meet the criteria for a Large Project, then the Participant Agency must inspect 100% of devices at the site.
- b. Large Project/Sites: Participant Agency must next determine if any of the sites meet the definition of a Large Project/Site. Regardless of the 5% rule listed in Section d below, any site with less than \$10,000 in funding but that receives the designation of Large Project/Site **must** be inspected. The total number of devices to be inspected for Large Projects/Sites will be a minimum of 10% of the total devices installed at each site. If any site within your overall MAA Program Project installs any combination of the following number of devices, you must conduct an inspection of a minimum 10% of any combination of the devices installed.

Large Projects/Sites are defined as:

- i. For plumbing devices – 50 device units or more at one installation address.
 - ii. For irrigation controllers – 20 controllers or more at one installation address. Note that irrigation controllers may be installed in different landscape areas inside a single complex.
 - iii. For sprinkler nozzles – 100 nozzles or more at one installation address.
- c. Regular Projects/Sites: For sites not meeting: (a) \$10,000+ in funding per site or (b) the Large Project/Site criteria above, Participant Agency must inspect 100% of devices at the site.
- d. For each MAA Program Project that Participant Agency submits a Request for, Participant Agency must physically inspect a minimum of 5% of the value of each device-based MAA Program Project approved by MWDOC/Metropolitan before invoicing. For example if the MAA Program Project is approved for \$100,000, then a minimum of \$5,000 worth of devices must be inspected per MAA Program Project.
- e. Inspections for Regular Projects/Sites, sites defined as Automatic Inspections (mandatory), as well as those defined as Large Projects/Sites (mandatory) count towards the 5% (section d above) minimum of the value of each device-based MAA Program Project to be inspected. Participant Agency will report progress toward the 5% inspection requirement on each invoice for all inspections required by MWDOC/Metropolitan. The party signing each invoice must have signing authority to certify the invoice.

Inspection Requirements

Participant Agency inspection at a minimum will:

- a. Validate quantity of devices installed.

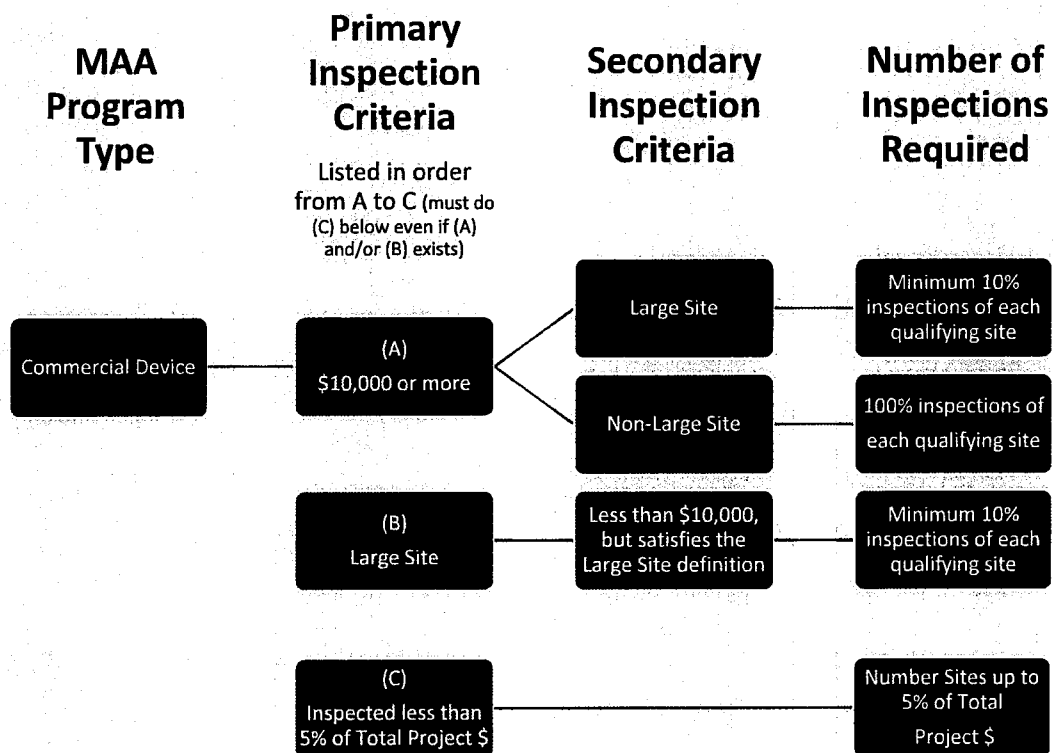
- b. Verify new device type, make, and model with Project information.
- c. Verify Installation address or specific locations within the address with Project documentation.
- d. With permission from the customer, take photographs relating to the devices installed to be included in Inspection report.
 - i. Indoor Inspection: Indoor inspection includes detailed fixture count of toilets, urinals, dry vacuum pumps, food steamers, ice machines. Access to bathrooms, kitchens, eating facilities, and medical facilities are required to perform the inspection and property owner/applicant should be made aware of this at the application stage.
 - ii. Outdoor Inspection: Outdoor inspection includes count of installed and operating landscape devices such as irrigation controllers and nozzles; and cooling tower controllers. Access to either landscape area or rooftop is required to perform the inspection. For irrigation controllers, inspect the model to ensure it matches the rebate application, verify that it is operating as a “smart device” and is communicating with the onsite weather station or is receiving offsite/remote weather data and, if possible, have the contact person show the inspector how the controller has been programmed, and confirm quantity of stations of timer model.

Potential Inspection Results

- a. Partial fail: Inspection completed with discrepancies between Project information and inspection process. Participant Agency to only bill MWDOC for verified quantity.
- b. Device(s) installed at a different location: the installation must be inspected prior to billing MWDOC. A substitute device cannot be included. If installation is verified at the different location, Project information must be revised to reflect new information.
- c. Device count is different from the application:
 - i. If the count is more, only the amount approved in the Project will be reimbursed.
 - ii. If the inspection count is less, only the verified count will be billed to MWDOC. For Large Projects where the inspection count is less, the Participant Agency inspector will increase the inspection from 10% to 20% of total installations. The percentage found to be installed for Large Projects will be applied against the total and the total quantity will be reduced by that percentage. For example, after inspecting 20% of the total installations of 100 toilets, 15 out of 20 toilets were verified installed (75% installed); then the final approved count would be 75 toilets (75% of the 100 = 75), rather than 100. If inspection reveals a discrepancy as described in the example, Participant Agency may choose to inspect 100% of the project, otherwise the extrapolation as shown on the example must be taken and the amount revised prior to billing MWDOC.

- d. The make/model is different from the application: verify that different make/model is a Metropolitan approved device. If so, inspect as usual and revise information on Project documentation prior to billing MWDOC.
- e. Failed inspections will not be billed to MWDOC. Reasons for failure:
- Device(s) not installed
 - Device(s) installed, but no working properly
 - For “smart” irrigation controllers, device(s) not operating as a “smart” device
 - Installed device(s) has been removed
 - Access to property not allowed
 - Device(s) installed at a different site.

MWDOC/Metropolitan reserves the right to verify and inspect any approved projects at any time. If installation cannot be verified, Participant Agency must reimburse MWDOC.



Spray to Drip - Residential

The residential portion of the Spray-to-Drip Rebate Program is a device-based program with different inspection requirements and criteria than other device-based inspections. The inspection requirements for residential Spray-to Drip Rebate projects are described below:

Pre-Inspection Procedure

Once an application is received, a project cannot be accepted and no funding is reserved until a “pre-inspection” is conducted, as follows:

MWDOC reviews the application to confirm:

- Program application is completed in full
- A copy of a current water bill is attached and confirms that
 - Participant agency is participating in the program
 - Project site is located within Orange County
 - Payee name matches the application name
- Applicant has attached 3 to 5 photos of the project area taken with the existing sprinkler system turned on. Photos must clearly show the sprinkler system in use and that the spray heads are functional. Photos must also contain identifying features (house in background, unique landscape/decorating features, etc.) to confirm that photos submitted are for the property/site listed in the application.
- The number of drip “kits” the applicant is applying/eligible for.
- A simple site plan has been attached indicating the proposed spray-to-drip conversion areas
- Any supplemental documents included have been reviewed.

Once MWDOC confirms that the application is complete and satisfies the above requirements, MWDOC forwards the application to the Participant Agency to conduct its own review and approval utilizing the steps listed above.

If the application has satisfied all of the above requirements, a Project Approval Notice is generated by MWDOC/Participant Agency and emailed to the applicant. The funding is reserved at this point and cannot increase. However, the funding amount may decrease if the applicant installs less drip equipment than was specified on the application or if the costs of the equipment are less than anticipated. Should the application fail the pre-inspection process, the application will be denied. MWDOC reserves the right to conduct, or to require Participant Agency to conduct, an on-site pre-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

Post-Inspection Procedure

Once the Spray-to-Drip Project is complete, applicant completes the Spray to Drip Completion form to request an on-site post-inspection. Prior to scheduling the post-inspection, the Completion Form will be reviewed by MWDOC to confirm the following:

- Completion Form is completed in full.
- Payee Name and Mailing Address for Rebate Check is provided.
- Applicant has attached at least 3 completed conversion area pictures showing:

- Wide angle view of completed project area(s)
 - Close-up(s) of installed pressure regulation/filtration component(s)
 - Close-up(s) of installed drip tubing
- Applicant has attached copies of any project related receipts or invoices. For a receipt/invoice to be considered eligible it must include the following:
 - Dated within the project period.
 - Signed by the customer/applicant/property owner and includes the site location, scope of work, and costs.
 - Itemized to include make, model, sku, quantity, price per item, total price.
 - The actual quantity of drip “kits” purchased and the quantity of kits eligible for rebate.
 - Labor is not reimbursable and must be listed as a separate line item.

If the Completion Form is missing or does not comply with the requirements of any of the above, MWDOC/Participant Agency shall work with the applicant to obtain the information and or appropriate photos/documents prior to scheduling the post-inspection. If applicant is unable to provide receipts/invoices that meet the requirements set forth above, the post-inspection will be considered a fail, the application will be denied, no rebate will be issued, and no on-site post-inspection should be scheduled.

If the Completion Form has satisfied all of the above requirements, MWDOC/Participant Agency and/or its inspector will work with Applicant to schedule the mandatory on-site post-inspection. The purpose of the on-site post-inspection is to serve as an independent verification of the information contained in the Completion Form. As part of the on-site post-inspection, Participant Agency/inspector must verify the following:

- That drip irrigation equipment has been installed. For residential on-site post-inspection, if microspray, point-source emitters, or any other type of drip irrigation other than embedded emitter tubing has been installed, this must be noted and photographed. Only embedded emitter tubing installations are eligible for rebates in residential settings.
- That pressure regulation/filtration components have been installed as part of the drip conversion. Manufacturer/make, model, model number/sku, and quantity should be documented, and the equipment should be photographed.
- That drip tubing has been installed. The drip tubing should be photographed. If covered, a minimum of a 10-foot section must be uncovered for the photograph.
- That spray irrigation is no longer functional in the drip conversion area(s). Any remaining spray heads in the conversion area must be capped (no exceptions).

Once the on-site post inspection is complete, Participant Agency will complete the Rebate Check Authorization form, in full, and upload all photos and documentation. Once the Check Authorization form has been submitted, it will be reviewed by MWDOC, along with copies of all

receipts and invoices, and if the spray-to-drip project has satisfied all the terms, conditions, guidelines, and requirements of the program, the application will be processed for rebate. If all the terms, conditions, guidelines, and requirements of the program have not been satisfied, the post-inspection will be considered a fail, and the application will be denied and no rebate funds will be issued.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

IV. Area-Based Programs

Area-based programs include any program where the rebate amount is determined by an area measurement. Such programs currently include, but are not limited to, residential and commercial Turf Removal and commercial Spray to Drip.

Turf Removal Participation Procedure

The Turf Removal Rebate Process, as it currently exists, is depicted in the following chart. The process flow is broken down into 11 distinct steps starting with the Customer Application Submittal and ending with Metropolitan and Participant Agency Invoicing. The 11 steps are as follows:

Step 1: On-line Application and Document Submittal Process

Performed by the Customer

Step 2: Application Review Process and Pre Inspection Distribution

Performed by MWDOC

Step 4: Pre-Installation Inspection Process

Performed by Participant Agency or Inspection Vendor and sent to MWDOC for review

Step 5: Notice to Proceed or Denial Letter to Customer Process

Performed by MWDOC

Step 6: Participant Project Installation and Project Completion Notification

Performed by Customer

Step 7: Initial Project review, Post-Work Order Generation and Distribution

Performed by MWDOC

Step 8: Post-Installation Inspection Process

Performed by Participant Agency, MWDOC, or Inspection Vendor and sent to MWDOC for review

Step 9: Application Approval or Denial and Invoice Review Process

Performed by MWDOC

Step 10: The Rebate Check Run and W-9 Request Process

Performed by MWDOC

Step 11: Metropolitan Water District and Participant Agency Invoicing Process

Performed by MWDOC

General Inspection Procedures

For all customer types, all sites will be measured by the Participant Agency and or its inspector for 100% of the sites for 100% of the project areas during both the pre- and post-inspections. Required minimum techniques for area measurements are described in Section V - Measurement Techniques. All inspection procedures/verifications must adhere to the following additional inspection and certification requirements:

- **Residential Area-Based Inspections:** For residential area-based customers with an approved Metropolitan rebate amount exceeding \$5,000, Participant Agency or inspection vendor must notify MWDOC/Metropolitan within 3 to 5 business days of upcoming post-inspection(s) by Agency. MWDOC, Metropolitan or a designated representative may attend inspection. Notification of upcoming inspection to be sent to turfremoval@mwdoc.com.
- **Commercial Area-Based Inspections:** For commercial area-based customers with an approved Metropolitan rebate amount exceeding \$10,000, Participant Agency must notify MWDOC/Metropolitan 3 to 5 business days prior to upcoming post-inspection(s) by Agency. MWDOC, Metropolitan or a designated representative may attend inspection. Notification of upcoming inspection to be sent to turfremoval@mwdoc.com.
- Participant Agency will only bill MWDOC/Metropolitan for the square footage measured.
- Participant Agency must adopt these Inspection Procedures as their own or, alternatively, to develop and submit for approval by Metropolitan and/or MWDOC Participant Agency's own inspection and verification procedures document in line with the requirements and procedures contained in this document. MWDOC/Metropolitan will require Participant Agency to submit them. MWDOC/Metropolitan may perform onsite inspections of projects prior to payment. Result of the inspection may affect payment made to Participant Agency
- All projects that require inspection must be inspected prior to Participant Agency invoicing MWDOC. MWDOC may request inspection reports from Participant Agency at any time.

Pre-Inspection Procedures – Turf Removal

After an application is received and the information has been verified, a project cannot be accepted and funding is not reserved until a "pre-inspection" is conducted by the Participant

Agency or by a vendor inspector. The pre-inspection on-site visit is a means to determine confirmation of eligibility. The pre-inspection process verifies that the project area contains live turf or sufficient evidence that live turf recently existed and that the requested square footage to be removed seems reasonable and consistent with the physical inspection. This requirement applies to both residential and commercial turf removal areas unless otherwise noted.

When establishing that areas are eligible, careful inspection with accurate, and precise measurements, as described in Section V, are always required. For Turf Removal, during the pre-inspection the total project area square footage is measured. Any non-eligible square footage is removed, such as non-turf areas including bare soil, trees, shrubs, mulch, paving, and utility box footprint, etc. Refer to specific program terms and conditions for eligibility criteria.

The square footage listed on the application is to be used as a reference, the initial project area is to be based on the square footage as measured during the pre-inspection. Once the initial project area square footage has been determined, that number is used to reserve funding, and a letter to proceed is generated and sent to the customer.

On-Site Inspections for Area-Based Rebates

Unless the program guidelines specifically state otherwise, on-site eligibility verification and area measurement for the pre-inspection is the method to be utilized by the inspection vendor as well as any Participant agency conducting its own inspection.

Measuring Large Sites by GIS

With extremely large sites (in excess of 50,000 sf) where physical measurements are difficult, aerial imagery is often employed to measure the site. In these circumstances a GIS measurement may only be used to measure the project area and a pre-inspection site visit is still required to ensure that the site meets all program conditions and requirements and is eligible to participate. This method is often referred to as a "spot-check" since the sites are checked for existing turf during the inspection, but measured separately using GIS.

If a site is measured by GIS, rather than through an on-site measurement technique, it must explicitly be noted on a work order or through an equivalent form for written communication from the Participant Agency/vendor inspector to MWDOC. Digital imagery must be saved and sent to MWDOC. There must still be confirmation that the site/area to be rebated contains live turf and that the requested footage to be removed seems reasonable and consistent with the aerial inspection

Condition of Turf at Pre-Inspection

If bare areas were included by the customer, the inspector must subtract those areas. In many cases, due to the drought or season, dormant or dead brown grass is present. Dormant or dead brown grass that appears to have been maintained in the recent past is still eligible. However sites where there is bare soil that appears compact and no turf was present in the recent past, are not eligible. In addition, moss areas where there is no turf or areas that have grown or mowed weeds would be ineligible. A lawn with weeds would still remain eligible. Photo documentation of the turf is required in order to approve the site. Photos of the entire area and detailed photos should

be taken showing turf and bare soil conditions. For large sites with multiple separated areas (or sub-areas), a map must be submitted identifying the area measured for each separate sub-area.

Multiple Applications under same Site

Residential sites have a lifetime maximum. Commercial sites have an annual maximum.

Modifications to Initial Project Area

In some instances a customer may want to swap turf removal areas/locations after a letter to proceed has already been sent and construction has begun. This is common in HOAs, Golf Courses, Parks, and other large sites, but occasionally occur with residential projects. There are many reasons for changes such as: HOA board decisions, public outcry, irrigation system delineation restrictions, or even finding out that some part of the property belongs to another entity (as is common in parkways along sidewalks, and around common area parks). When these changes occur, if the customer is simply removing an area to be renovated, no action is required. However, if a decision is made to swap an area with another, additional documentation and a second pre-inspection must occur and is required to ensure that the site is eligible and matches the area measurements. This documentation must include a new site plan and photos of the intended areas. At this point, because a letter to proceed has already been sent and construction has begun, the site eligible for a rebate may not increase in size. If construction has not begun, and the customer would like to increase the area of turf to be removed within program maximum square footage guidelines, a second pre-inspection must occur and is required to ensure that the site is eligible and matches the area measurements. If the swapping of one area for another occurs during the construction phase of the project and is not previously approved by MWDOC, the swapped area will not be eligible for rebate as it was not subject to the mandatory pre-inspection.

Post-Inspection Procedures – Turf Removal

For both residential and commercial projects, unless otherwise noted, once the letter to proceed has been issued, the initial project area square footage may not increase; however, it may decrease if the customer decides to remove less turf than what was measured.

After the customer has completed their project, a second on-site inspection (post-inspection) occurs to ensure that the renovated areas are in compliance with the program. Entire (100%) project re-measurement should occur during the post-inspection, utilizing the same techniques as employed during the pre-inspection measurement, with the exception of GIS. Negative deviations between the pre- and post-inspections area measurements, as well as swapped areas occurring without a proper pre-inspection and approval from MWDOC, will result in a reduction of the rebate eligible area (meaning the lesser area measurement will be the basis for the rebate). All projects must be inspected prior to Participant Agency invoicing MWDOC.

When establishing that areas are eligible, careful inspection with accurate, and precise measurements, as described in Section V, are always required. For Turf Removal, during the post-inspection the total converted area square footage must be measured. Any non-eligible square footage is removed, such as remaining-turf areas, bare soil, or non-permeable area including hardscape and pools. Refer to specific program terms and conditions for eligibility criteria.

The initial project area square footage established during the pre-inspection is to be used as a reference, the final project area is to be based on the square footage as measured during the post-inspection. Once the final project area square footage has been determined, that number is used to determine the actual potential rebate amount, so long as it does not exceed the total eligible project costs. Only that final project square footage measured by the Participant Agency/inspection vendor may be included in the payment request to MWDOC.

Project Extensions

In some instances, projects may experience delays. As all projects either have a 60 day deadline or 90 day deadline to complete their project, an extension may be requested. In all cases, extensions may only be granted to sites who are making progress to complete their project. Documentation or a site visit is often required for the purposes of verifying that progress is being made at a site. Examples of documentation are signed contracts with a landscape contractor, photos of the site with turf removed and work under way, or canceled checks to a contractor. This is an important step; if a site is not showing progress and there is no motivation to complete, it may be cancelled to allow the funding of other, more motivated, rebate customers.

Spray to Drip - Commercial

The commercial portion of the Spray-to-Drip Rebate Program is administered in a similar way to the residential portion, with the exception of the post-inspection requirements which are area-based. The inspection requirements for commercial Spray-to Drip Rebate projects are described below:

Pre-Inspection Procedure

Once an application is received, a project cannot be accepted and no funding is reserved until a "pre-inspection" is conducted, as follows:

MWDOC reviews the application to confirm:

- Program application is completed in full.
- A copy of a current water bill is attached and confirms that
 - Participant agency is participating in the program
 - Project site is located within Orange County
 - Payee name matches the application name
- Applicant has attached 5 to 10 photos of the project area taken with the existing sprinkler system turned on. Photos must clearly show the sprinkler system in use and that the spray heads are functional. Photos must also contain identifying features (buildings in the background, unique landscape/decorating features, etc.) to confirm that photos submitted are for the property/site listed in the application.
- Applicant has provided the square footage of the proposed spray-to-drip conversion area.
- A simple site plan has been attached indicating the proposed spray-to-drip conversion areas.
- Any supplemental documents included have been reviewed.

Once MWDOC confirms that the application is complete and satisfies the above requirements, MWDOC forwards the application to the Participant Agency to conduct its own review and approval utilizing the steps listed above.

If the application has satisfied all of the above requirements, a Project Approval Notice is generated by MWDOC/Participant Agency and emailed to the applicant. The funding is reserved at this point and cannot increase. However, the funding amount may decrease if the applicant installs less drip equipment than was specified on the application or if the costs of the equipment are less than anticipated. Should the application fail the pre-inspection process, the application will be denied. MWDOC reserves the right to conduct, or to require Participant Agency to conduct, an on-site pre-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

Post-Inspection Procedure

Once the Spray-to-Drip Project is complete, applicant completes the Spray to Drip Completion form to request an on-site post-inspection. Prior to scheduling the post-inspection, the Completion Form will be reviewed by MWDOC to confirm the following:

- Completion Form is completed in full.
- Payee Name and Mailing Address for Rebate Check is provided.
- Applicant has attached at least 5 completed conversion area pictures showing:
 - Wide angle view of completed project area(s)
 - Close-up(s) of installed pressure regulation/filtration component(s)
 - Close-up(s) of installed drip tubing
- Applicant has attached copies of any project related receipts or invoices. For a receipt/invoice to be considered eligible it must include the following:
 - Dated within the project period
 - Signed by the customer/applicant/property owner and includes the site location, scope of work, and costs.
 - Itemized to include make, model, sku, quantity, price per item, total price. If microspray or point source emitters have been installed, the flow rate for each must be 2.5 gallons per hour or less, or per the terms and conditions of the Program.
 - Labor is not reimbursable and must be listed as a separate line item.

If the Completion Form is missing or does not comply with the requirements of any of the above, MWDOC/Participant Agency shall work with the applicant to obtain the information and or appropriate photos/documents/invoices prior to scheduling the post-inspection. If applicant is unable to provide photos/documents/invoices that meet the requirements set forth above, the post-inspection will be considered a fail, the application will be denied, no rebate will be issued, and no on-site post-inspection should be scheduled.

If the Completion Form has satisfied all of the above requirements, Participant Agency and/or its inspector will work with Applicant to schedule the mandatory on-site post-inspection. The purpose of the on-site post-inspection is to serve as an independent verification of the

information contained in the Completion Form. As part of the on-site post-inspection, Participant Agency/inspector must verify the following:

- The actual square footage of the conversion area. All commercial spray-to-drip sites will be measured by the Participant Agency and or its inspector for 100% of the sites for 100% of the spray-to-drip conversion areas during the post-inspections. The required minimum techniques for area measurements are described in Section V -Measurement Techniques.
- That drip irrigation equipment has been installed. The type of drip equipment (embedded emitter tubing/microspray/point source emitters must be noted and photographed.
- That pressure regulation/filtration components have been installed as part of the drip conversion. Manufacturer/make, model, model number/sku, and quantity should be documented, and the equipment should be photographed.
- That drip tubing has been installed. The drip tubing should be photographed. If covered, a minimum of a 20-foot section must be uncovered for the photograph.
- That spray irrigation is no longer functional in the drip conversion area(s). Any remaining spray heads in the conversion area must be capped (no exceptions).

Once the on-site post inspection is complete, Participant Agency will complete the Rebate Check Authorization form, in full, and upload all photos and documentation. Once the Check Authorization form has been submitted, it will be reviewed by MWDOC, along with copies of all receipts and invoices, and if the spray-to-drip project has satisfied all the terms, conditions, guidelines, and requirements of the program, the application will be processed for rebate. If all the terms, conditions, guidelines, and requirements of the program have not been satisfied, the post-inspection will be considered a fail, and the application will be denied and no rebate funds will be issued.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to Drip application should MWDOC, in its best judgment, deem it necessary to do so.

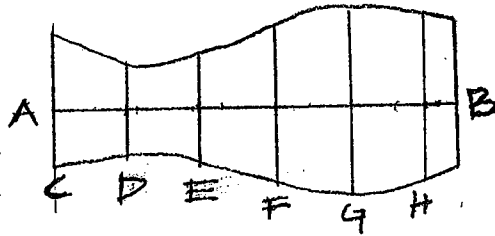
V. Measurement Techniques

When measuring sites, tape measurers remain the most accurate method of measurement. Measuring wheels are nearly as accurate when rolling on a flat surface such as concrete or asphalt. Measuring wheels on turf or shrub areas run the risk of being inaccurate. Tape measurers are recommended whenever uneven surfaces are encountered. For large sites, a map should be provided indicating all the turf areas intended for removal and all project areas should be measured and noted with square footage.

Odd shapes are often hard to measure accurately. A series of methods of measuring odd shapes have been reviewed and below are a listing of acceptable measurement techniques of odd shapes. Alternative measuring techniques must be submitted to MWDOC for review and approval prior to implementation and must be at least as accurate as the techniques listed here.

Non-Uniform Rectangular

First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 13 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called *offset lines*. Finally, average the lengths of all offset lines and multiply the result times line AB (65 ft. in this example). This is most notably different from the Non-Uniform Ellipse method in that exactly one of the left or right edges is measured, in this case line "C."



Example: Non-Uniform Rectangular

Length line (AB) = 65 ft

Distance between offset lines is 13 ft apart

Length of each offset line:

C = 20 ft F = 20 ft

D = 10 ft G = 25 ft

E = 15 ft H = 20 ft

Average length of offset lines = $\frac{(C + D + E + F + G + H)}{(\text{Number of offset lines})}$

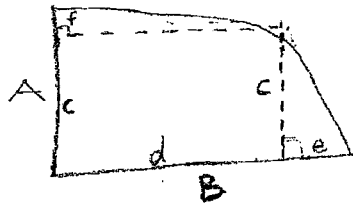
$$= \frac{(20 + 10 + 15 + 20 + 25 + 20)}{6}$$

$$= 18.3 \text{ ft}$$

Total Area = (Length line)
x (Average length of offset lines)
= 65 ft x 18.3 ft
= 1192 ft²

Irregular Rhombus or Widening Rectangular

A fast way to measure irregular rhombi is shown in the example below. Stake one end of the measuring tape at point (A, B); measure line d and then line B. Without removing the stake measure line c and then line A. Using those four measurements you will be able to find line a and line b. The areas of triangle (ad), triangle (cb), and rectangle cd) can now be calculated.



**Example: Irregular Rhombus
or Widening Rectangular**

Length of each line:

$$\begin{aligned} A &= 20 \text{ ft} & c &= 18 \text{ ft} \\ B &= 25 \text{ ft} & d &= 21 \text{ ft} \end{aligned}$$

$$\begin{aligned} \text{Line (f)} &= A - c & \text{Line (e)} &= B - d \\ &= 20 \text{ ft} - 18 \text{ ft} & &= 25 \text{ ft} - 21 \text{ ft} \\ &= 2 \text{ ft} & &= 4 \text{ ft} \end{aligned}$$

$$\begin{aligned} \text{Area (cd)} &= c \times d \\ &= 18 \text{ ft} \times 21 \text{ ft} \\ &= 378 \text{ ft}^2 \end{aligned}$$

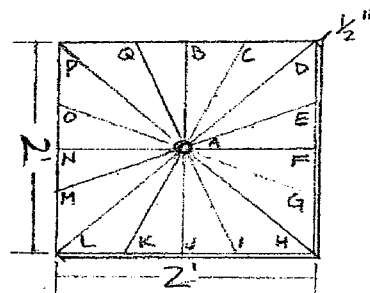
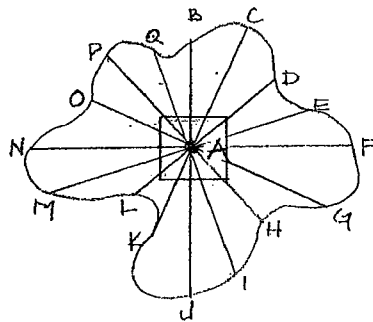
$$\begin{aligned} \text{Area (cb)} &= (c \times e) / 2 \\ &= (18 \text{ ft} \times 4 \text{ ft}) / 2 \\ &= 36 \text{ ft}^2 \end{aligned}$$

$$\begin{aligned} \text{Area (fd)} &= (f \times d) / 2 \\ &= (2 \text{ ft} \times 21 \text{ ft}) / 2 = 21 \text{ ft}^2 \end{aligned}$$

$$\begin{aligned} \text{Total Area} &= \text{Area (cd)} + \text{Area (ce)} + \text{Area (fd)} \\ &= 378 \text{ ft}^2 + 36 \text{ ft}^2 + 21 \text{ ft}^2 \\ &= 435 \text{ ft}^2 \end{aligned}$$

Non-Uniform Round

First measure 16 evenly spaced radii from the same center point (point A). This is called the *center point*. Next take the average of all the radii (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q) / 16. Use the average radii to calculate the area of a circle. (12.25 ft. in this example).

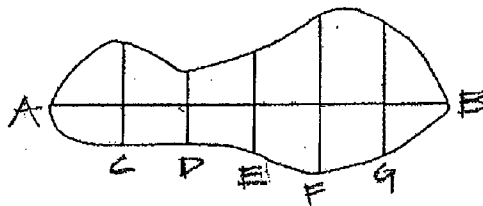


Board used for measuring

Example: Non-Uniform Round							
Length of each offset line:							
B = 10 ft	E = 12 ft	H = 10 ft	K = 9 ft	N = 16 ft	Q = 9 ft	C = 15 ft	F = 15 ft
I = 15 ft	L = 8 ft	O = 10 ft					
D = 10 ft	G = 13 ft	J = 17 ft	M = 15 ft	P = 12 ft			
Number of radii = 16							
Average length of offset lines							
= (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q)							
/ (Number of radii)							
= (10 + 15 + 10 + 12 + 15 + 13 + 10 + 15 + 17 + 9 + 8 + 15 + 16 + 10 + 12 + 9)							
/ 16							
= 12.25 ft							
Total Area = $\pi \times 12.25^2$ ft							
= 3.14 x 12.25 ft x 12.25 ft							
= 471 ft ²							

Non-Uniform Ellipses

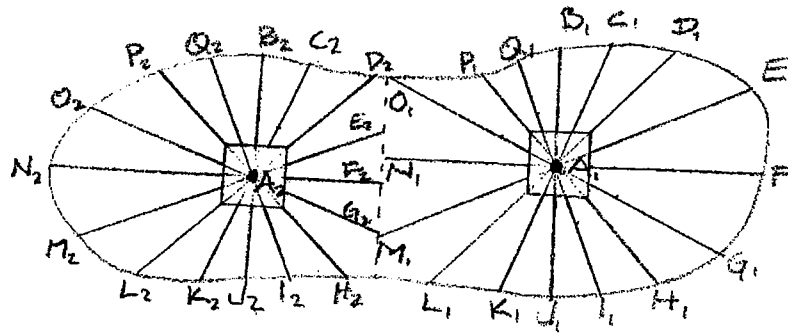
The method used for irregular shaped areas is called the "offset method". First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 10 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called *offset lines*. Finally, add the lengths of all offset lines and multiply the result times the distance that separates these lines (10 ft. in this example). This is most notably different from Non-Uniform Rectangular in that neither the left or right edges of the shape are measured in the ellipse.



Example: Non-Uniform Ellipse	
Length line (AB) = 60 ft	
Distance between offset lines is 10 ft apart	
Length of each offset line	
C = 15 ft	F = 25 ft
D = 10 ft	G = 20 ft
E = 15 ft	
Total length of offset lines = C + D + E + F + G	
= 15 + 10 + 15 + 25 + 20	
= 85 ft	
Total Area = (Distance between offset lines)	
x (sum of the length of offset lines)	
= 10 ft x 85 ft	
= 850 ft ²	

Non-Uniform Ellipses Alternate

An alternate method of measuring non-uniform ellipses is by dividing the ellipses in uniform parts and utilizing the non-uniform round method as described above. An example is shown below.



**Water Conservation Participation Agreement between
the Municipal Water District of Orange County and the City of Fountain Valley**

This Water Conservation Participation Agreement ("Agreement") is made between the Municipal Water District of Orange County ("MWDOC") and the City of Fountain Valley ("Participant Agency"). MWDOC and Participant Agency may be collectively referred to as "Parties" and individually as "Party."

Recitals

- A. The Metropolitan Water District of Southern California ("Metropolitan") provides incentive funding to residential, commercial, and industrial water users in its service area for a variety of water conservation activities, including, but not limited to, rebates for the purchase and installation of water-saving devices ("Metropolitan Base Incentives").
- B. MWDOC is a member agency of Metropolitan and has agreements with Metropolitan that enable residential, commercial, and industrial water users in MWDOC's service area, and for the benefit of MWDOC's member agencies, to participate in and take advantage of Metropolitan's Base Incentives.
- C. Participant Agency, as a MWDOC member agency or a direct Metropolitan member agency, may elect to participate in Metropolitan's program to replace non-conserving items within its service area.
- D. The Metropolitan Base Incentives amounts for each eligible device or program available to MWDOC and Metropolitan member agencies are listed in the attached Addendums 1A and 1B. It is expected that Metropolitan will establish funding for additional water conservation items and to change some or all of the existing funding rates throughout the term of this Agreement. Any such changes will be incorporated herein by amendment to Addendums 1A and 1B.
- E. Metropolitan and MWDOC each have fiscal responsibility to manage their individual budgets, and hence may have a need to limit availability of funds.
- F. MWDOC and Metropolitan member agencies may also choose to provide additional supplemental funding of their own to augment the Metropolitan Base Incentives. Based on the terms and conditions of this Agreement, MWDOC will facilitate supplemental funding for Participant Agency through the Metropolitan rebate contractor ("Rebate Contractor") or MWDOC directly. Metropolitan member agencies will coordinate any supplemental funding directly with Metropolitan.
- G. In addition to the Metropolitan Base Incentives, MWDOC has developed and arranged additional local, state, and federal grant funding ("Grant Funding") for eligible devices in a number of water conservation programs ("MWDOC Administered Programs") that MWDOC offers to Participant Agency and Metropolitan member agencies. This grant funding may be used to enhance the Metropolitan Base Incentives. Granting agencies

include, but are not limited to, the Department of Water Resources and the United States Bureau of Reclamation.

- H. Participant Agency may also operate customized, local water conservation incentive programs in their respective service areas ("Participant Agency Administered Programs") and may have access to the Metropolitan Base Incentives and Grant Funding for such, subject to MWDOC and Metropolitan approval and the terms and conditions of this Agreement and any MWDOC and/or Metropolitan agreements.
- I. The purpose of this Agreement is to create a master water conservation participation agreement between MWDOC and Participant Agency that combines all of the conservation programs and incentives ("Programs") into one agreement. Addendums to this Agreement will be issued for changes involving Metropolitan approved items, MWDOC Board approved items, Grant Funding, adding and subtracting MWDOC Administered Programs and Participant Agency Administered Programs as identified in Section 2, and changes to incentive programs, including funding and incentive levels.

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

Section 1: Agreement Term and Administration

- 1.1 This Agreement will be effective on July 1, 2015 or upon execution of this Agreement by all Parties, whichever is later, and shall terminate on June 30, 2025 ("Term"). Continuance of this Agreement will be subject to annual budget approval by MWDOC's Board of Directors.
- 1.2 This Agreement may be amended at any time by written mutual agreement of the Parties, or by Addendums issued by MWDOC as set forth in Recital I.
- 1.3 This Agreement may be terminated by either Party for any reason upon thirty (30) days written notice to the other Party.
- 1.4 All Addendums are enforced for the duration of this Agreement unless the Addendums are amended or terminated by either Party.
- 1.5 In the event the Agreement is terminated early, Participant Agency is responsible for payment of any funding contributions required by this Agreement that that were initiated prior to the effective date of the termination. For purposes of this Agreement, an application is deemed initiated when an application has been received by Metropolitan's rebate vendor, EGIA, by MWDOC, or a reservation has been made within any of MWDOC's online application portals that is pursuant to any of the programs described within this Agreement and the attached Addendums.
- 1.6 Notwithstanding any other provision in this Agreement, funds for all of the programs described within this Agreement and the attached Addendums are conditioned upon the

availability of funds and MWDOC is under no obligation to provide funding for any of the programs if MWDOC determines, in its own discretion, that such funding is exhausted, reduced, eliminated, or unavailable from any funding source, for any reason.

Section 2: Program Funding

2.1 Supplemental Funding

2.1.1 In addition to the Metropolitan Base Incentives, Participant Agency may provide additional funding to augment the Metropolitan Base Incentives amounts for those programs and devices that Participant Agency identifies, and in the amounts indicated, in the appropriate locations in Addendums 2A, 2B, and 2C ("Supplemental Funding"). The Supplemental Funding listed in Addendums 2A through 2C shall specify the amount of Supplemental Funding Participant Agency will provide per device or program, as well as the total maximum Supplemental Funding amount committed to each category of device or program. If the Participant Agency does not complete, sign, and return Addendums 2A through 2C to MWDOC, notwithstanding any other provision of this Agreement, the Participant Agency will not be bound by this Section or the provisions in Addendums 2A through 2C. In general, Supplemental Funding Addendums submitted by the 15th of a month will become effective the first of the following month.

2.1.2 If Participant Agency elects to provide Supplemental Funding or enhanced incentives under this Agreement for any device or program, Participant Agency is responsible for tracking the use of and the remaining availability of those funds. MWDOC will assist, in every way possible, but the ultimate responsibility for tracking all Participant Agency funding is the responsibility of Participant Agency. Participant Agency will ultimately be responsible for any overuse of Participant Agency Supplemental Funding.

2.1.3 Any requests for changes or revisions to Participant Agency's Supplemental Funding, including funding transfers between Programs, must be submitted by Participant Agency to MWDOC in the form of revised Addendum 2s listing the new funding amounts/limits.

2.1.4 The Participant Agency may elect to participate in the Supplemental Funding Program and be bound by the provisions of this Section 2.1, Sections 3, 5, 6, 7, and 8 of this Agreement, and Addendum 2A through 2C by having its authorized representative complete and sign Addendum 2A through 2C in the spaces provided.

2.2 MWDOC Administered Programs

2.2.2 Participant Agency may elect to take advantage of the MWDOC Administered Programs by having its authorized representative complete and sign Addendums 3A through 3C in the spaces provided. If Participant Agency completes and signs Addendums 3A through 3C, Participant Agency agrees to be bound by the provisions of this Section 2.2, Sections 3, 5, 6, 7, and 8 of this Agreement, and Addendums 3A through

3C. If the Participant Agency does not complete, sign, and return Addendums 3A through 3C, notwithstanding any other provision of this Agreement, the Participant Agency will not be bound by this Section or the provisions in Addendums 3A through 3C.

2.3 Participant Agency Administered Programs

2.3.1 From time to time, funding may be made available for Participant Agency to operate a customized member agency administered local water conservation incentive program or programs ("Participant Agency Administered" "PA" or "MAA Program") in its service area and access the Metropolitan Base Incentives for such, subject to MWDOC approval of the program and the terms and conditions of this Agreement and Addendum 4. The Participant Agency Administered Program(s) and requirements in connection with it are described in more detail in Addendum 4.

2.3.2 Upon receipt of approval of a Participant Agency Administered Program by MWDOC, Participant Agency is bound by the provisions of Sections 3, 5, 6, 7, and 8 of this Agreement and Addendum 4.

2.4 Exhaustion of Funding

2.4.1 In the event Participant Agency provided funding for any Program or device is exhausted, and Participant Agency does not elect to add additional funding or transfer available funding from another Program or device, MWDOC will discontinue offering the additional rebate funding for that Program or device in Participant Agency's service area. Notwithstanding any other provision in this Agreement, MWDOC may terminate this Agreement as it relates to Section 2 at any time without prior notice in the event that MWDOC determines that funding for any device or program on Addendums 2 through 4 or MWDOC Grant Funding is exhausted, reduced, eliminated, or unavailable from any funding source, for any reason.

Section 3: Participant Agency Responsibility and Ownership

- 3.1 Participant Agency, at its sole discretion, may independently contract with its own agents under separate agreements for program administration and management for any Participant Agency Administered Program provided that doing so does not compromise program performance, create or present a conflict of interest, or violate the terms of this Agreement.
- 3.2 Participant Agency and/or its agent shall provide all necessary services and materials for such Participant Agency Administered Programs including, but not limited to the following: program administration, promotion, marketing materials, data collection, and analysis, installation verification, and reporting.
- 3.3 All materials and supplies necessary to implement a Participant Agency Administered Program shall be the exclusive property of Participant Agency. MWDOC shall have no

ownership, right, title, security interest, or other interest in any Participant Agency Administered Program materials or supplies, nor any rights duties, or responsibilities, therefor.

- 3.4 Participant Agency is responsible for assuring that any Participant Agency Administered Program complies with all federal, state, and local requirements.
- 3.5 Participant Agency agrees to cooperate with MWDOC's data management activities related to assessing device saturation and program success.
- 3.6 As part of any Participant Agency Administered Program, Participant Agency shall use, maintain, and submit to MWDOC within the designated timeframe an electronic database, to be approved by MWDOC prior to use, for any conservation items installed, distributed, or rebated by Participant Agency or its agents to avoid duplicate distributions and to determine the saturation rate of items by the appropriate geographic delineation.
- 3.7 Participant Agency is solely responsible for the performance of its staff or representatives in complying with the terms of this Agreement and for the proper allocation and appropriate use of funds provided by Metropolitan and/or MWDOC for the purpose of achieving water conservation savings under this Agreement.

Section 4: MWDOC's Obligations

- 4.1 MWDOC will be response to Participant Agency for ensuring that timely reports on the Programs' results are prepared by MWDOC's staff.
- 4.2 MWDOC will develop a database of information regarding participation in the Programs and provide monthly electronic and/or written reports of activity to Participant Agency.
- 4.3 MWDOC will invoice Participant Agency for any Participant Agency funding obligations on a monthly basis for rebates issued in the previous month.
- 4.4 MWDOC does not guarantee any minimum number of rebates will be available for Participant Agency's service area.

Section 5 Marketing.

- 5.1 Participant Agency agrees to assist in the marketing of programs it participates in under this Agreement. With regard to Participant Agency Administered Programs, Participant Agency will be solely responsible for marketing its Participant Agency Administered Program to customers in its service area.

Section 6: Installation Verification

- 6.1 Participant Agency shall be responsible for conducting installation verifications of items installed, distributed, and/or rebated by Participant Agency under Participant Agency

Administered Programs, and/or for paying all costs associated with this verification. Installation verification measures for program devices must be designed to ensure that materials, installation verifications of eligible program devices, and services meet requirements established by Metropolitan, which requirements will be provided to Participant Agency by MWDOC.

- 6.2 Participant Agency may be responsible for conducting installation verifications of items installed, distributed, and/or rebated by Participant Agency or MWDOC under MWDOC Administered Programs, and/or for paying all costs associated with this verification. Installation verification measures for program devices must be designed to ensure that materials, installation verifications of eligible program devices, and services meet requirements established by Metropolitan, which requirements will be provided to Participant Agency by MWDOC.
- 6.3 MWDOC reserves the right to conduct installation verification of items within Participant Agency's service area.
- 6.4 Participant Agency acknowledges that any device receiving funding from Metropolitan may be subject to an installation verification to be performed by Metropolitan, or its agent(s), at Metropolitan's discretion.
- 6.5 Participant Agency shall promptly refund to MWDOC any amounts paid under any Participant Agency Administered Program or MWDOC Administered Program for installed or distributed devices in the event MWDOC or Metropolitan establishes via installation verification that the program devices were not installed.

Section 7: Reporting and Invoicing

- 7.1 For any and all Supplemental Funding provided by Participant Agency and/or Participant Agency provided funding or inspection costs under the MWDOC Administered Programs pursuant to Section 2 of this Agreement, and as more particularly described in Addendums 2 and 3, MWDOC will invoice Participant Agency on a monthly basis for the cost of such funding, and Participant Agency must pay the full amount of such invoice within thirty (30) days of receipt of any such invoice.
- 7.2 For any and all Participant Agency Administered Program(s), Participant Agency will invoice MWDOC on a monthly basis, by the 10th of each month, for any approved funding and costs associated with the Participant Agency Administered Program(s) as indicated in and subject to the provisions of Addendum 4. MWDOC is under no responsibility to reimburse Participant Agency for any costs incurred by Participant Agency that are not approved by MWDOC consistent with the terms and conditions of this Agreement and Addendum 4. The invoice package shall include a fully completed, to the satisfaction of MWDOC, Excel customer/applicant spreadsheet showing program activity, and an invoice, signed by the General Manager or designee of Participant Agency, certifying the information provided as accurate. Participant Agency shall use the Excel customer/applicant spreadsheet and Invoice forms approved by MWDOC.

- 7.3 Participant Agency shall maintain all Participant Agency Administered Program information, including Participant Agency applications, water bills, and purchase receipts, for a period of seven years from the end date of this Agreement.
- 7.4 Payment of Participant Agency invoices shall be in the form of either a credit on MWDOC's water bill to Participant Agency or a check made payable to Participant Agency. Method of payment shall be at MWDOC's discretion.

Section 8: Confidentiality

- 8.1 MWDOC agrees to maintain the confidentiality of Participant Agency's customer names, addresses, and other information gathered in connection with this Agreement. MWDOC will not cause or permit the disclosure of such information except as necessary to carry out any of the MWDOC Administered or Participant Agency Administered Programs, or as required by law. To the extent that MWDOC contracts with third party contractors to carry out all or any portion of any of the Programs, MWDOC will require such contractors to maintain the confidentiality of such customer information.
- 8.2 Notwithstanding anything to the contrary in this Agreement, Participant Agency acknowledges and agrees that MWDOC may request and use historical water consumption data for purposes of satisfying any grant water use and water quality evaluation requirements of any of the Programs. Participant Agency also acknowledges and agrees that MWDOC may also request to use Program applicant information, such as name, mailing address, site photos, and email address to market other water use efficiency programs to past applicants. A similar provision will be required of every individual applicant.

Section 9. Indemnification.

- 9.1 The parties agree that each Party shall be responsible for its own actions, and the actions of its officers, employees, and agents, in performing services under this Agreement. Except as provided in this Agreement and its Addendums, each Party agrees to indemnify and hold the other Party and its officers and agents harmless and agrees to defend the other Party against any claim or asserted liability arising out of its actions, either willful or negligent, or the actions of its officers, employees, and agents, in performing services pursuant to this Agreement. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed, and will include attorney fees and administrative and overhead costs related to or arising out of such claim or asserted liability.
- 9.2 Participant Agency shall include the following language in its agreement with any consultant or contractor retained by Participant Agency to work on any of the Program" "(Consultant) agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan, MWDOC, and their associated Boards of Directors, officers, representatives, agents and employees from and against any and all claims and liability

of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, or water quality problems) that arise out of or related to Participant Agency's approval, construction, operation, repair, or ownership of any Program. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorneys' fees, administrative and overhead costs, engineering and consulting fees, and all other costs related to our arising out of such claim or asserted liability."

Section 10. Certification re Lobbying (43 CFR 18)

- 10.1 The undersigned hereby certifies on behalf of Participant Agency that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant Agency, to any person for influencing or attempting to influence an officer or 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. 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 in connection with a 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. To the extent federal funds are involved, the Participant Agency shall require that the language of this certification be included in the awards documents for any sub-awards by the Participant Agency at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that sub-recipients, if any, shall certify accordingly.

Section 11. Other Terms

- 11.1 Any alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both Parties.
- 11.2 This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors.
- 11.3 The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity of this Agreement.
- 11.4 This agreement shall be deemed a contract made under the laws of the State of California, and for all purposes will be interpreted in accordance with such laws. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California, and that the venue of any action brought hereunder will be in Orange County, California.

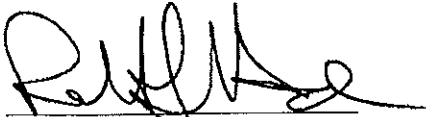
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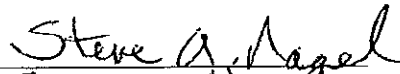
11.5 This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MUNICIPAL WATER DISTRICT
OF ORANGE COUNTY

CITY OF FOUNTAIN VALLEY

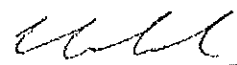
By: 
Robert J. Hunter
General Manager
Date: 7-23-15

By: 
Steve A. Nagel
City Manager (or Mayor)
Date: 7/14/15

ATTEST:


City Clerk
Date: 7/14/15

Approved as to Form:
Harper & Burns LLP


Attorneys for the City
Date: July 2, 2015

Addendum 1A FY 15-16

Metropolitan Base Incentive List - Residential (Pg. 1 of 2)

	Regional Residential Program	Metropolitan Incentive*
1	High Efficiency Clothes Washer (HECW) (Beginning July 1, 2015, just be CEE tier one or better)	\$85
2	High-Efficiency Toilet (HET) (single-family)	\$100
3	Rotating Nozzles ¹ (For Pop-Up Spray Head Retrofits - <i>Minimum 15 per home</i>)	\$4
	Weather Based Irrigation Controller (WBIC)	
4	- WBIC <i>Less than one irrigated acre</i>	\$80
5	- WBIC <i>One irrigated acre or larger</i>	\$35 per station
	Soil Moisture Sensor System (SMSS)	
6	- SMSS <i>Less than one irrigated acre</i>	\$80
7	- SMSS <i>One irrigated acre or larger</i>	\$35 per station
8	Rain Barrel	\$75 per barrel
9	Turf Removal (no max per home before 5/12/15)	\$2 per sq.ft.
10	Turf Removal (max \$6,000 per home effective 5/12/15)	\$2 per sq.ft.
	Other Incentives Eligible in MWD-Funded/Member Agency Administered Incentive Program	Metropolitan Incentive*
	Residential Surveys	
11	- Single-Family Indoor Survey - Member agency provides on-site visit, written survey for the customer listing recommendations on improvements, and review of findings report with customer. Survey can be combined with either irrigation evaluation (w/o timer) or irrigation evaluation (with timer), but not both.	\$12.50
12	- Irrigation Evaluation (w/o timer) - Member agency provides the customer the findings of the evaluation, makes recommendations on improvements to the irrigation system and provides a watering schedule.	\$8
13	- Irrigation Evaluation (with timer) - Member agency provides the customer the findings of the evaluation and provides recommended irrigation schedule.	\$18
14	Customized Residential Projects <i>Projects that result in water savings through customized site improvements. Metropolitan funding is limited to \$195 per acre-foot of estimated water savings based on project life and up to one-half of the eligible project costs.</i>	\$195 per acre-foot
15	Rotating Nozzles ¹ <i>For Pop-Up Spray Head Retrofit. Payment will be up to the cost of the device plus appropriate administrative costs, including third party costs billed to the agency.</i>	\$4 per nozzle
	Other Incentives Grant-Funded/MWD-Matched	Metropolitan Incentives*
16	Rotating Nozzles ¹ (For Pop-Up Spray Head Retrofits)	\$4 per nozzle
	Weather Based Irrigation Controller (WBIC) ²	
17	- WBIC <i>Less than one irrigated acre</i>	\$120
18	- WBIC <i>One irrigated acre or larger</i>	\$50 per station

Addendum 1A FY 15-16

Metropolitan Base Incentive List - Residential (Pg. 1 of 2)

19	Turf Removal ³ (max \$6,000 per home)	\$2 per sq.ft.
	1. Incentive incorporates \$1 per nozzle in funds from United States Department of the Interior Grant Agreement No. R12AP35351, Sprinkler Nozzle Incentive Program. 2. Incentive incorporates funds for weather based controllers from the United States Department of the Interior Grant Agreement No. R14AP00055. 3. Incentive may incorporate \$0.30 per square foot in funds from United States Department of the Interior Grant Agreement No. R14AP00073, California Friendly Turf Replacement Incentive Program – Phase 2 and United States Department of the Interior Grant Agreement No. R14AP00075, California Friendly Turf Replacement Incentive Program – Phase 2A.	
* Incentives are subject to the following: • Effective May 12, 2015 • Paid on a first come, first served basis • Subject to available funding	• Limited to the cost of the device when applicable • Must be a Metropolitan-approved device	

Addendum 1B FY 15-16

Metropolitan Base Incentive List - CII (Pg. 1 of 3)

	Regional CII Program	Metropolitan Incentive*
1	Plumbing Flow Control Valve (Minimum 10 required)	\$5 per valve
2	Laminar Flow Restrictors (Minimum 10 required)	\$10 per restrictor
3	Commercial High Efficiency Toilet (HET) – Tank Type <i>Rebates are for matching bowls & tanks.</i>	\$100
4	Commercial High Efficiency Toilet (HET) – Flushometer <i>Rebates are for matching bowls and complete flushometer valves (valve “kits” are ineligible)</i>	\$100
5	Multi-Family High Efficiency Toilet (HET)	\$100
6	Multi-Family High Efficiency Toilet (4-Liter)	\$145
7	Zero Water Urinals (ZWU) <i>ZWU units must replace existing urinals flushing at 1.5 gpf or greater.</i>	\$200
8	Ultra Low Water Urinal (ULWU) <i>Rebates are for matching bowls and flushometer valves (valve “kits” are ineligible) Must flush at < 0.125 gpf, and must replace existing urinals flushing at 1.5 gpf or greater.</i>	\$200
	WBIC and CCIC: Upgrades to existing equipment that enable functionality as a WBIC/CCIC may qualify for incentives provided they meet program terms and conditions.	
9	Weather-Based Irrigation Controller (WBIC)	\$35 per station
10	Central Computer Irrigation Controller (CCIC)	\$35 per station
11	Soil Moisture Sensor System (SMSS)	\$35 per station
12	Large Rotary Nozzles <i>Minimum 8 sets (2 each) per site required.</i>	\$13 per set
13	Rotating Nozzles¹ <i>For Pop-up Spray Heads Retrofits - Minimum 15 units per site.</i>	\$4 per nozzle
14	In-Stem Flow Regulator (Minimum 25 units per site)	\$1 per regulator
15	pH-Cooling Tower Controller (pH-CTC)	\$1,750
16	Commercial Turf Removal (max \$25,000 per property per fiscal year)	\$1 per sq ft.
17	Public Agency Turf Removal	
	- Turf reserved before 5/12/15 (no max per property)	\$2 per sq. ft.
	- Turf reserved after 5/12/15 (max \$50,000 per property per fiscal year)	\$2 per sq.ft.(<3k sf) \$1 per sq.ft.(>3k sf)

Addendum 1B FY 15-16
CII Incentive List (Pg. 2 of 3)

18	Cooling Tower Conductivity Controller (CTCC)	\$625
19	Dry Vacuum Pump <i>Maximum 2 Horsepower (HP) motor.</i>	\$125 per 0.5 HP
20	Connectionless Food Steamers	\$485 per compartment
21	Ice Making Machines	\$1,000
	Other Incentives Eligible in MWD-Funded/Member Agency Administered Program	Metropolitan Incentives*
22	Large Landscape Surveys <i>Member Agency's landscape survey program shall contain the following elements for each survey site: 1) Irrigation system evaluation; 2) Development of a water budget and irrigation schedule; and 3) Survey report provided on-site to the recipient or customer. Incentives are limited to the full cost of the survey; no restriction on application for additional landscape device rebates. Project information data is required.</i>	\$200 per acre
23	Water Use Accountability Incentive <i>Applies to professional landscape irrigation training and management. This incentive is available for a maximum of five years and up to one-half of project cost. Large residential (lot sizes one acre or more) and CII landscapes must be metered to be eligible for Water Use Accountability (WUA) funding, and new construction sites are ineligible. If a weather-based irrigation controller (WBIC) is installed on a site, that site is not eligible for WUA funding. Member agencies must report all direct and indirect program costs, project acreage and acre-feet usage (to the nearest one-tenth of a unit) to Metropolitan on a monthly basis, and shall certify that Metropolitan Professional California Friendly landscape training or equivalent was provided.</i>	\$3.50 per acre/month
24	Customized Projects <i>Projects that save water through customized site improvements. Metropolitan's funding is limited to \$195 per acre-foot of estimated water savings based on project life, and up to one-half of eligible project costs.</i>	\$195 per acre-foot
25	Rotating Nozzles¹ <i>For Pop-up Spray Heads Retrofits Payment will be up to the cost of the device plus appropriate administrative costs, including third party costs billed to the agency</i>	\$4 per nozzle
	Other Incentives Grant-Funded/MWD-Matched	Metropolitan Incentives*
26	Rotating Nozzles¹ <i>For Pop-Up Spray Head Retrofits</i>	\$4 per nozzle
27	Weather-Based Irrigation Controller (WBIC)²	\$50 per station
28	Commercial Turf Removal (max \$25,000 per property per fiscal year)³	\$1.30 per sq. ft.

Addendum 1B FY 15-16

CII Incentive List (Pg. 3 of 3)

	¹ Incentive incorporates \$1 per nozzle in funds from United States Department of the Interior Grant Agreement No. R12AP35351, Sprinkler Nozzle Incentive Program. ² Incentive incorporates funds for weather based controllers from the United States Department of the Interior Grant Agreement No. R14AP00055. ³ Incentive incorporates \$0.30 per square foot in funds from United States Department of the Interior Grant Agreement No. R14AP00073, California Friendly Turf Replacement Incentive Program – Phase 2 and United States Department of the Interior Grant Agreement No. R14AP00075, California Friendly Turf Replacement Incentive Program – Phase 2A, while funds last.		Metropolitan Incentives *
	Additional Regional Programs		
	Public Agency Landscape Program Up-front, enhanced incentives for public agencies to install water-efficient landscape devices. This program will run through June 30, 2016.		
29	Weather-Based or Central Computer Irrigation Controller, Soil Moisture Sensor System		\$55 per station
30	Large Rotary Nozzles Minimum 8 sets per application.		\$13 per set
31	Rotating Nozzles For pop-up spray head retrofits. Minimum 15 nozzles per site.		\$6 per nozzle
	Targeted Fitness Center Incentive Program HETs, ULWUs and ZWUs: Must be WaterSense labeled devices, where available. This program will run through June 30, 2016. Incentive limited to cost of device plus installation. Rebates are for matching bowls & tanks or matching bowls and flushometer valves.		
32	Commercial High Efficiency Toilet (HET) – Tank Type or Flushometer		\$300 / HET
33	Zero Water Urinals (ZWU) and Ultra Low Water Urinal (ULWU)		\$500 / Urinal
*Incentives are subject to the following: • Effective May 12, 2015 • Paid on a first come, first served basis • Subject to available funding • Limited to the cost of the device when applicable • Must be a Metropolitan-approved device			

Addendum 2A FY 15-16

Residential Program

Participant Agency Supplemental Funding Authorization (Pg. 1 of 1)

Regional Incentive Program	Metropolitan Incentive	Participant Agency Incentive	Total Incentive
High Efficiency Clothes Washer (HECW)	\$85	\$	\$
High-Efficiency Toilets (HET) (Melded Rate) (Single-family)	\$100	\$	\$
Rotating Nozzles ¹	\$4	\$	\$
Rain Barrels	\$75	\$	\$

¹Includes grant funding, when grant funds are available

Select one: Check here ☐ if the supplemental incentives are flat regardless of actual device cost
 Check here ☐ if the supplemental incentives are limited to the actual device cost
 (Actual device cost is the retail price of the device excluding tax, shipping, labor or other charges)

☐ If Participant Agency has complex or more detailed requirements or wishes to stop their funding, please check this box, sign this form and attach a spreadsheet or other documentation showing funding details.

Participant Agency Name _____

Authorized Funding \$ _____

Add/Subtract Additional Funds² \$ _____

Total Authorized Funding \$ _____

Start Date: _____

End Date: _____

²If this is not the first form this fiscal year, indicate amount of funding being added or subtracted.

This funding authorization is effective only for the period designated by the Participant Agency above, or until a new authorization is approved and implemented by Metropolitan's vendor. Each form submitted shall include the total authorization of the Agency for the specified time period. No funds will be carried over from prior forms.

Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. **By signing, Participant Agency agrees to these terms.**

 Authorizing Signature General Manager /Designee

 Date

MWDOC Date received: _____ Approved by _____

Use Only: Date sent to Metropolitan: _____

Comments:

Addendum 2B FY 15-16

CII Program

Participant Agency Supplemental Funding Authorization (Pg. 1 of 2)

Regional Incentive Program	Metropolitan Incentive	Participant Agency Incentive	Total Incentive
Plumbing Flow Control Valve	\$ 5 each	\$	\$
Laminar Flow Restrictors	\$ 10 per Restrictor	\$	\$
Commercial HET – Tank Type	\$ 100	\$	\$
Commercial HET – Flushometer	\$ 100	\$	\$
Multi-Family HET	\$ 100	\$	\$
Multi-Family HET (4-Liter)	\$ 145	\$	\$
Zero Water Urinals (ZWU)	\$ 200	\$	\$
Ultra Low Water Urinal (ULWU)	\$ 200	\$	\$
Large Rotary Nozzles	\$ 13 per Set	\$	\$
Rotating Nozzles for Pop-up Spray Heads Retrofits ¹	\$ 4 per Nozzle	\$	\$
In-Stem Flow Regulator	\$ 1 per Regulator	\$	\$
pH-Cooling Tower Controller (pH-CTC)	\$1,750	\$	\$
Cooling Tower Conductivity Controller (CTCC)	\$ 625	\$	\$
Dry Vacuum Pump	\$ 125 per 0.5 HP	\$	\$
Connectionless Food Steamers	\$ 485 per compartment	\$	\$
Ice-Making Machines	\$1,000	\$	\$
Public Agency Landscape WBIC, CCIC, and SMSS	\$ 55 per Station	\$	\$
Public Agency Landscape Large Rotary Nozzles	\$ 13 Per Set	\$	\$
Public Agency Landscape Rotating Nozzles	\$ 6 per Nozzle	\$	\$
Fitness Center HET Tank Type or Flushometer	\$ 300 per HET	\$	\$
Fitness Center Urinals ZWU and ULWU	\$ 500 per Urinal	\$	\$

Addendum 2B FY 15-16
CII Program
Participant Agency Supplemental Funding Authorization (Pg. 2 of 2)

Select one:	Check here ☐ if the supplemental incentives are flat regardless of actual device cost Check here ☐ if the supplemental incentives are limited to the actual device cost (Actual device cost is the retail price of the device excluding tax, shipping, labor or other charges)
☐	If Participant Agency has complex or more detailed requirements, or wishes to stop their funding, please check this box, sign this form and attach a spreadsheet or other documentation showing funding details.

Participant Agency Name _____

Authorized Funding \$ _____

Add/Subtract Additional Funds² \$ _____

Total Authorized Funding \$ _____

Start Date: _____

End Date: _____

1. Includes grant funding, when grant funds are available.

2. If this is not the first form for this fiscal year, indicate amount of funding being added or subtracted

This funding authorization is effective only for the period designated by the Participant Agency above, or until a new authorization is approved and implemented by Metropolitan's vendor. Each form submitted shall include the total authorization of the Agency for the specified time period. No funds will be carried over from prior forms.

Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. **By signing, Participant Agency agrees to these terms.**

Participant Agency _____

Authorizing Signature General Manager /Designee	Date
--	-------------

MWDOC Use Only:

Date received: _____ Approved by _____

Date sent to Metropolitan, if applicable: _____

Comments:

Addendum 2C FY 15-16
Participant Agency Supplemental Funding Authorization
for Water Savings Incentive Program

	Participant Agency Incentive (per 1,000 gal/yr)
Supplement to Metropolitan's funding for Water Savings Incentive Program	\$ _____
Participant Agency _____ Total Authorized Funding* \$ _____ Start Date: _____ End Date: _____	
<i>*This authorization represents the Participant Agency's total funding for the period.</i>	
This funding authorization is effective for only the period designated by the Participant Agency above or until a new authorization is approved and implemented by Metropolitan. Each form submitted shall include the total authorization of the Agency for the specified time period. No funds will be carried over from prior forms. Incentives will not be applied retroactively. Water Savings Incentive Program projects are typically multi-year projects with incentives paid in subsequent years. Participant Agency is required to authorize the project prior to MWDOC and Metropolitan's approvals. Participant Agency is obligated to pay supplemental funding for any projects MWDOC and Metropolitan approve while this authorization is in effect. MWDOC will invoice for the supplemental funding portion of incentives when incentives are paid to the customer. Participating Agency shall reimburse MWDOC for any supplemental funding that the Participant Agency fails to provide as represented above and that MWDOC and/or Metropolitan provided or became obligated to provide on the Participant Agency's behalf. <i>The terms of this authorization may be modified only in writing by authorized representatives of Participant Agency and MWDOC. By signing, Participant Agency agrees to these terms.</i>	
_____ <i>Authorizing Signature General Manager /Designee</i> _____ <i>Date</i>	
MWDOC Use Only: Comments:	Date received: _____ Approved by _____ Date sent to Metropolitan, if applicable: _____

Addendum 3A FY 15-16
Smart Timer Rebate Program
Participant Agency Funding Authorization

With regard to the Smart Timer Rebate Program, Participant Agency is eligible for additional Grant Funding from MWDOC ("MWDOC Smart Timer Funding"), when funding is available, only if Participant Agency provides supplemental funding for the Smart Timer.

Residential Smart Timers: Participant Agency agrees to provide funding for the Smart Timer Rebate Program in the amount specified in Table 1 below per residential weather based irrigation controller or soil moisture sensor system (Res Smart Timer). Funding will be provided on a per device basis up to the "Not to Exceed" funding limit:

Table 1

Category	Participant Agency Funding Amount	Not to Exceed Funding Limit For Fiscal Year 2015-2016
Res Smart Timer	\$75 per Res Smart Timer	\$ <u>2,500</u>

Commercial Smart Timers: If Participant Agency elects to provide additional funding for commercial weather based irrigation controllers, central computer irrigation controller, or soil moisture sensor system (CII Smart Timer), Table 2 below shall list the Participant Agency's funding amount per CII Smart Timer station. CII Smart Timer rebates are calculated on the CII Smart Timer's station capacity, and Participant Agency's funding amounts shall be in addition to the per station amount provided by Metropolitan.

Table 2

Category	Participant Agency Funding Amount	Not to Exceed Funding Limit For Fiscal Year 2015-2016
CII Smart Timer	\$ _____ per Station	\$ _____

This funding authorization is effective only for the designated period or until a new authorization is received and approved by MWDOC. Each form submitted shall include the total authorization of the Agency for the specified time period.

Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. **By signing, Participant Agency agrees to these terms.**

Participant Agency Fountain Valley


 Authorizing Signature General Manager / Designee

7-16-15
 Date

Date received: _____ Approved by: _____
 Date sent to Metropolitan, if applicable: _____

Addendum 3B FY 15-16
Turf Removal Rebate Program
Participant Agency Funding Authorization (Page 1 of 3)

Site Inspection; Election by Participant. Participant Agency must either (1) conduct pre- and post-turf removal site inspections for all Program Applications submitted to MWDOC from within the Participant's service area, or (2) provide funding to MWDOC, as set forth below, for the cost of MWDOC's site installation inspection consultant, Mission Resource Conservation District (MRCO), to conduct both pre- and post-turf removal inspections.

If Participant Agency elects to perform the pre- and post-turf removal inspections, Participant Agency shall be responsible for the activities described below:

For pre-turf removal inspections:

- Schedule and conduct the pre- turf removal inspection,
- Complete the pre-turf removal work order, as provided by MWDOC, with the required data and site photographs
- Establish that the applicant's proposed project and site are consistent with the intent of the Program.
- Notify MWDOC If any site is being irrigated with recycled water.
- Submit the completed work order and site photographs to MWDOC.
- Recommend to approve or deny the application. If MWDOC staff agrees with the recommendation, it shall approve the application, designate the site as an eligible Program turf removal project, and issue a Notice to Proceed to the applicant, or reject the application and issue a Participation Denial Notice to the applicant. The final decision on a Notice to Proceed lies with MWDOC.

For post-turf removal inspections:

- Schedule and conduct the post-turf removal inspection
- Complete the post-turf removal work order, as provided by MWDOC, with the required data, site photographs, and receipts
- Establish that the applicant's completed project and site are consistent with the intent and guidelines of the Program, including the following.
 - The site's precise turf removal area in square feet that was removed. This shall be the basis for calculating the amount of each site's rebate, not to exceed initial pre-turf removal inspection measurements, and the total turf removal project cost.
 - The site's turf removal area does not include any live turf or turf-looking grasses.
 - The project area must include some plants.
 - The converted area's irrigation system, if any, is a low flow system (drip, bubblers, or low-precipitation high-efficiency rotating nozzles). If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
 - All exposed soil in the converted area is covered with a 2-3" layer of mulch, except in areas planted with creeping or rooting groundcovers.

**Addendum 3B FY 15-16
Turf Removal Rebate Program
Participant Agency Funding Authorization (Page 2 of 3)**

- Converted area is permeable to air and water. Weed barriers must be permeable. Pavers must have sufficient spacing to allow water to permeate project area. Concrete, plastic sheeting or other impermeable surfaces do not qualify for incentives under the Program.
- No invasive plant species are used.

At the time of this Addendum, the residential turf removal inspection cost as charged to MWDOC by MRCD is \$105 per residential inspection. The total cost for both pre and post-turf removal residential inspections is thus \$210.00. The current commercial inspection cost as charged to MWDOC by MRCD is approximately \$165.36 per inspection, based on an average of four (4) hours for a small commercial site at \$37.84 per hour, plus \$28 per hour for inspection verification administration. Again, two commercial inspections are required, for a total estimated cost of \$330.72. Should the MRCD costs decrease or increase, MWDOC will pass these changes through to Participant Agency.

By its initials below, Fountain Valley hereby elects to either:

Name of Participant Agency

(1) Conduct its own inspections:


Initials Here

or

(2) Provide funding to MWDOC to conduct inspections:

Initials Here

Not to exceed funding amount to conduct inspections

\$

Participant has the option to provide supplemental funding to customers in its service area to further incentivize turf removal program participation. By completing Table 3 below, Participant Agency elects to provide supplemental funding for turf removal rebate incentives

Table 3 –Turf Removal Supplemental Funding

Program	Not To Exceed Funding for Fiscal Year 15-16	Participant Agency Funding Amount per Square Foot	Notes/Special Considerations
Residential Turf Removal	\$	\$	
CII Turf Removal		\$	

Addendum 3B FY 15-16
Turf Removal Rebate Program
Participant Agency Funding Authorization (Page 3 of 3)

This funding authorization is effective only for the designated period or until a new authorization is received and approved by MWDOC. Each form submitted shall include the total authorization of the Agency for the specified time period. Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. ***By signing, Participant Agency agrees to these terms.***

Participant Agency Fountain Valley



Authorizing Signature General Manager /Designee

7.16.15

Date

Date received: _____ Approved by _____

Date sent to Metropolitan, if applicable: _____

Addendum 3C FY 15-16
Spray to Drip Irrigation Rebate Program
Participant Agency Funding Authorization (Page 1 of 2)

Site Inspection; Election by Participant. Participant Agency must either (1) post-drip conversion site inspections for all Program Applications submitted to MWDOC from within the Participant's service area, or (2) provide funding to MWDOC, as set forth below, for the cost of MWDOC's site installation inspection consultant, Mission Resource Conservation District (MRCD), to conduct the post-drip conversion inspections.

If Participant Agency elects to perform the post-drip conversion inspections, Participant Agency shall be responsible for the activities described below:

For post-turf removal inspections:

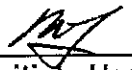
- Schedule and conduct the post-drip conversion inspection
- Complete the post-drip conversion work order, as provided by MWDOC, with the required data, site photographs, and receipts
- Establish that the applicant's completed project and site are consistent with the intent and guidelines of the Program, including the following.
 - Property type (residential/commercial)
 - Verified number of pressure regulation/filtration components
 - Verified project area in square footage.

At the time of this Addendum, the residential post-drip conversion inspection cost as charged to MWDOC by MRCD is \$105.00 per residential post-drip conversion inspection. The current commercial inspection cost as charged to MWDOC by MRCD is approximately \$165.36 per inspection, based on an average of four (4) hours for a small commercial site at \$37.84 per hour, plus \$28 per hour for inspection verification administration. Should the MRCD costs decrease or increase, MWDOC will pass these changes through to Participant Agency.

By its initials below, Fountain Valley hereby elects to either:

Name of Participant Agency

(1) Conduct its own inspections:


Initials Here

or

(2) Provide funding to MWDOC to conduct inspections:

Initials Here

Not to exceed funding amount to conduct Inspections

\$.

Addendum 3C FY 15-16
Spray to Drip Irrigation Rebate Program
Participant Agency Funding Authorization (Page 2 of 2)

Participant has the option to provide supplemental funding to customers in its service area to further incentivize spray to drip conversion program participation. By completing Table 4 below, Participant Agency elects to provide supplemental funding for spray to drip conversion rebate incentives

Table 4 – Spray to Drip Rebate Supplemental Funding

Program	Not To Exceed Funding for Fiscal Year 15-16	Participant Agency Funding Amount per Square Foot	Notes/Special Considerations
Residential Spray to Drip	\$	\$	
CII Spray to Drip	\$	\$	

This funding authorization is effective only for the designated period or until a new authorization is received and approved by MWDOC. Each form submitted shall include the total authorization of the Agency for the specified time period.

Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. **By signing, Participant Agency agrees to these terms.**

Participant Agency Fountain Valley


 Authorizing Signature General Manager /Designee

7.14.15
 Date

Date received: _____ Approved by _____

Date sent to Metropolitan, if applicable: _____



City of Fountain Valley City Council

Action Request

To: Honorable Mayor and City Council

Agenda Date: September 1, 2026

Subject: Approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services, and Facility Services Products to extend the contract term one (1) year

Three Year Strategic Goals:

Maintain, build, and modernize infrastructure to support growth and future needs of the City

Amended Staff Report:

Executive Summary:

On October 3, 2023, the City awarded a 3-year contract (CON-1368) to Cintas Corporation to provide uniform rental, laundry services, and facility services products for the Field Services Division through October 16, 2026. Per the terms of the contract, the City has the option to extend the contract for up to four (4) additional one-year periods.

Based on the service and competitive pricing provided, staff is recommending that City Council approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services and Facility Services Products to extend the contract term one (1) year.

Discussion:

There are 46 employees in the Public Works Field Services division that are required to wear standardized uniforms in the performance of their duties. Per the terms of the current Memorandum of Understanding (MOU) between the City and the Field Services Unit, the City shall provide uniforms and laundry services for all Field Services employees at the City's expense. Each Field Services employee required to wear a uniform is issued nine (9) pairs of pants and nine (9) shirts that are maintained by the City.

On October 3, 2023, City Council waived the bidding requirements pursuant to FVMC 2.36.070 Par 4, which allows bidding to be dispensed with when participating in cooperative contracts with another government agency, and awarded a 3-year contract (CON-1368) to Cintas Corporation to provide Uniform Rental, Laundry Services, and Facility Services Products for the Field Services Division. In addition to providing uniform pants and shirts per the terms of the MOU, the new contract provided Field Services employees with two (2) jackets each so they could be easily identified as City employees and maintain a professional appearance while performing assigned duties in cold and/or wet conditions.

The current term of the contract is set to expire on October 16, 2026; however, per the terms of the contract, the City has the option to extend the contract for up to four (4) additional one-year

periods.

Over the past three (3) years, Cintas Corporation has picked up, laundered, and delivered uniforms and facility services products, such as shop towels, fender covers, and floor mats, for the Field Services Division on a weekly basis. Staff have been satisfied with the service and competitive pricing offered through Cintas Corporation's cooperative contract via OMNIA Partners. The City's average weekly rental cost per employee is approximately \$4.91 through the current contract with Cintas. Based on staff research, the weekly rental rates in Orange County range from approximately \$4.00 to \$9.00 a week per non-safety employee.

Therefore, staff believes that it is in the best interest of the City to extend the contract with Cintas Corporation for a one-year period through October 16, 2027. The contract sum shall remain unchanged and shall not exceed \$19,000 per year.

The extension of the contract with Cintas Corporation supports the City's strategic goal of attracting and retaining quality staff by continuing to provide Field Services staff with satisfactory uniforms and laundry services, which is considered an employment benefit.

Procurement:

Fiscal Review:

Uniform costs vary from year to year due to the amount of staff turnover, size changes, and uniform damage caused in the line of work. The City is also subject to price increases negotiated through the OMNIA Partners cooperative contract that was used to secure the contract.

Staff has analyzed the Field Services uniform expenses for the past three years and believes that the current contract sum, which is not to exceed \$19,000 a year, is sufficient. Therefore, the contract amount shall remain the same.

The current adopted budget for FY 2027 includes sufficient funding for Amendment No. 1 to CON-1368. The uniforms, laundry services, and facility services products will be expensed to their respective programs (divisions) as shown below.

Program	Object	Account Number	Amend. No. 1 Cost	FY 2027 Budget
General Fund – Public Works/Field Services				
Park Maintenance	Laundry Services/Supplies	100.50.50552.53526	\$ 1,795	\$ 1,795
Pavement Maintenance	Laundry Services/Supplies	100.50.50554.53526	\$ 3,200	\$ 3,200
Storm Drain Maintenance	Laundry Services/Supplies	100.50.50555.53526	\$ 950	\$ 950
Government Buildings Fund – Administration				
City Hall	Laundry Services/Supplies	111.10.10000.53526	\$ 1,550	\$ 2,100*
Fleet Management Fund – Public Works				

Fleet Management	Laundry Services/Supplies	112.50.50001.53526	\$ 5,000	\$ 5,000
Water Utility Fund – Public Works				
Water Production Operations	Laundry Services/Supplies	500.50.50570.53526	\$ 1,555	\$ 1,555
Distribution System	Laundry Services/Supplies	500.50.50571.53526	\$ 4,000	\$ 4,000
Sewer Assessment Fund – Public Works				
Sewer Maintenance	Laundry Services/Supplies	501.50.50580.53526	\$ 950	\$ 950
Total			\$19,000	\$19,550*

*Government Buildings does not have a separate safety apparel and supplies account, so \$550 of this budgeted amount is set aside for safety apparel.

Public Notification:

Environmental Impact Review:

Attorney Review:

The Attorney(s) for the City has reviewed and approved Amendment No. 1 to CON-1368.

Alternatives:

Alternative No. 1: Approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services, and Facility Services Products to extend the contract term one (1) year. This is the recommended action.

Alternative No. 2: Do not approve Amendment No. 1 to CON-1368 with Cintas Corporation, and direct staff to solicit bids for Uniform Rental, Laundry Services, and Facility Services Products. This is not recommended because Cintas Corporation's pricing is based on an existing cooperative contract that offers competitive pricing and their service has been satisfactory. Soliciting bids may result in higher costs and unsatisfactory service.

Recommendation:

Staff is requesting City Council approval of Alternative No. 1 to approve Amendment No. 1 to CON-1368 with Cintas Corporation for Uniform Rental, Laundry Services, and Facility Services Products to extend the contract term one (1) year.

Christine Smith	Created/Initiated	Approver
Scott Smith	Approved	Approver
Heather Campbell	Approved	Approver
Rick Miller	Approved	Approver
Ryan Smith	Approved	Approver
Colin Burns	Approved	Approver
Maggie Le	Final Approval	Approver

Attachments:

1. 2 - ATT 1 - Amend 1 - CON-1368 - Cintas
2. CON 1368 - Cintas Corporation

AMENDMENT NO. 1
CON-1368
UNIFORM RENTAL, LAUNDRY SERVICES, & FACILITY SERVICES PRODUCTS

THIS FIRST AMENDMENT to AGREEMENT CON-1368 is made and entered into this 1st day of September, 2026, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and Cintas Corporation No. 2 (hereinafter "CONSULTANT") a corporation.

Recitals

WHEREAS, CITY and CONSULTANT have previously entered into an Agreement CON-1368 which commenced on October 17, 2023, for Uniform Rental, Laundry Services, & Facility Services Products (hereinafter "AGREEMENT") by which the CONSULTANT shall provide services as outlined in the AGREEMENT; and

WHEREAS, the original term of the AGREEMENT commenced on October 17, 2023, and continues through October 16, 2026; and

WHEREAS, the AGREEMENT provides the option for CITY to extend the AGREEMENT for up to four (4) additional one-year periods; and

WHEREAS, CITY has been satisfied with the performance of CONSULTANT and wishes to exercise the option to extend the AGREEMENT for a one-year period through October 16, 2027; and

WHEREAS, in accordance with the terms of the Master Agreement with Lead Public Agency Prince William County Public Schools (R-BB-19002, page 5), CITY requests that all new hires get new, rather than recycled, uniforms with the understanding that the lead time may be extended; and

WHEREAS, pricing shall continue to be based on CONSULTANT'S existing cooperative contract provided through OMNIA Partners; and

WHEREAS, the contract sum shall remain the same and not exceed NINETEEN THOUSAND AND 00/100 DOLLARS (\$19,000.00) per year.

NOW, THEREFORE, the parties hereto AGREE as follows:

1. The AGREEMENT shall be extended for a one-year period, ending on October 16, 2027.
2. New hires shall get new uniforms, not recycled uniforms.
3. The pricing shall continue to be based on CONSULTANT'S existing cooperative contract provided through OMNIA Partners.
4. The contract sum will remain the same and shall not exceed NINETEEN THOUSAND AND 00/100 DOLLARS (\$19,000.00) per year.
5. Except as expressly amended herein, all other terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into this FIRST AMENDMENT
the date and year first above written.

ATTEST:

CITY OF FOUNTAIN VALLEY

Rick Miller, City Clerk

Jim Cunneen, Mayor

APPROVED AS TO FORM:
HARPER & BURNS LLP



Attorneys for the City

CONSULTANT:

Amanda
Smith


Signature

Digitally signed by
Amanda Smith
Date: 2026.08.13
12:29:30 -07'00'

APPROVED AS TO CONTENT:



Scott Smith, Director of Public Works

Name: Amanda Smith

Title: Public Sector Regional Manager

AGREEMENT FOR CONSULTANT SERVICES
CON – 1368
Uniform Rental, Laundry Services & Facility Services Products

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Cintas Corporation No. 2 ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on October 17, 2023 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than October 16, 2026, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT. This AGREEMENT may be extended for up to four additional one-year periods at the option of the CITY.

2. SERVICES

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

3. NOTICE TO PROCEED

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

4. PERFORMANCE

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

5. CITY MANAGEMENT

The Public Works Director or his designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks

to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed **NINETEEN THOUSAND AND 00/100 Dollars (\$19,000.00)** per year for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

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

7. DELETED

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. If CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating

CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

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

10. OWNERSHIP OF DOCUMENTS

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

11. INDEMNIFICATION

(a) Indemnification for Professional Liability.

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

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any liability, where the same arise out of, in whole or in part, negligence or willful misconduct during the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

12. INSURANCE

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

13. DELETED

14. INDEPENDENT CONTRACTOR

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

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

15. LEGAL RESPONSIBILITIES

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

16. **DELETED**

17. **UNDUE INFLUENCE**

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

18. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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

19. **RELEASE OF INFORMATION / CONFLICTS OF INTEREST**

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

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

20. SECURITY OF INFORMATION

Cintas will comply with Data Protection Laws, as they are applicable to Cintas' services, as set forth in Cintas' Customer Data Protection Addendum available at www.cintas.com/dataprotectioncenter

21. NOTICES

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

CITY

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

CONSULTANT

Cintas Corporation No. 2
14792 Franklin Avenue
Tustin, CA 92780
Attention:

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

23. LICENSES

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

24. GOVERNING LAW

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

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous

agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

27. INTERPRETATION

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

28. MODIFICATION

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

29. ATTORNEY FEES

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

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder

#

IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY



Kim Constantine, Mayor

ATTEST:



Rick Miller, City Clerk

Approved as to Form:
HARPER & BURNS LLP



Attorneys for the City

CONSULTANT



Signature

Amanda Smith

Typed Name

Public Sector Regional Manager

Title

Corporate Resolution

Corporate seal (or attach Notary acknowledgment)

Exhibit “A”
Scope of Services and Payment Terms

Facilities Solutions Agreement



Location #: 640

Contract #:

Customer #:

Main Corporate Code → New CC 13218

Date: 9/5/2023

Customer/Participating Agency: City of Fountain Valley

Phone: 714-593-4603

Address: 17300 Mount Herrmann Street

City: Fountain Valley

State: CA

Zip: 92708-4104

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	UNIT PRICE
273	Work Shirt	\$.312
935	Standard Work Shirt	\$.140
945	Work Pant	\$.215
270	Cargo Pant	\$.280
370	Cargo Shorts	\$.355
912	Coverall	\$.292

Space for additional entries provided on page 4

This agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.				
Standard Name Emblem	\$ 1.50	ea	Standard Agency Emblem	\$ 3.50 ea
Custom Agency Emblem	\$ 4.50	ea	Embroidery	\$ 5.00 ea
Uniform Advantage	Item: Optional to add			\$.08 ea per week
Premium Uniform Advantage	Item: Optional to add			\$.12 ea per week
Emblem Advantage	Item: Optional to add			\$.04 ea per week
Prep Advantage	Item: Optional to add			\$.04 ea per week
Minimum Charge	\$35 per delivery			
Make-up Charge	\$ 1.63 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$.16 per garment
Seasonal Sleeve Change	\$.16 per garment			
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ NA			
Payment Terms: 2% Discount Net 15, Standard terms are Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 10.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	Initial term is 36 months with the option to extend for up to four additional one year periods.			

FACILITY SERVICES PRODUCT PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
2160	Red Shop Rag	W	Any	\$.065
2191	Fender Cover	W	Any	\$.862
84035	3x10 Black Mat	W	Any	\$3.220
84335	3X5 Black Mat	W	Any	\$2.272
84435	4x6 Black Mat	W	Any	\$2.808

Space for additional entries provided on page 4

Automatic Lost Replacement Charge	Item: 2160	% of inventory 12	\$.512	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.	☐		

Cintas Representative Initials: AS

Customer Initials: CS

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

SUPPLIER GENERAL SERVICE TERMS SECTION

3. Prices. Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments. Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Logo Mats. In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
6. Adding Employees. Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
7. Emblem Guarantee. Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
8. FRC Warranty. Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
9. High Visibility Garments. For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees. Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement. In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification. To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, injury, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.
If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.
If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.
If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
15. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 640

By: Amanda Smith

Title: Public Sector Account Manager

Accepted-GM:

Cintas Enterprise Account ☒ Yes ☐ No

Cintas MAM Partners: Amanda Smith

Customer Signature:

Print Name: Christine Smith

Print Title: Senior Management Analyst

Email: christine.smith@fountainvalley.gov

Customer Contact: Tracy Nunez

Customer Contact Email: tracy.nunez@fountainvalley.gov

Cintas Representative Initials: AS Customer Initials: CS

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? City of Fountain Valley

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☒ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Accounts Payable

Account Payable Contact Phone #: 714-593-4502

Account Payable Email: accountspayable@fountainvalley.gov

Payer Street Address: 10200 Slater Avenue

City: Fountain Valley

ST/PROV: CA

ZIP/PC: 92708

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☒ Same as Sold-To OR ☐ Portal/Third Party

Bill-To Street Address: 17300 Mount Hermann St.

City: Fountain Valley

ST/PROV: CA

ZIP/PC: 92708

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☒ Leave at site after service

Do invoices require a purchase order? ☐ YES ☒ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☒ NO Is there an expiration date?

Payment Terms: 2% Discount Net 15, Standard terms are Net 30

PAYMENT OPTIONS

☐ Check

☒ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Cintas Representative Initials: AS

Customer Initials: CS

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

FACILITY SERVICES PRODUCT PRICING (cont.):

Continued from page 1

[illegible]

Cintas Representative Initials: _____ Customer Initials: _____

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LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____

Exhibit “B”
Insurance Specifications

EXHIBIT "B"

INSURANCE SPECIFICATIONS

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

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

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

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

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

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

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

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

Specifications not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies, but only to the extent of CONTRACTOR's indemnification obligations under the AGREEMENT. This provision shall also apply to any excess liability policies.

Agency's right to revise specifications. CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change; provided that such change shall only be effective if agreed to in writing by CONTRACTOR. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

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

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under

any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: September 1, 2026

SUBJECT: City of Fountain Valley Register of Demands for the period of 8/6/2026 to 8/19/2026 for a total of \$3,810,836.18

Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community “A Nice Place to Live”
- ☒ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- ☐ Attract and retain quality staff through best practices and trends
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City
- ☐ Not applicable

EXECUTIVE SUMMARY

Attached is the Register of Demands for the City of Fountain Valley to be ratified by the City Council.

DISCUSSION

Pursuant to the State of California’s Government Code 37201 through 37210, the Director of Finance or their designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof. Demands paid by the city shall be inspected and ratified by the legislative body on the next available Council agenda. The Finance Department has prepared the attached Register of Demands summarizing the City's payments released since the previous City Council meeting.

FINANCIAL ANALYSIS

The attached Register of Demands represents payments made by the City of Fountain Valley between 8/6/2026 and 8/19/2026 for a total of \$3,960,836.18.

ATTORNEY REVIEW

The Attorney for the City reviewed this staff report and concurred with the recommended action.

PUBLIC NOTIFICATION

Not applicable.

ALTERNATIVES:

Alternative No. 1: Approve the attached Register of Demands.

Alternative No. 2: Do not approve as presented and provide direction to staff.

RECOMMENDATION:

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 8/6/2026 and 8/19/2026 for a total of \$3,960,836.18.

Prepared by: Peter Samy, Accounting Manager

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 8/6/2026 to 8/19/2026.



City Of Fountain Valley
Register of Demands
8/6/2026 - 8/19/2026

Department

Check Date	Vendor	Description	Doc #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
08/13/26	THE LINCOLN NATIONAL	AUGUST 2026 LIFE INSURANCE/LTD/ADD/EAP	52780	2319804	1,543.77
08/13/26	AMAZON	BINDERS, FILE FOLDERS, DIVIDERS, MISC	53057	6528	66.74
08/06/26	EMPOWER/BENEFITS COR	PR PPE260731 - DED 7031,7032,7033,7036, 8500-	53002	6487	84,804.88
08/06/26	CALIFORNIA STATE DIS	PR PPE260731 - DED 6004, 6005, 6007, 6015	53003	6488	1,346.65
08/06/26	INTERNAL REVENUE SER	PR PPE260731 - DED 1100, 3000	53010	6489	190,453.72
08/06/26	EMPLOYMENT DEVELOPME	PR PPE260731 - DED 4000	53011	6490	67,528.96
08/06/26	INTERNAL REVENUE SER	PR PPE260731-MISC PR - DED 1100, 3000	53056	6491	171.40
08/06/26	EMPLOYMENT DEVELOPME	PR PPE260731-MISC PR - DED 4000	53058	6492	38.81
08/19/26	FOUNTAIN VALLEY POLI	PR PPE260814 - DED 8002	53465	6577	2,805.00
08/19/26	FOUNTAIN VALLEY CRED	PR PPE260814 - DED 9500	53466	6575	29,683.17
08/19/26	FOUNTAIN VALLEY FIRE	PR PPE260814 - DED 8000	53467	6576	3,196.01
08/19/26	MISSION SQUARE RET P	PLAN #803216 - PR PPE260814 - DED 2013, 2015	53470	6582	3,435.00
08/19/26	MISSION SQUARE RET P	PLAN #800389 - PR PPE260814 - DED 2011, 2012	53471	6583	1,901.26
08/19/26	MISSION SQUARE RET P	PLAN #800414 - PR PPE260814 - DED 2014	53472	6584	235.82
08/19/26	MISSION SQUARE RET P	PLAN #108536 - PR PPE260814 - DED 2018	53473	6585	576.90
08/19/26	U.S. BANK N.A.	PR PPE260814 - DED 7029, 7030	53474	6587	3,276.49
08/19/26	FVPOA PAC	PR PPE260814 - DED 8005	53475	6578	480.00
08/19/26	PORAC RETIREE MEDIC	PR PPE260814 - DED 2017	53478	6586	3,530.73
08/19/26	INTERNATIONAL BRO	PR PPE260814 - DED 8003	53479	6579	450.00
08/19/26	INTERNATIONAL BRO	PR PPE260814 - DED 8004	53480	6580	475.00
08/19/26	INTERNATIONAL BRO	PR PPE260814 - DED 8001	53481	6581	725.00
TOTAL NON-DEPARTMENTAL					396,725.31
10000010 NON-DEPARTMENTAL					
08/06/26	MISSION SQUARE RET P	SEP 2026 - PLAN #803210-RETIREE REIMB.	52902	6509	163,096.60
TOTAL NON-DEPARTMENTAL					163,096.60
10010100 CITY COUNCIL					
08/13/26	AMAZON	BINDERS, FILE FOLDERS, DIVIDERS, MISC	53057	6528	43.48
TOTAL CITY COUNCIL					43.48
10010102 LEGAL SERVICES					
08/13/26	HARPER AND BURNS, LL	MAY 2026 - CITY LEGAL SERVICES	53220	6543	32,482.80
08/13/26	HARPER AND BURNS, LL	JUN 2026 - CITY LEGAL SERVICES	53221	6543	36,802.40
TOTAL LEGAL SERVICES					69,285.20
10010103 OFFICE OF CITY MANAGER					
08/13/26	SANTA ANA RIVER FLOO	SARFPA FY26/27	53222	2319790	1,300.00
TOTAL OFFICE OF CITY MANAGER					1,300.00
10010104 ADMIN SERVICES					
08/13/26	VERIZON WIRELESS	6/26 -7/25/26 ADMIN CELL PHONES	53109	2319810	86.70

08/13/26 AT&T MOBILITY	6/27 - 7/26/26 ADMIN CELL PHONES	53241	2319739	237.97
08/13/26 AMAZON	BINDERS, FILE FOLDERS, DIVIDERS, MISC	53057	6528	61.65
TOTAL ADMIN SERVICES				386.32
10010105 RECORDS MANAGEMENT				
08/13/26 AMAZON	BINDERS, FILE FOLDERS, DIVIDERS, MISC	53057	6528	136.85
TOTAL RECORDS MANAGEMENT				136.85
10020200 HUMAN RESOURCES				
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00047	53081	6546	1,732.00
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00044	53082	6547	1,030.00
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00042	53083	6548	1,588.50
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00001	53084	6549	9,794.10
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00041	53085	6550	368.00
08/13/26 LIEBERT, CASSIDY & W	APR 2026 CLIENT MATTER FO030-00007	53086	6551	3,184.00
08/13/26 LIEBERT, CASSIDY & W	MAY 2026 CLIENT MATTER FO030-00041	53095	6552	1,886.00
08/13/26 LIEBERT, CASSIDY & W	MAY 2026 CLIENT MATTER FO030-00042	53096	6553	1,015.00
08/13/26 LIEBERT, CASSIDY & W	MAY 2026 CLIENT MATTER FO030-00044	53098	6554	2,627.50
08/13/26 OPPENHEIMER INVEST	6/01/2026 -6/30/2026 ADMINISTRATION	52958	6565	3,956.00
08/13/26 LIEBERT, CASSIDY & W	JUN 2026 CLIENT MATTER FO030-00001	53101	6555	1,262.00
08/13/26 LIEBERT, CASSIDY & W	JUN 2026 CLIENT MATTER FO030-00041	53108	6556	1,321.00
08/13/26 LIEBERT, CASSIDY & W	JUN 2026 CLIENT MATTER FO030-00041	53110	6557	2,927.00
08/13/26 LIEBERT, CASSIDY & W	JUN 2026 CLIENT MATTER FO030-00044	53112	6558	92.00
08/13/26 LIEBERT, CASSIDY & W	JUN 2026 CLIENT MATTER FO030-00047	53114	6559	1,598.00
08/06/26 EXPERIAN	06/27/26 - 07/31/26 PRE EMPLOYMENT CREDIT	52972	2319703	25.00
08/13/26 AMAZON	HR SUPPLIES	53067	6532	1,001.91
08/13/26 LUCE, ANTHONY	EXECUTIVE PHYSICAL	53080	6561	1,021.10
08/13/26 AT&T MOBILITY	06/27/26 - 07/26/26 - HR CELL PHONE	53125	2319735	415.00
08/13/26 LANCASTER, DAN	TUITION REIMBURSEMENT (GED 130)	53151	6545	459.00
08/13/26 PSYCHOLOGICAL CONSUL	7/1/26 PRE EMPLOYMENT PSYCH EVALUATIONS	53257	2319783	1,410.00
08/13/26 PSYCHOLOGICAL CONSUL	7/1/2026 PRE EMPLOYMENT PSYCH	53260	2319784	470.00
TOTAL HUMAN RESOURCES				39,183.11
10030300 PLANNING				
08/06/26 AT&T MOBILITY	6/27-7/26/26 CELL PHONES & IPADS	53039	2319698	131.78
08/13/26 AT&T MOBILITY	7/27 - 8/26/26 CELL PHONES/IPADS	53244	2319741	45.77
TOTAL PLANNING				177.55
10030301 BUILDING & SAFETY				
08/13/26 GRM INFORMATION MANA	PLAN STORAGE 4/1/2026 TO 4/30/2026	52951	6542	120.75
08/13/26 GRM INFORMATION MANA	STORAGE FOR PERMITS 4/1/2026 - 4/30/2026	52952	6542	1.50
08/13/26 GRM INFORMATION MANA	STORAGE FOR PLANS 5/1/2026 TO 5/31/2026	52953	6542	120.75
08/13/26 GRM INFORMATION MANA	STORAGE FOR PERMIT BOX 5/1/2026 TO	52954	6542	36.55
08/13/26 GRM INFORMATION MANA	AUGUST 2025 STORAGE	51710	6542	120.75
08/06/26 VERIZON WIRELESS	6/26-7/25/26 CELL PHONES & IPADS	53038	2319725	63.42
08/06/26 AT&T MOBILITY	6/27-7/26/26 CELL PHONES & IPADS	53039	2319698	213.26
TOTAL BUILDING & SAFETY				676.98
10030305 ECONOMIC DEVELOPMENT				
08/06/26 AT&T MOBILITY	6/27-7/26/26 CELL PHONES & IPADS	53039	2319698	45.52

		TOTAL ECONOMIC DEVELOPMENT		45.52
10030310 CODE ENFORCEMENT				
08/06/26 AT&T MOBILITY	6/27-7/26/26 CELL PHONES & IPADS	53039	2319698	40.74
		TOTAL CODE ENFORCEMENT		40.74
10040400 FINANCE				
08/13/26 AT&T MOBILITY	7/27 - 8/26/26 R SMITH CELL	53243	2319740	45.77
08/13/26 HDL COREN & CONE	FY2025-26 ACFR STATISTICAL PACKAGE	52992	2319771	795.00
		TOTAL FINANCE		840.77
10050503 STREET LIGHTING				
08/06/26 SO CALIF EDISON CO	5/27/26-6/24/26 TS ELECTRICITY	52859	2319711	5,557.45
08/13/26 YUNEX, LLC	JUN 2026 - TS MAINTENANCE	52871	6573	3,235.24
08/13/26 YUNEX, LLC	JUN 2026 - TRAFFIC SIGNALS CALL OUTS	52872	6573	4,566.11
08/06/26 SO CALIF EDISON CO	6/25/26-7/26/26 TS ELECTRICITY OC SAN SIGNAL	52865	2319712	142.29
		TOTAL STREET LIGHTING		13,501.09
10050550 RIGHTS-OF-WAY				
08/06/26 SO CALIF EDISON CO	06/24/26 to 07/23/26 MEDIANS	53028	2319715	543.87
08/13/26 SO CALIF EDISON CO	07/07/26 to 08/04/26 ROWS	53118	2319793	91.10
		TOTAL RIGHTS-OF-WAY		634.97
10050551 TREE MAINTENANCE				
08/13/26 GREAT SCOTT TREE SER	EXTRA WORK CONTINGENCY TREE	53059	6541	1,778.90
		TOTAL TREE MAINTENANCE		1,778.90
10050552 PARK MAINTENANCE				
08/13/26 AGUINAGA GREEN, INC	MULCH-PARKS/FACILITES	52929	6527	1,122.34
08/13/26 AGUINAGA GREEN, INC	SEEDING-LA CAPILLA PARK	52928	6527	742.98
08/06/26 SO CALIF EDISON CO	06/22/26 to 07/21/26 MCDOWELL PARK (OAK ST)	52847	2319710	24.13
08/06/26 SO CALIF EDISON CO	06/30/26 to 07/29/26 IRRIGATION & PARKS	53032	2319719	632.56
08/13/26 SO CALIF EDISON CO	07/08/26 to 08/05/26 NIEBLAS PARK (GARDENIA)	53171	2319795	27.42
		TOTAL PARK MAINTENANCE		2,549.43
10050554 PAVEMENT MAINTENANCE				
08/13/26 VULCAN MATERIAL COMP	WATER REPAIR-HOT MIX	53268	2319811	1,164.35
		TOTAL PAVEMENT MAINTENANCE		1,164.35
10050555 STORM DRAIN MAINT				
08/13/26 SO CALIF GAS CO	7/7/26-8/6/26 SANDALWOOD PUMP STATION	53325	2319799	19.06
08/13/26 SO CALIF GAS CO	WALNUT PUMP STATION	53330	2319799	44.17
		TOTAL STORM DRAIN MAINT		63.23
10050558 RECREATION CENTER				
08/13/26 AGUINAGA GREEN, INC	MULCH-SPORTS PARK LANDSCAPE	52932	6527	1,729.55
08/13/26 AGUINAGA GREEN, INC	MULCH-SPORTS PARK LANDSCAPE	52933	6527	1,729.55
		TOTAL RECREATION CENTER		3,459.10
10060600 FIRE SUPPRESSION				
08/13/26 RAPCO INDUSTRIES, IN	SHARPENED CUTTERS	53102	2319786	72.17
08/13/26 VERIZON WIRELESS	7.23.26-8.22.26 FIRE AVL TRACKERS	53105	2319809	515.15
08/13/26 MILLER, JAMES	MILLER PM LICENSE RENEWAL	53120	6562	250.00
08/13/26 L.N. CURTIS & SONS	FIELD EQUIPMENT - HARNESS-LADDER BELT	53157	2319775	2,501.09
08/13/26 ORANGE COUNTY TREASU	RADIO BATTERY REPAIR	53158	2319780	509.52

08/13/26	AMAZON	RAPID RADIO CHARGER	53165	6528	41.31
08/13/26	AMAZON	CHAIR LEG SLIDERS	53166	6528	66.40
08/13/26	AMAZON	OFFICE SUPPLIES	53181	6528	20.24
08/13/26	AMAZON	FIELD EQUIPMENT - GHAINSAW REPLACEMENT	53183	6528	42.12
08/13/26	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM STATION 1	53187	2319785	144.71
08/13/26	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM RENTAL STATION 2	53190	2319785	23.40
08/13/26	PURETEC INDUSTRIAL W	DIEONIZED WATER SYSTEM RENTAL STATION 1	53192	2319785	23.40
08/13/26	ARAMARK REFRESHMENT	7.1.26-7.31.26 COFFEE LEASE STATION 1	53195	2319732	29.40
08/13/26	ALLSTAR FIRE EQUIPME	REPAIR BROKEN SCREEN ON TICS	53203	2319730	252.61
TOTAL FIRE SUPPRESSION					4,491.52
10060601 PARAMEDICS					
08/13/26	AMAZON	JANITORIAL SUPPLIES	53159	6528	78.39
08/13/26	GALLS, LLC	NEW HIRE PETERS DUTY PANTS	53196	2319770	229.50
08/13/26	GALLS, LLC	NEW HIRE PETERS DUTY SHIRTS & JACKET	53197	2319770	786.58
08/13/26	GALLS, LLC	NEW HIRE PETERS PAIR OF PANTS	53198	2319770	458.99
08/13/26	GALLS, LLC	NEW HIRE DOUGLAS DUTY JACKET	53199	2319770	172.40
08/13/26	GALLS, LLC	NEW HIRE DOUGLAS DUTY PANTS	53200	2319770	685.26
08/13/26	GALLS, LLC	NEW HIRE DOUGLAS DUTY SHIRTS	53201	2319770	585.08
TOTAL PARAMEDICS					2,996.20
10060602 AMBULANCE SERVICES					
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53087	6560	458.30
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53088	6560	745.90
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53089	6560	210.98
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53090	6560	1,379.98
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53091	6560	421.95
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53092	6560	1,130.45
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53093	6560	7.22
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53094	6560	1,366.20
08/13/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	53100	6560	835.19
08/13/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	53122	6534	619.17
08/13/26	SPECTRUM GAS PRODUCT	OXYGEN TANK RENTAL STATION 2	53193	2319800	64.40
08/13/26	SPECTRUM GAS PRODUCT	OXYGEN TANK RENTAL STATION 1	53194	2319800	144.90
08/13/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	53204	6534	673.27
08/13/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	53205	6534	176.45
08/13/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	53206	6534	214.12
TOTAL AMBULANCE SERVICES					8,448.48
10060605 DISASTER PREPAREDNESS					
08/13/26	AMAZON	SWAG FOR NATIONAL NIGHT OUT	53186	6528	228.15
TOTAL DISASTER PREPAREDNESS					228.15
10060606 HAZARDOUS MATERIALS					
08/13/26	CITY OF ANAHEIM/METR	ANNUAL OCCHMERA FAIR SHARE	53104	2319750	12,726.82
TOTAL HAZARDOUS MATERIALS					12,726.82
10070700 PATROL					
08/06/26	UC REGENTS	CAST EXAM - 26-17291	52819	2319723	875.00
08/13/26	AMAZON	FRONT DESK RECEIPT BOOKS	52883	6528	31.68

08/13/26 DELTA GLOVES	DEPARTMENT GLOVES	52885	2319755	1,045.80
08/13/26 STERICYCLE INC	WASTE PICKUP	52895	2319801	152.26
08/13/26 AMAZON	DEPARTMENT SUPPLIES	52888	6528	403.06
08/13/26 G & W TOWING	EVIDENCE STORAGE - 25-36446	53168	2319769	900.00
08/13/26 AT&T MOBILITY	6/27/26-7/26/26 DEPARTMENT CELL PHONES	53170	2319736	2,847.67
08/13/26 AMAZON	OFFICE CHAIR MAT	52894	6528	47.95
08/13/26 FORENSIC NURSE SPECI	VICTIM EXAMINATIONS	53164	2319760	3,100.00
08/13/26 FERMIN, DANIELLE	MEALS/MILEAGE SRO SUMMIT	53223	6538	122.65
08/13/26 PRATT, JENNIFER	MEALS/MILEAGE TRIMBLE TRAINING	53225	6566	120.48
08/13/26 SPENCER, MATTHEW N	MEALS/MILEAGE TRIMBLE TRAINING	53226	6569	120.48
08/13/26 GOMEZ, ELIZABETH	MEALS/MILEAGE TRIMBLE TRAINING	53227	6539	120.48
08/13/26 NIELSEN, SHALAMAR	MEALS/MILEAGE SUPERVISORY COURSE	53228	6564	245.30
TOTAL PATROL				10,132.81
10070701 INVESTIGATION				
08/13/26 SIRCHIE	BLUESTAR FORENSIC KIT	52891	2319791	133.02
TOTAL INVESTIGATION				133.02
10070702 TRAFFIC				
08/13/26 GOMEZ, ELIZABETH	DUI CHECKPOINT	53224	6539	960.26
TOTAL TRAFFIC				960.26
10070703 CANINE				
08/06/26 ADLERHORST INTERNATI	ANNUAL ON-SITE MONTHLY K9 TRAINING	52892	2319696	841.66
TOTAL CANINE				841.66
10070705 L.E. COMMUNICATIONS				
08/13/26 COUNTY OF ORANGE	DISPATCH FOOT PEDAL STUCK ON OPEN MIC	53153	2319753	185.00
08/13/26 CYRACOM INTERNATIONAL	JULY 2026 - NON-EMERGENCY TRANSLATIONS	53162	6536	44.85
TOTAL L.E. COMMUNICATIONS				229.85
10070707 CRIME PREVENTION				
08/13/26 AMAZON	CREDIT MEMO - GUMMY CANDIES	52881	6528	(18.80)
08/13/26 AMAZON	NNO SUPPLIES	52887	6528	64.81
08/13/26 AMAZON	NNO SUPPLIES	53167	6528	107.57
08/13/26 AMAZON	NNO SUPPLIES	53163	6528	71.43
TOTAL CRIME PREVENTION				225.01
10070708 RANGE				
08/13/26 CITY OF WESTMINSTER	RANGE USE - 6/23, 6/25, 6/26	52993	2319751	1,380.00
TOTAL RANGE				1,380.00
10070800 ANIMAL CARE SVCS				
08/13/26 COUNTY OF ORANGE	4/1/26-6/30/26 ANIMAL CARE SERVICES	53155	2319753	247,128.55
TOTAL ANIMAL CARE SVCS				247,128.55
10080810 SENIOR & COMM CENTER				
08/13/26 AMAZON	OFFICE SUPPLIES	51699	6528	21.61
08/13/26 AMAZON	WALL FILE ORGANIZER	51698	6528	21.68
08/13/26 AMAZON	TABLE TENNIS SUPPLIES	51697	6528	755.07
08/13/26 AMAZON	SPECIAL EVENT SUPPLIES FOR LUNCHEON	52066	6528	370.70
08/13/26 AMAZON	CUTTING BOARD ORGANIZER	52986	6528	21.74
08/13/26 AMAZON	WICKER BASKET	52985	6528	31.53

08/13/26 AMAZON	STORAGE CONTAINERS	52984	6528	88.26
08/13/26 AMAZON	OFFICE SUPPLIES	52983	6528	105.86
08/13/26 AMAZON	OFFICE SUPPLIES	52981	6528	46.86
08/13/26 AMAZON	STORAGE CONTAINERS	52980	6528	34.79
08/13/26 SPECTRUM GAS PRODUCT	SENIOR CENTER HELIUM TANK RENTAL	53033	2319800	13.00
08/13/26 C.O.D. WHOLESale, IN	ACPD DANCE SUPPLIES - AUGUST	53213	2319744	19.79
TOTAL SENIOR & COMM CENTER				1,530.89
10080820 CONTRACT CLASSES				
08/13/26 AMAZON	1QY3-JRN7-3NDW OFFICE SUPPLIES	52899	6529	77.46
08/13/26 WEST GROVE VOLLEYBAL	INSTRUCTOR PAYMENT	52978	6572	515.20
TOTAL CONTRACT CLASSES				592.66
10080821 SPECIAL EVENTS				
08/13/26 AMAZON	14PX-1RMM-RMX4 AV FOR EVENTS	52901	6531	65.21
TOTAL SPECIAL EVENTS				65.21
10080822 ANNUAL EVENTS				
08/13/26 AMAZON	1R1D-FDDN-71TV CHIPS FOR CAMPOUT	52900	6530	386.40
TOTAL ANNUAL EVENTS				386.40
10095000 GENERAL FUND				
08/13/26 THE HOME DEPOT	REPLACE WALK PATH NATURE TRAIL FENCE	53363	2319803	9,495.62
TOTAL GENERAL FUND				9,495.62
11010050 ISF IS ADMIN CAPITAL				
08/13/26 CHARTER COMMUNICATIO	2/1 - 2/28/26 PD CABLE TV	53076	2319745	165.84
08/13/26 LEXIPOL LLC	LEXIPOL SINGLE SIGN-ON	51926	2319776	1,092.00
08/06/26 VERMONT SYSTEMS INC.	REC TRAC (VSI) - SOFTWARE RENEWAL 26-27	53068	6513	18,404.26
08/06/26 TARGET SOLUTIONS LEA	VECTOR SOLUTIONS JULY 10 2026 - JULY 9 2027	52844	2319721	3,600.00
08/13/26 FRONTIER COMMUNICATI	7/15 - 8/14/26 DIRECT DIAL PHONE NUMBERS	53111	2319761	270.65
08/13/26 FRONTIER COMMUNICATI	7/15 - 8/14/26 DIRECT DIAL PHONE NUMBERS	53113	2319762	82.39
08/13/26 CHARTER COMMUNICATIO	8/1 - 8/31/26 PD CABLE TV	53106	2319746	175.35
08/13/26 AMAZON	AMAZON ETHERNET CABLES	53229	6528	73.55
08/13/26 AMAZON	AMAZON COMPUTER EQUIPMENTS	53230	6528	1,332.98
08/13/26 CHARTER COMMUNICATIO	8/1 - 8/31/26 PD CABLE TV	53250	2319747	111.97
08/13/26 CHARTER COMMUNICATIO	8/1 - 8/31/26 CH FIBER	53251	2319748	1,975.00
08/13/26 COMPUTER SOLUTIONS	APC SYMMETRA POWER MODULE	53103	2319752	3,336.41
TOTAL ISF IS ADMIN CAPITAL				30,620.40
11010104 ISF IS				
08/13/26 AT&T MOBILITY	6/27 - 7/26/26 EMERGENCY CELLS	53240	2319738	273.93
08/13/26 AT&T MOBILITY	6/27 - 7/26/26 IT STAFF PHONES	53246	2319742	101.14
TOTAL ISF IS				375.07
11110000 ISF GB CITY HALL				
08/13/26 GRAINGER, INC.	SOAP FOR RESTROOMS	53182	6540	199.97
08/13/26 GRAINGER, INC.	CIRCUIT BREAKER FOR CHILLER AT CITY HALL	53185	6540	1,016.95
08/13/26 PACIFIC COAST REFRIG	6/2026 HVAC MAINTENANCE	52995	2319781	2,040.22
08/06/26 GRAINGER, INC.	WASP KILLER	52940	6508	49.07
08/13/26 FRONTIER COMMUNICATI	7/28 - 8/27/26 EOC LINES	53248	2319767	973.62
08/13/26 GRAINGER, INC.	MATS FOR WATER MACHINES	53267	6540	128.57

08/13/26	VERIZON SELECT SERVI	6/29 - 7/30/26 LD SELECT	53236	2319808	12.93
08/13/26	FRONTIER COMMUNICATI	8/1 - 8/31/26 METRONET	53249	2319768	561.48
08/13/26	COUNTY OF ORANGE	2026 ANNUAL CUPA FEE	53269	2319754	519.00
08/13/26	SO CALIF EDISON CO	07/09/26 to 08/06/26 CITY HALL	53172	2319796	20,235.24
TOTAL ISF GB CITY HALL					25,737.05
11150000 ISF GB CITY YARD					
08/06/26	AMTECH ELEVATOR SERV	8/1/26-8/31/26 ELEVATOR SERVICES-YARD	53019	6506	248.85
08/13/26	AT&T	6/22 - 7/21/26 FS#2/CY/REC PHONES	53107	2319734	214.54
08/13/26	AMAZON	SAFETY GLASSES	52947	6528	263.50
08/13/26	ROAD RUNNER EXTERMIN	JULY 2026 MONTHLY PEST SERVICES-YARD	53235	6567	149.00
08/13/26	COUNTY OF ORANGE	2026 ANNUAL CUPA FEE	53272	2319754	427.00
08/13/26	COUNTY OF ORANGE	2026 ANNUAL APSA STATE SURCHARGE	53274	2319754	322.00
08/13/26	SO CALIF EDISON CO	07/07/26 to 08/04/26 CORPORATION YARD	53119	2319794	2,141.86
TOTAL ISF GB CITY YARD					3,766.75
11160001 ISF GB FS1					
08/06/26	FRONTIER COMMUNICATI	5/1 - 5/31/26 FS#1 METRONET	52979	2319706	86.98
08/13/26	FRONTIER COMMUNICATI	7/22 - 8/21/26 FS#1 CKT	53117	2319765	166.94
08/06/26	SO CALIF EDISON CO	06/30/26 to 07/29/26 FIRE STATION NO. 1	52960	2319713	3,647.37
08/13/26	FRONTIER COMMUNICATI	8/1 - 8/31/26 FS#1 METRONET	53247	2319766	188.21
08/13/26	COUNTY OF ORANGE	2026 ANNUAL CUPA FEE	53270	2319754	440.00
08/13/26	COUNTY OF ORANGE	2026 ANNUAL APSA STATE SURCHARGE	53271	2319754	401.00
TOTAL ISF GB FS1					4,930.50
11160002 ISF GB FS2					
08/13/26	AT&T	6/22 - 7/21/26 FS#2/CY/REC PHONES	53107	2319734	214.52
08/13/26	SMARDAN SUPPLY CO.	TOILET REPAIR	53259	6568	206.32
08/13/26	SMARDAN SUPPLY CO.	TOILET REPAIR-FIRE 1	53261	6568	123.84
TOTAL ISF GB FS2					544.68
11170000 ISF GB POLICE DEPARTMENT					
08/06/26	AMTECH ELEVATOR SERV	7/1/26-7/31/26 JULY ELEVATOR SERVICES	52944	6506	224.99
08/06/26	AMTECH ELEVATOR SERV	8/1/26-8/31/26 ELEVATOR SERVICES-PD	53018	6506	224.99
08/13/26	FRONTIER COMMUNICATI	7/25 - 8/24/26 PD DISPATCH	53116	2319764	1,432.57
08/13/26	AT&T MOBILITY	6/27 - 7/26/26 PD MDC	53239	2319737	1,078.36
08/13/26	SO CALIF EDISON CO	07/09/26 to 08/06/26 POLICE DEPARTMENT	53173	2319797	13,189.56
TOTAL ISF GB POLICE DEPARTMENT					16,150.47
11180000 ISF GB REC CENTER					
08/13/26	KEN'S LOCKSMITHERY	KEYS FOR SNACK BAR A	53284	2319774	195.35
08/13/26	AT&T	6/22 - 7/21/26 FS#2/CY/REC PHONES	53107	2319734	214.52
08/13/26	ROAD RUNNER EXTERMIN	JULY 2026 PEST SERVICES-SPORTS PARK	53238	6567	184.00
08/13/26	ROAD RUNNER EXTERMIN	JULY 2026 PEST CONTROL SERVICES-REC	53245	6567	86.00
08/06/26	SO CALIF EDISON CO	07/01/26 to 07/30/26 REC MAINT BLDG	53029	2319716	24.85
08/06/26	SO CALIF EDISON CO	07/01/26 to 07/30/26 SPORTS PARK	53030	2319717	24.80
08/06/26	SO CALIF EDISON CO	07/01/26 to 07/30/26 REC CENTER	53031	2319718	2,683.16
08/13/26	SO CALIF EDISON CO	07/09/26 to 08/06/26 PARK & RIDE - RC	53174	2319798	2,284.68
TOTAL ISF GB REC CENTER					5,697.36
11180001 ISF GB SR CENTER					

08/06/26	ROAD RUNNER EXTERMIN	5/2026 PEST SERVICES-SENIOR CENTER	52926	6511	144.00
08/13/26	FRONTIER COMMUNICATI	7/4 - 8/3/26 SC ELEV FIRE LINE	53115	2319763	506.37
08/06/26	AMTECH ELEVATOR SERV	8/1/26-8/31/26-ELEVATOR SERVICES-SENIOR	53020	6506	208.47
08/06/26	DUNN-EDWARDS CORPORA	PAINT - OFFICE WALLS	52942	2319701	206.21
08/13/26	DUNN-EDWARDS CORPORA	PAINT FOR OFFICES	53258	2319756	42.14
08/13/26	ROAD RUNNER EXTERMIN	JULY PEST CONTROL SERVICES-SENIOR	53253	6567	144.00
08/06/26	SO CALIF EDISON CO	06/30/26 to 07/29/26 SENIOR CENTER	52961	2319714	3,173.21
TOTAL ISF GB SR CENTER					4,424.40
11210052 ISF FL ADMIN CAPITAL					
08/13/26	ENTERPRISE FM TRUST	202607 MONTHLY ENTERPRISE VEHICLE FEE	52957	6537	55.75
TOTAL ISF FL ADMIN CAPITAL					55.75
11250001 PW - FLEET MGMT					
08/13/26	MONSTER IMAGE, INC	STOCK CITY 18 INC SEALS	52822	2319778	652.50
08/06/26	RINCON TRUCK CENTER,	PART RETURNED CREDITS	52434	2319709	(111.52)
08/06/26	RINCON TRUCK CENTER,	BATTERY AND STOCK PARTS	52833	2319709	200.72
08/06/26	THEODORE ROBINS FORD	PART FOR UNIT 430	52827	2319722	29.87
08/06/26	EBERHARD EQUIPMENT	PART FOR UNIT 314	52831	2319702	49.74
08/06/26	FACTORY MOTOR PARTS	PART FOR UNIT 267	52832	2319704	243.82
08/13/26	RINCON TRUCK CENTER,	STOCK PARTS	53138	2319788	28.81
08/06/26	EBERHARD EQUIPMENT	PART FOR TORO 265	52828	2319702	434.75
08/06/26	GRAINGER, INC.	SHOP SUPPLIES	52830	6508	124.17
08/06/26	RINCON TRUCK CENTER,	PART FOR FIRE STATION FUEL TANKS	52835	2319709	27.76
08/13/26	EBERHARD EQUIPMENT	PART FOR UNIT 125 TORO	53146	2319757	38.04
08/13/26	WURTH USA INC.	SHOP SUPPLY	53147	2319812	71.48
08/13/26	RINCON TRUCK CENTER,	BATTERY FOR UNIT 8209	53136	2319788	194.19
08/13/26	RINCON TRUCK CENTER,	STOCK PARTS	53134	2319788	56.63
08/13/26	ASBURY ENVIRONMENTAL	USED OILS PICK UP SERVICES	53148	2319733	153.00
08/13/26	FACTORY MOTOR PARTS	PART FOR UNIT 431	53141	2319758	70.36
08/13/26	FACTORY MOTOR PARTS	PART FOR UNIT 431	53142	2319758	521.93
08/13/26	FACTORY MOTOR PARTS	PART FOR UNIT 8202	53143	2319758	2.68
08/13/26	FACTORY MOTOR PARTS	PART FOR UNIT 8202	53145	2319758	326.55
08/13/26	RINCON TRUCK CENTER,	STOCK PARTS	53140	2319788	37.99
08/13/26	RINCON TRUCK CENTER,	STOCK PARTS	53139	2319788	18.94
TOTAL PW - FLEET MGMT					3,172.41
11250052 ISF FL PW CAPITAL					
08/13/26	ENTERPRISE FM TRUST	202607 MONTHLY ENTERPRISE VEHICLE FEE	52957	6537	827.08
TOTAL ISF FL PW CAPITAL					827.08
11260052 ISF FL FD CAPITAL					
08/13/26	ENTERPRISE FM TRUST	202607 MONTHLY ENTERPRISE VEHICLE FEE	52957	6537	105.97
TOTAL ISF FL FD CAPITAL					105.97
11270052 ISF FL PD CAPITAL					
08/13/26	AIRWAVE COMMUNICATIO	OUTFITTING FOR 2 TAHOES UNIT 443	52963	2319729	30,416.13
08/13/26	AIRWAVE COMMUNICATIO	OUTFITTING FOR 2 TAHOES UNIT 442	52964	2319729	30,591.13
08/13/26	AIRWAVE COMMUNICATIO	OUTFITTING 2 PATROL VEHICLES UNIT 449	52965	2319729	23,622.20
08/13/26	AIRWAVE COMMUNICATIO	OUTFITTING 2 PATROL VEHICLES UNIT 448	52966	2319729	23,622.20

08/13/26	ENTERPRISE FM TRUST	202607 MONTHLY ENTERPRISE VEHICLE FEE	52957	6537	294.20
08/13/26	MONSTER IMAGE, INC	UNIT 472 - DECAL KIT	52886	2319778	1,477.91
TOTAL ISF FL PD CAPITAL					110,023.77
11370053 ISF EQ PD R&C CAPITAL					
08/13/26	AARDVARK	SWAT VEST - TINOCO	52890	2319728	5,275.87
TOTAL ISF EQ PD R&C CAPITAL					5,275.87
11380053 ISF EQ R&C CAPITAL					
08/13/26	AMAZON	72 INCH ROUND TABLES	52987	6528	946.13
TOTAL ISF EQ R&C CAPITAL					946.13
11400000 ISF CITY SELF INSURANCE					
08/13/26	ATHENS ADMINISTRATOR	48: REPLENISHMENT OF CHECKS WRITTEN	52996	6533	170,936.75
08/06/26	CALIF JOINT POWERS I	TRUST ACCOUNT REPLENISHMENT-JULY 26	52997	6507	0.00
TOTAL ISF CITY SELF INSURANCE					170,936.75
11400400 SELF INSURANCE					
08/19/26	CALIF JOINT POWERS I	LIAB & WORKER'S COMP PRGRM 7/01/26-6/30/27	53523	6574	488,709.00
TOTAL SELF INSURANCE					488,709.00
11400411 SELF INSURANCE					
08/19/26	CALIF JOINT POWERS I	LIAB & WORKER'S COMP PRGRM 7/01/26-6/30/27	53523	6574	940,839.00
08/17/26	PUBLIC RISK, INNOVAT	PROPERTY INS PRGRM 3/31/26-3/31/27	53534	6520	123,968.00
08/13/26	TEMPORARY STAFFING	ADMIN TEMPORARY STAFFING WE 07/12/2026	52561	6570	1,729.92
08/13/26	TEMPORARY STAFFING	ADMIN TEMPORARY STAFFING WE 07/19/26	52560	6570	1,729.92
08/13/26	HARPER AND BURNS, LL	JUN 2026 CLAIMS LITIGATION	52488	6543	6,257.10
08/06/26	CALIF JOINT POWERS I	TRUST ACCOUNT REPLENISHMENT-JULY 26	52997	6507	30,000.00
TOTAL SELF INSURANCE					1,104,523.94
11400430 SELF INSURANCE					
08/13/26	THE LINCOLN NATIONAL	AUGUST 2026 LIFE INSURANCE/LTD/ADD/EAP	52780	2319804	4,049.14
TOTAL SELF INSURANCE					4,049.14
23030310 CDBG CODE ENFORCEMENT					
08/06/26	AT&T MOBILITY	6/27-7/26/26 CELL PHONES & IPADS	53039	2319698	45.52
TOTAL CDBG CODE ENFORCEMENT					45.52
23030313 CDBG NEIGHBORHOOD REVITA					
08/13/26	YOU CHECK CREDIT.COM	JULY CREDIT CHECKS	53075	2319814	9.95
TOTAL CDBG NEIGHBORHOOD REVITA					9.95
30095302 CAPITAL IMP - PAVEMENT REHAB					
08/13/26	AGA ENGINEERS, INC	MAY 2026 - DES 4 TS MIDBLOCK ART SCH	52866	6526	5,785.00
08/13/26	AGA ENGINEERS, INC	JUN 2026 - DES 4 TS MIDBLOCK ART SCH	52867	6526	9,950.00
08/06/26	DMS CONSULTANTS INC	6/02/26-6/30/26 DESIGN CITYWIDE RESTRIPIING	52868	2319700	20,483.38
08/06/26	DMS CONSULTANTS INC	5/19/26-6/30/26 DES EUCLID SB LANE STRIPING	52870	2319700	11,342.50
08/13/26	ONWARD ENGINEERING	JUN 2026 - DESIGN TALBERT (ECL TO WARD)	52935	2319779	4,759.20
08/06/26	C2 IMAGING	REPROGRAPHICS TALBERT EUCLID ARTERIAL	52564	2319699	1,037.51
TOTAL CAPITAL IMP - PAVEMENT REHAB					53,357.59
40000000 FVPFA DEBT SERVICE					
08/13/26	THE BANK OF NEW YORK	2017 CREBS DS PMT (P&I)	52998	6571	112,307.86
TOTAL FVPFA DEBT SERVICE					112,307.86
50040403 WF UTILITY BILLING					

08/13/26	AMAZON	7/1-7/31/26 FINANCE OFFICE SUPPLIES	53237	6528	307.62
TOTAL WF UTILITY BILLING					307.62
50050570 WF WTR PROD. OPNS					
08/13/26	GRAINGER, INC.	MWD COMPRESSOR TIMER	53024	6540	19.08
08/13/26	AMAZON	OFFICE SUPPLY REFILLS	52948	6528	183.44
08/13/26	CHARTER COMMUNICATIO	8/1 - 8/31/26 SCADA INTERNET	53252	2319749	950.00
TOTAL WF WTR PROD. OPNS					1,152.52
50050571 WF DISTRIBUTION SYSTEM					
08/13/26	ROSEBURROUGH TOOL IN	MAINTENANCE TOOLS	53016	2319789	918.18
08/06/26	YO FIRE	DIFUSSER	52852	2319727	2,093.99
08/06/26	UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT	52858	2319724	289.50
08/06/26	UNDERGROUND SERVICE	UNDERGROUND SAFETY BOARD	52860	2319724	89.08
08/13/26	AMAZON	8 HOLE SHOVEL HOLDER FOR TRUCK	52946	6528	158.04
08/06/26	YO FIRE	VALVE TILE	52861	2319727	200.75
08/06/26	SMARDAN SUPPLY CO.	10 MIL	52863	6512	85.37
08/06/26	VULCAN MATERIAL COMP	COLD MIX	52856	2319726	1,521.12
08/06/26	YO FIRE	SLIP CAN	52862	2319727	152.82
08/06/26	GRAINGER, INC.	HYDRANT MAINTENANCE	52857	6508	443.57
08/13/26	J & R CONCRETE	METER BOXES	52849	2319772	2,859.25
08/13/26	AMAZON	HEAT STRESS WATER COOLERS	52945	6528	164.84
08/06/26	OMEGA INDUSTRIAL SUP	MAINTENANCE	52864	6510	1,258.38
08/13/26	FERGUSON ENTERPRISES	PIPE REMOVAL	53017	2319759	1,180.56
08/13/26	GRAINGER, INC.	HYDRANT MAINTENANCE	53050	6540	295.72
08/13/26	YO FIRE	SERVICE BRASS	53051	2319813	2,103.01
08/13/26	UNDERGROUND SERVICE	UNDERGROUND SAFETY BOARD	53046	2319806	112.14
08/13/26	UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT	53047	2319806	448.90
TOTAL WF DISTRIBUTION SYSTEM					14,375.22
50050572 WF WTR QUAL & TREATMENT					
08/06/26	SWEETNER PROD	SALT FOR JUNE	52955	2319720	2,991.00
08/13/26	SKYLINE CHEMICAL COR	FLUORIDE FOR WATER 2025-2026	53211	2319792	12,048.00
08/13/26	BAVCO BACKFLOW APPAR	BACKFLOW REPAIR KITS	53026	2319743	1,808.16
08/13/26	USA BLUE BOOK	DECHLOR TABS	53025	2319807	810.19
08/06/26	SWEETNER PROD	SALT FOR JULY	52967	2319720	3,112.52
08/13/26	BAVCO BACKFLOW APPAR	BACKFLOW TEST COCKS	53027	2319743	257.85
08/13/26	YO FIRE	BACKFLOW PARTS	53212	2319813	356.10
TOTAL WF WTR QUAL & TREATMENT					21,383.82
50050574 WF METER M & R					
08/06/26	AQUA-METRIC SALES	2" REGISTERS	52851	2319697	2,941.43
08/13/26	AQUA-METRIC SALES	METER REGISTERS	53052	2319731	463.66
08/13/26	AQUA-METRIC SALES	METER REGISTERS	53053	2319731	3,188.85
TOTAL WF METER M & R					6,593.94
50090001 WATER UTILITY PROJECTS					
08/13/26	MKN	MAY 2026 FY2025 WATER MASTER PLAN &	52941	6563	13,677.88
TOTAL WATER UTILITY PROJECTS					13,677.88
50095001 WATER FUND CAPITAL PROJECTS					

08/13/26 MKN	MAY 2026 - DESIGN BUSHARD SLATER	52938	6563	84,714.00
08/13/26 INTERWEST CONSULTING	JUN 2026 - DESIGN RES 1 & 2 REHABILITATION	52897	6544	432.00
TOTAL WATER FUND CAPITAL PROJECTS				85,146.00
50150580 SF SEWER MAINTENANCE				
08/06/26 LIFECOM	GAS MONITOR CAL AND SENSOR REPL	52880	2319707	392.03
08/06/26 FERGUSON ENTERPRISES	ASPHALT COMPACTOR HONDA	52884	2319705	3,006.16
08/13/26 TESCO CONTROLS, LLC	WARD LIFT STATION	53215	2319802	3,170.14
08/13/26 TITUS WASTEWATER	COMPOSITE MH FRAME & COVER QTY -2	53175	2319805	2,682.36
08/13/26 TITUS WASTEWATER	COMPOSITE MH FRAME & COVER QTY-2	53177	2319805	2,682.36
08/13/26 TITUS WASTEWATER	COMPOSITE HM FRAME & COVER QTY-2	53178	2319805	2,682.36
08/13/26 PRO-LINE INDUSTRIAL	TRUCK SHOP CLEANING SUPPLIES	53180	2319782	1,118.83
08/13/26 LIFECOM	GAS MONITOR CALIBRATION	53273	2319777	80.00
TOTAL SF SEWER MAINTENANCE				15,814.24
50195000 SEWER FUND				
08/13/26 JIG CONSULTANTS	3/30/26-5/24/26 SEWER REHAB REPLACEMENT	52975	2319773	1,500.00
08/13/26 JIG CONSULTANTS	3/30/26-5/25/26 - SEWER REHAB REPLACEMENT	52976	2319773	2,294.75
08/06/26 PSOMAS	5/29/26-6/25/26 CM INSP 25 SEWER REHAB PROJ	52873	2319708	27,582.15
08/13/26 JIG CONSULTANTS	5/25/26-6/30/26 - SEWER REHAB REPLACEMENT	52977	2319773	3,572.50
TOTAL SEWER FUND				34,949.40
50250590 SWF SOLID WASTE				
08/13/26 REPUBLIC SERVICES, I	JUL 26 RUBBISH HAULING	53266	2319787	473,759.52
TOTAL SWF SOLID WASTE				473,759.52
			TOTAL	\$3,810,836.18



**MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY
HOUSING AUTHORITY**

**Closed Session 3:30 p.m.
Study Session 4:30 p.m.
Regular Meeting 6:00 p.m.
Tuesday, August 18, 2026
Council Chambers**

CLOSED SESSION

CALL TO ORDER

3:31 p.m.

PUBLIC COMMENTS

(Closed Session matters only)

- **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Paragraph (1) of subdivision (d) of Section 54956.9)
Brian Casteel v. City of Fountain Valley

The City Council voted 5-0, granting settlement authority.

- **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: 17101 Bushard St. Fountain Valley, APN: 167-301-04
Agency negotiator: City Manager, Deputy City Manager-Community Development Director,
Director of Public Works, Attorney for the City,
Management Analyst, Investment Specialist for Kidder Mathews, Senior Vice President for
Kidder Mathews
Negotiating parties: City of Fountain Valley and The Plant
Daddies Under negotiations: Price and Terms of Payment

No reportable action

- **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code §54957.6.
Agency Designated Representatives: City Manager, Maggie Le, Finance Director, Ryan
Smith, Human Resources Director, Tania Knauerhaze, Community Development Director /
Deputy City Manager, Omar Dadabhoy, Human Resources Manager, Tamaryn Roberts,
Finance Manager, Robin Harnish, Attorney for the City, Colin Burns
Employee Organizations: Police Officers' Association (POA), Police Officers'
Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal
Employees Association (Field Services unit), Fountain Valley General Employees
Association (FVGEA), Fountain Valley Professional and Technical Employees (P&T),
Individually Represented Battalion Chiefs and Individually Represented P&T (IRP&T)

No reportable action

STUDY SESSION

CALL TO ORDER

4:36 p.m.

PUBLIC COMMENTS

(Study Session matters only)

Katy Wright

- City of Fountain Valley Liability and Workers' Compensation Insurance Discussion — Presentation by Heather Campbell, Risk Manager

Heather Campbell and representatives from the California Joint Powers Insurance Authority presented the current state of insurance for the city and provided input as we look to the future.

- Short-Term Rentals — City Enforcement Strategy and FY24/25 OC Grand Jury Report Recommendation. Presentation by Ashlyn Newman, Neighborhood Improvement Manager

Ashlyn Newman provided the City's current Code Enforcement strategy's and response to the grand jury.

- Cultural, Arts, Recreation, Sports and Seniors (CARS) Advisory Committee - Presentation by Rob Frizzelle, Community Services Director / Deputy City Manager

Rob Frizzelle presented the concept of the CARS Advisory Committee.

- Information on Procedure for Public Comments During City Council Meetings - Presentation by Rick Miller, City Clerk / Administrator

Rick Miller provided information related to public comments during city council meetings.

OPEN SESSION

CALL TO ORDER

6:07 p.m.

INVOCATION

Mayor Jim Cunneen

SALUTE TO THE FLAG

Mayor Jim Cunneen

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Bui, Constantine, Grandis, Vice Mayor/Vice Chair Harper, Mayor/Chair Cunneen

Absent: None

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

None

CITY MANAGER / MAYOR UPDATE

Mayor Cunneen provided his update.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Bui requested that Council Member Grandis bring back the information on exit timing and costs related to OCPA. Second by Council Member Constantine

PRESENTATIONS

- Recognition of Outgoing Rotary President, Marla McGee - Presentation by Mayor Jim Cunneen

Mayor Cunneen recognized and thanked Marla McGee as the outgoing Rotary President.

- Recognition of Finance Director Ryan Smith - Presentation by Mayor Jim Cunneen

Mayor Cunneen thanked Finance Director Ryan Smith for all his work as the City's Finance Director and wished him well on his new journey with the City of Dana Point.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Dan Stewart, Mike Rough, Vicki Johnson

CONSENT CALENDAR

1. Receive and File the Draft Minutes of the July 14, 2026 Regular City Council Meeting

ACTION: Move to Receive and File the Amended Minutes of the July 14, 2026 Regular City Council Meeting

MOTION: Constantine **SECOND:** Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

2. Approve the City of Fountain Valley Register of Demands for the period of 7/1/2026 to 8/5/2026

ACTION: Move to Approve the City of Fountain Valley Register of Demands for the

period of 7/1/2026 to 8/5/2026

MOTION: Constantine SECOND: Grandis

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

3. Treasurer's Report for quarter ended June 30, 2026

ACTION: Move to Approve the Treasurer's Report for quarter ended June 30, 2026

MOTION: Constantine SECOND: Grandis

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

4. City of Fountain Valley Six- Month Strategic Objectives Update for May – October 2026

ACTION: Move to Approve the City of Fountain Valley Six- Month Strategic Objectives Update for May – October 2026

MOTION: Constantine SECOND: Grandis

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

5. Response to 2025-2026 Orange County Grand Jury Report dated May 27, 2026, entitled "California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods"

ACTION: Move to Approve the Response to 2025-2026 Orange County Grand Jury Report dated May 27, 2026, entitled "California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods"

MOTION: Constantine SECOND: Grandis

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

6. Second Reading and Adoption of an Ordinance Establishing a Fire Development Impact Fee

ACTION: Move to Approve the Second Reading and Adoption of an Ordinance Establishing a Fire Development Impact Fee

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

7. Response to Orange County Grand Jury Report – PFAS and Public Awareness: A Closer Look at Orange County Drinking Water

ACTION: Move to Approve the Response to Orange County Grand Jury Report – PFAS and Public Awareness: A Closer Look at Orange County Drinking Water

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

8. Request to Destroy Police Department, Fire Department and Finance Department Records

ACTION: Move to Approve the Request to Destroy Police Department, Fire Department and Finance Department Records

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

9. Second Reading and Adoption of an Ordinance Restricting Kratom

ACTION: Move to Approve the Second Reading and Adoption of an Ordinance Restricting Kratom

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Cunneen

NOES: Harper

ABSENT: None

ABSTAIN: None

ADMINISTRATIVE ITEMS

10. Approval of Amendment No. 1 to Agreement with Temporary Staffing Professionals, Inc. for an amount not to exceed \$180,000 for temporary staffing

ACTION: Move to Approve Amendment No. 1 to Agreement with Temporary Staffing Professionals, Inc. for an amount not to exceed \$180,000 for temporary staffing

MOTION: Cunneen SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

11. Approval of Amendment No. 3 to Agreement with Liebert Cassidy Whitmore for Legal Services to allocate an additional \$600,000 for Specialized Legal Services

ACTION: Move to Approve Amendment No. 3 to Agreement with Liebert Cassidy Whitmore for Legal Services to allocate an additional \$600,000 for Specialized Legal Services

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

12. Approval of Amendment #1 to Professional Legal Services Agreement between the City of Fountain Valley, Successor Agency to the Fountain Valley Agency for Community Development, the Fountain Valley Housing Authority, and Stradling Yocca Carlson & Rauth LLP

ACTION: Move to Approve Amendment #1 to Professional Legal Services Agreement between the City of Fountain Valley, Successor Agency to the Fountain Valley Agency for Community Development, the Fountain Valley Housing Authority, and Stradling Yocca Carlson & Rauth LLP

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

13. Rehabilitation and Resurfacing of Newhope Street (from Edinger Avenue to Heil Avenue), Ward Street (from Apache River Avenue to Ellis Avenue), Ellis Avenue (from Brookhurst Street to Ward Street), and Slater Avenue (from Starfish Avenue to Ward Street), Project No. 25005.

ACTION: Move to Approve the Rehabilitation and Resurfacing of Newhope Street (from Edinger Avenue to Heil Avenue), Ward Street (from Apache River Avenue to Ellis Avenue), Ellis Avenue (from Brookhurst Street to Ward Street), and Slater Avenue (from Starfish Avenue to Ward Street), Project No. 25005.

MOTION: Constantine SECOND: Cunneen

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

14. Project No. 25016 - Communication Improvements for Newhope Street and City Hall Accept the bids and award a construction contract to Crosstown Electrical & Data, Inc. for the Project No.25016 —Communication Improvements for Newhope Street and City Hall Project, in the amount not-to-exceed \$174,482.00.

ACTION: Move to Approve Project No. 25016 - Communication Improvements for Newhope Street and City Hall Accept the bids and award a construction contract to Crosstown Electrical & Data, Inc. for the Project No.25016 —Communication Improvements for Newhope Street and City Hall Project, in the amount not-to-exceed \$174,482.00.

MOTION: Constantine SECOND: Cunneen

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

15. Voluntary Rate Range Intergovernmental Transfer Program for Cost Recovery of Emergency Medical Services for Calendar Year 2025

ACTION: Move to Approve the Voluntary Rate Range Intergovernmental Transfer Program for Cost Recovery of Emergency Medical Services for Calendar Year 2025

MOTION: Bui SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen

NOES: None

ABSENT: None

ABSTAIN: None

16. Approval of the Parks and Community Services Parks Master Plan

ACTION: Move to Approve the Parks and Community Services Parks Master Plan

MOTION: Harper SECOND: Bui

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

17. Designation of Voting Delegate and Alternate(s) for League of California Cities Annual Business Meeting in September 2026

ACTION: Move to Approve Mayor Cunneen and Vice Mayor Harper as the Voting Delegates for League of California Cities Annual Business Meeting in September 2026

MOTION: Harper SECOND: Constantine

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

18. Approve a Third Amendment to the City Manager's Employment Agreement to Provide Additional Compensation and Benefits Following a Positive Performance Review

ACTION: Move to Approve a Third Amendment to the City Manager's Employment Agreement to Provide Additional Compensation and Benefits Following a Positive Performance Review

MOTION: Constantine SECOND: Cunneen

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

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

None

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

Mayor Cunneen

July 16	Attended the Concert in the Park
July 17	Attended the grand re-opening of Albertsons
July 18	Attended the third annual back to School event at Freedom Hall
July 21	Attended the OCTA Citizens Advisory Committee
July 23	Attended the Bruno Mars tribute band
July 30	Attended the OCTA Elected Official RoundTable

August 2	Attended the Fountain Valley Rotary Club breakfast for the campers at the great FV Campout
August 6	Attended the Government Affairs Committee and then participated in the elementary school renaming from Rosita to the Frank and Irene Palamino Elementary School
August 8	Attended the event recognizing four Girl Scout Gold Awards and one Eagle Scout at the Court of Honor ceremony and then participated in the Kiwanis Club Pin for Kids Bowling Tournament

Vice Mayor Harper

July 15	Attended the PCTA meeting
July 16	Attended the OCTA Finance meeting and the Concert in the Park
July 22	Attended the JPIA Awards Ceremony
July 27	Attended the OCTA Board meeting
July 30	Attended the Concert in the Park
August 1	Attended the Campout
August 4	Attended the National Night Out
August 8	Attended the Firefighter Pickleball Championship

Council Member Grandis

July 16,23,30	Attended the Concert in the Park
July 17	Attended the Albertson's Grand Re-Opening
July 28	Attended the BGCHV Board Meeting
July 29	Attended the FV Schools Foundation thank you dinner
August 4	Attended the OCPA cost of service briefing and then National Night Out
August 6	Attended the FV Chamber Government Affairs Committee meeting
August 8	Attended the FVFFA Pickleball Tournament and the Kiwanis Pins for Kids event
August 10	Attended the Civic Center Ad-Hoc Committee meeting
August 12	Attended the FV Cambers Angels night
August 15	Attended the Robyn's Nest Poker/Bingo Tournament

Council Member Constantine

July 16	Participated in the Fountain Valley and Huntington Beach Republican Assembly Meetings at Denny's, Huntington Beach. The featured speakers were: Huntington Beach City Attorney Michael Vigliotta and Huntington Beach School Board Candidates: David Clifford and Laura Costello. Afterwards, I stopped in at the "We are the 80s" weekly annual Concert in the Park at the Fountain Valley Sports Park.
July 17	Stopped in at the Albertsons grand opening / reopening later in the day. It's the store on Brookhurst at Edinger.
July 18	Stopped in at the 3rd Annual Children's Back to School Expo at Freedom Hall, Mile Square Park.
July 20	Stopped in at the Bunco Bash for senior citizens at Founders Village Community and Senior Center.
July 23	Stopped in at the Teen Origami Workshop at the Fountain Valley Library, then participated in welcoming the crowd to the annual weekly Thursdays in July

Concert in the Park. It was "That's What I Like", the Bruno Mars tribute at the Fountain Valley Sports Park.

July 24 Watched the Guy Fieri "Diners, Drive-ins, and Drive Thru" television show featuring Fountain Valley's Paul's Coffee Shop for the second time. The first time was in 2010.

July 25 Attended the Back to School Bash at the Fountain Valley Promenade, then stopped in at the red caviar tasting at European Delights. In the evening, I spent a few hours with the Fountain Valley Police Department and police cadets at the DUI and Driver License Checkpoint on Brookhurst near Heil. Sgt. Pratt and the team was exceptional, as always.

July 29 Participated on Zoom in the ACC-OC BOLD Webinar: Understanding the Role of Housing Authorities in Solving Homelessness.

July 30 In the evening, I attended the annual Orange County Government and Elected Officials Night at the Orange County Fairgrounds in Costa Mesa.

August 1 Stopped in at the Friends of the Library Buc a Bag Sale at the Fountain Valley Library. Later, I volunteered for 3 1/2 hours as a Director for the Fountain Valley Community Foundation checking in anxious, happy campers for the annual Camp Out at the Fountain Valley Sports Park.

August 3 Attended the evening Fountain Valley Historical Society Board Meeting at Heritage Park.

August 4 Attended the well well-attended annual National Night Out and Movie in the Park with Costume Contest at the Fountain Valley Sports Park. The movie was "The Bad Guys 2".

August 6 Participated in the Fountain Valley Chamber of Commerce GAC Meeting (Government Affairs Committee) on Zoom. Later, I participated in the "Cal Cities Roundtable: Impacts of SB 357 and City Responses" on Zoom. In the evening, stopped in at the "Fairytale Trivia Night" at Pizza D'z.

August 7 Delivered around the monthly Founders Village Senior and Community Center Newsletter to Richard's Cookie Jar, Lamppost Pizza, Dunkin' Donuts, Gavin's Donuts, Palm Island, and Parkview Estates. Later, I participated in our City's bi-monthly Dance as the Fountain Valley representative on the Fountain Valley Advisory Committee for Persons with Disabilities. Tonight it was luau-themed at Founders Village Community and Senior Center. Today was the stated deadline for me to complete the required online JPIA "Workplace Harassment Prevention for Local Agency Officials"...and after nearly 2 hours, I did and received my certificate by email.

August 8 Attended the "Gold Award and Eagle Scout Court of Honor" Ceremony at Garden Grove United Methodist Church in Garden Grove. Most of the 5 recipients attended school in Fountain Valley. In the early afternoon, I stopped in to show my support for our Fountain Valley Fire Department at the Fountain Valley Fire Association annual Pickleball Tournament Charity Fundraiser at Los Caballeros Sports Village. In the evening, I was happy to spend a few hours socializing at the 18th Annual Benefit Pins for Kids Bowling Tournament at Fountain Bowl. Such a great evening.

August 10 Participated in the Fountain Valley Civic Center Ad Hoc Committee Meeting at Fountain Valley City Hall.

August 14 Stopped in at the Movie in the Park with Costume Contest at the Fountain Valley Sports Park. The movie was "The Super Mario Galaxy".

Council Member Bui

No report submitted

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

Mayor Cunneen adjourned the meeting at 8:51 p.m. to the next Meeting of the Fountain Valley City Council on September 1, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Jim Cunneen, Mayor

Attest:

Rick Miller, City Clerk



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: September 1, 2026

SUBJECT: Approve Amendment No. 1 to the Agreement with Baker Tilly Advisory Group in the amount of \$2,650 for Police Department Assessment Services

Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community “A Nice Place to Live.”
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☒ Attract and retain quality staff through best practices and trends.
- ☒ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☐ Not applicable.

EXECUTIVE SUMMARY

On January 5, 2026, the City entered into an Agreement with Baker Tilly Advisory Group, LP, to complete an organizational assessment of the police department. Staff would like a Baker Tilly representative to present the objective findings directly to the City Council via a remote presentation at the September 15, 2026, City Council meeting. The Fountain Valley Police Department is seeking approval for an additional \$2,650 in contract funds to cover the cost of facilitating the presentation by Baker Tilly.

DISCUSSION

Baker Tilly Advisory Group recently provided organizational assessment services to the Fountain Valley Police Department. The professional assessments included Organizational Leadership, Administration and Staffing, Patrol Services, Data and Technical Equipment, Recruitment/Retention, Dispatch Structure and Protocol, Schedule and Beat Design Community Engagement, Technology Evaluation, and Organization Culture.

Staff have determined that an objective presentation is beneficial for prioritizing immediate departmental needs.

FISCAL REVIEW

There is no fiscal impact associated with this item, as sufficient funds have been allocated in the 2026/2027 approved Police Department budget.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney for the City has reviewed this item.

ALTERNATIVES

Alternative No. 1: Approve Amendment No. 1 to the Agreement with Baker Tilly Advisory Group, LP in the amount of \$2,650 for Police Department Assessment Services.

Alternative No. 2: Do not approve the \$2,650 expense for the Baker Tilly Advisory Group presentation to the City Council.

RECOMMENDATION

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Mike Parsons, Police Lieutenant

Fiscal Review by: Ryan Smith, Finance Director

Attorney review by: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. Amendment No. 1 to CON 1651
2. CON 1651 with Baker Tilly Advisory Group, LP

AMENDMENT 1 - AGREEMENT FOR POLICE
DEPARTMENT ASSESSMENT SERVICES
CON 1651

THIS FIRST AMENDMENT is made and entered this 21st day of August 2026, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and Baker Tilly Advisory Group, LP (hereinafter "CONSULTANT").

Recitals

WHEREAS, CITY and CONSULTANT have previously entered into an Agreement for Police Department Assessment Services dated January 5, 2026, with a term ending August 7, 2026, for an amount not to exceed Seventy-Five Thousand Two Hundred Fifty-Eight Dollars (\$75,258.00), attached hereto as Attachment A (AGREEMENT); and

WHEREAS, the Parties now desire to amend the contract to extend through September 30, 2026, and increase the not-to-exceed amount by Two Thousand, Six Hundred and Fifty Dollars (\$2,650.00), for CONSULTANT to present their findings to City Council.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the term of the AGREEMENT shall be extended through September 30, 2026.
2. The TOTAL CONTRACT SUM is increased by Two Thousand, Six Hundred and Fifty Dollars (\$2,650.00) for a total contract amount not-to-exceed Seventy-Seven Thousand, Nine Hundred and Eight Dollars (\$77,908.00).
3. Except as amended by this FIRST AMENDMENT, all other terms and conditions of the AGREEMENT shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have entered into this FIRST AMENDMENT the date and year first above written.

ATTEST:

CITY OF FOUNTAIN VALLEY

Rick Miller, City Clerk

Jim Cuneen, Mayor

APPROVED AS TO FORM:

HARPER BURNS, LLP

CONSULTANT:



Attorney for the City

Caitlin Humrickhouse

Baker Tilly Advisory Group

APPROVED AS TO CONTENT:

Craig Heredia, Chief of Police

Amendment 1 CON 1651 - Baker Tilly Advisory Group

Final Audit Report

2026-08-24

Created:	2026-08-24
By:	Heather Campbell (Heather.Campbell@fountainvalley.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ErNx9LQIT1rzoXNtNkhfrFWv7pE7zao

"Amendment 1 CON 1651 - Baker Tilly Advisory Group" History

-  Document created by Heather Campbell (Heather.Campbell@fountainvalley.org)
2026-08-24 - 2:21:01 PM GMT
-  Document emailed to Caitlin Humrickhouse (caitlin.humrickhouse@bakertilly.com) for signature
2026-08-24 - 2:21:27 PM GMT
-  Email viewed by Caitlin Humrickhouse (caitlin.humrickhouse@bakertilly.com)
2026-08-24 - 2:22:06 PM GMT
-  Document e-signed by Caitlin Humrickhouse (caitlin.humrickhouse@bakertilly.com)
Signature Date: 2026-08-24 - 3:57:18 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
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AGREEMENT FOR CONSULTANT SERVICES

CON – 1651

Police Department Assessment

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Baker Tilly Advisory Group, LP ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on January 5, 2026 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than August 7, 2026, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this AGREEMENT.

2. SERVICES

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

3. NOTICE TO PROCEED

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

4. PERFORMANCE

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

5. CITY MANAGEMENT

The Chief of Police, or their designee, shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products

submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Seventy-Five Thousand Two Hundred and Fifty-Eight Dollars (\$75,258.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

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

(c) CONSULTANT shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

7. PUBLIC WORK

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

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at

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

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

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

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

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by them hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to

Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this AGREEMENT is suspended or terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of suspension or termination, provided that the work performed is consistent with the AGREEMENT. Upon suspension or termination of the AGREEMENT pursuant to this section, CONSULTANT will, as a precondition to being compensated, submit an invoice to CITY detailing work performed up to the time of suspension or termination.

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain adequate records pertinent to payment and invoicing for services provided in sufficient detail to substantiate fees charged for services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; and shall permit CITY to make copies and transcripts therefrom as necessary. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Subject to CONSULTANT's rights in Consultant's Knowledge (as defined below), upon completion of, or in the event of termination, or suspension of this AGREEMENT, all completed tangible materials prepared by CONSULTANT specifically as a deliverable for CITY in the course of providing the services to be performed pursuant to this AGREEMENT (each, a "Deliverable") shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. Notwithstanding the foregoing, the CONSULTANT will maintain all ownership right, title and interest to all Consultant's Knowledge. For purposes of this AGREEMENT, "Consultant's Knowledge" means the CONSULTANT's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the CONSULTANT prior to the Effective Date of this AGREEMENT ("Consultant's Preexisting Knowledge"); (2) developed or obtained by CONSULTANT after the Effective Date, that are reusable from client to client and project to project, where the CITY has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate the CITY's confidential information. To the extent that any Consultant's Knowledge is incorporated into the Deliverables, the CONSULTANT grants to the CITY a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant's Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of the CONSULTANT.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, officers, employees, and agents ("INDEMNIFIED PARTIES") from and against any and all third party losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are arising out of or resulting from any negligent act, error, or omission or willful misconduct or fraudulent behavior of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other

than that specified in this AGREEMENT without the written consent of CONSULTANT.

Consultant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents, attorneys, and volunteers from and against any and all third-party claims, demands, losses, attorney fees, defense costs or expenses, or liability of any kind or nature which City, its officers, officials, employees, agents, attorneys and volunteers may sustain or incur or which may be imposed upon them for bodily injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence or wrongful conduct of City, its officers, officials, consultants, employees, agents, attorneys and volunteers.

(b) Limitation on Consultant Indemnification. Notwithstanding Section 11(a), nothing in this Agreement shall be construed to require Consultant to indemnify or hold harmless CITY from CITY'S own active negligence or willful misconduct.

(c) General Indemnification Provisions. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. This indemnity shall apply regardless of whether any insurance policies are applicable.

(d) Limitation on Damages. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to CONSULTANT for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. This limitation shall not apply to any breach of CONSULTANT'S confidentiality obligations or to any liability that cannot be limited under applicable law. Notwithstanding anything to the contrary herein, Consultant's liability arising out of Consultant's indemnification obligations under this Agreement shall not exceed three (3) times the fees paid to CONSULTANT for the portion of the work to which the claim relates. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity,, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement.

(e) Because of the importance of the information that the CITY provides to the CONSULTANT with respect to the CONSULTANT's ability to perform the services, the CITY hereby releases the CONSULTANT and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by the CITY, its personnel or agents, that is not complete, accurate or current, to the extent caused by such incomplete, inaccurate, or not current information.

This section shall survive the lapse, termination, or completion of this AGREEMENT.

12. INSURANCE

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

13. WARRANTY FOR SERVICES

(a) CONSULTANT warrants that all services will be performed in accordance with generally accepted industry standards of care and competence.

(b) If any services do not meet the warranty, CITY's sole and exclusive remedy for a claim for breach of warranty shall be for CONSULTANT, without additional cost to CITY, to:

(1) Without additional cost to City, promptly reperform the services until the services meet the warranty at no additional charge to CITY, or if CONSULTANT cannot reperform the services, CONSULTANT will refund the fees paid by CITY for the services in breach of CONSULTANT's warranty.

This section 13 is CONSULTANT's only warranty concerning the services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. The limitations in this Section shall not otherwise limit the remedies that CITY may seek under this agreement for claims under than breach of warranty.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this AGREEMENT. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner, whether in law or equity. Though the services may include CONSULTANT's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, CITY.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay, nor be deemed to have paid or delivered, salaries, wages, or other compensation to CONSULTANT for performing

services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all applicable laws and regulations. CITY, and its officers, officials, employees, agents, and volunteers shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

16. POLITICAL REFORM ACT

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

17. UNDUE INFLUENCE

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

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. This section shall not apply to information which is

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(A) publicly known, (B) already known to the CONSULTANT, (C) disclosed to CONSULTANT by a third party without restriction, or (D) independently developed by CONSULTANT without use of or reference to CITY's information. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena to the extent such notice is legally permissible.

(b) To the extent legally permissible, CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to be present at any deposition, hearing, or similar proceeding to the extent legally permissible. CONSULTANT agrees to reasonably cooperate with CITY.

20. SECURITY OF INFORMATION

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

21. NOTICES

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

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Attn: City Clerk

CONSULTANT
Baker Tilly Advisory Group, LP
18500 Von Karman Avenue
Irvine, CA 92612
Attn: Caitlin Humrickhouse

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor any

part thereof, nor any monies due hereunder, without the prior written consent of CITY, which the CITY may grant or withhold in its sole and absolute discretion, with no obligation to disclose the basis for its decision to any person, firm, entity, or Party. Notwithstanding the foregoing, upon notice to the CITY, and with prior written consent of City, CONSULTANT may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of CONSULTANT by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

☐ [Check if Applicable] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

☐ [Check if Applicable] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under their direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) day's notice prior to the departure of PRINCIPLE from CONSULTANT's employ. Should they leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENSES

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

24. GOVERNING LAW

CITY and CONSULTANT understand and agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in Orange County Superior Court or Central District of California Federal District Court. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, direct or implied, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

27. INTERPRETATION

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

28. MODIFICATION

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

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost to the extent required under the terms of this Agreement.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that they have the authority to execute this AGREEMENT on behalf of CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder. CONSULTANT

agrees that the person executing this AGREEMENT is an authorized agent of the CONSULTANT with the power to bind CONSULTANT to this AGREEMENT.

31. CONSULTANT ENTITY

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

CONSULTANT



Jim Cunneen, Mayor

Caitlin Humrickhouse

Signature

Caitlin Humrickhouse

Typed Name

Principal

Title

ATTEST:

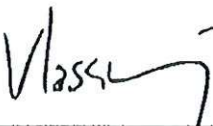


Rick Miller, City Clerk

Approved as to Form:

HARPER & BURNS LLP

Corporate seal (or attach Notary acknowledgment)



Attorneys for the City

Tony Luce

Anthony Luce, Police Captain

Exhibit "A"
Scope of Services
And Payment Terms

The selected vendor's scope of work will assess and recommend effectiveness in the following areas:

- A. Organizational Leadership
- B. Administration and Staffing
- C. Patrol Services
- D. Data and Technical Equipment
- E. Recruitment/Retention
- F. Dispatch Structure and Protocol
- G. Schedule and Beat design
- H. Community Engagement
- I. Technology Evaluation
- J. Organization Culture

Project Timeline

The assessment will be conducted over six months, following five (5) core tasks:

Activity 1 – Start project

- Planning meeting with key City and Police Department leaders.
- Introduce respective teams.
- Ensure the plan of work and schedule are clear.
- Establish good working relationship.

Activity 2 – Gather information and obtain input

- Review documents and data.
- Conduct interviews with department leadership to assess operations, organizational structure, department priorities, and challenges and opportunities for improvement.
- Focus group with Department employees at all levels.
- Administer employee survey of the Department to obtain the broadest level of suggestions and input, and to convey that all staff viewpoints will be considered.
- Observe field operations, briefings, training sessions, or other Department activities.

Activity 3 – Conduct analysis

- Workload, staffing, operations, and organization structure of the Department.
- Determine officers, supervisors and support staff needed by function to achieve level-of service goals.
- Assess organizational structure, spans of control, rank structure, administration and support personnel, and special unit staffing to assess whether an alternative organizational structure would improve efficiency and delivery of services.
- Analyze key job descriptions to determine if there are opportunities to modify, reduce, civilianize or reclassify certain positions.

- Evaluate effectiveness of current patrol zones (beats) based on response times and resource deployment considering workload and staffing, unit availability and deployment of allocated units.
- Assess any additional services that can be enhanced or handled with improved technology.
- Evaluate partnerships, shared services, shared resources and contracted services.
- Examine performance objectives including the ratio of calls for service available for proactive/discretionary time.

Activity 4 – Report results

- Prepare a draft project report to include analysis of relevant issues and recommendations to improve the efficiency of the department and ensure it has proper staffing and resources commensurate with the services it provides.
- The Police Department team has an opportunity to review and comment on the detailed analysis before the final report is prepared.
- Finalize project report to include a rich discussion of analysis and recommendations.

Activity 5 – Support implementation

- Baker Tilly will prepare a draft IAP. This is an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the report. It will include suggested priorities for each recommendation (short-, medium- and long-term) and assigned responsibility.

November 6, 2025

City of Fountain Valley

RFP 25-014

Proposal for organizational assessment of the police department

COST PROPOSAL

Cost/fee

Sharing our transparent fee estimate

The City's fee estimate is based on what we've learned is important to you. We'll go beyond what's expected to deliver a return on your investment.

SERVICES FOR THE CITY OF FOUNTAIN VALLEY	FEES
Activity 1: Start project	\$4,106
Activity 2: Gather information	\$34,068
Activity 3: Conduct analysis	\$12,787
Activity 4: Report results	\$21,197
Activity 5: Support implementation	\$3,100
TOTAL FOR ALL SERVICES	\$75,258

No unnecessary charges

You won't see add-on charges for routine calls, emails or quick consultations. They're included in our fees because we're here to earn your trust. If your need is out of scope, we'll never perform additional work unless you give us the go-ahead. Our final billing will always be based on the value we deliver to you.

Key assumptions

We based our fee estimate on your needs. If any of the assumptions below change, we'll share any new requirements, budgetary considerations and options.

- Adequate support, preparedness, cooperation and feedback from management
- Fees based on current standards
- No major changes in scope or organizational structure, including mergers or expansions
- Organized books and records

Delivering services above the standard — at standard hourly rates

Any fees will be based on our standard rates shown below. Before we send a final invoice, we confirm that you've received the value you deserve.

STANDARD HOURLY RATES		
Staff level	Hourly rates	Estimated hours
Director	\$342	33
Manager	\$221	61
Special advisor	\$177	126
Consultant	\$141	149
Subcontractor	\$85	105

Affirming our commitment to the City of Fountain Valley

Our team will always look for a better way to help you stay ahead of every curve on our journey together.

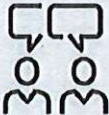
 A team that knows your landscape Your team has worked with similar clients and will hit the ground running	 Eyes on the horizon We will share proactive ideas, industry insights and educational opportunities	 Commitment to cost control We won't send surprise bills or add unnecessary charges	 Staff continuity Our commitment to our people ensures you'll have a consistent team with consistent knowledge of your needs	 Ahead of the curve Our innovative technology keeps you at the forefront of communication, efficiency and compliance
 Resources around the globe You'll have access to specialists across the nation and around the world	 Wide-open communication Expect frequent check-ins and prompt responses to your questions	 Solutions scaled for you Our service plans are flexible and collaborative, crafted for your unique needs	 Principal support You'll always work with experienced team members who bring big-picture perspectives	 Unlimited potential Our services grow with your needs and evolve as you do

EXHIBIT "B"

INSURANCE SPECIFICATIONS

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

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall name the City of Fountain Valley, and its officers, officials, employees, agents, and volunteers as additional insureds.

Umbrella or excess liability insurance. *[If required to meet higher limits].*

Umbrella liability insurance requirements. CONSULTANT shall obtain and maintain an umbrella liability insurance policy that offers comprehensive coverage. This policy must include coverage for bodily injury, personal injury, and property damage, and it should extend to encompass commercial general liability, automobile liability, and employer's liability. The policy must incorporate the following terms and conditions:

- Drop-down feature. This feature activates if any primary insurance becomes partially or wholly uncollectible for any reason, excluding the bankruptcy or insolvency of the primary insurer.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying primary insurance policies to ensure continuous coverage.

Excess liability insurance requirements. The CONSULTANT shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONSULTANT's existing commercial general liability, automobile liability, and employer's liability policies. The requirements for the policy are as follows:

- Follow-form coverage. The policy adheres strictly to the terms and conditions of the underlying policies, ensuring seamless integration of coverage.
- Drop-down provision. This provision states that the excess policy will respond as primary coverage in the event that the underlying insurer is

unable to pay a claim due to insolvency, unless an insolvency exclusion specifically applies.

- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to a reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying policies to prevent any gaps in coverage.

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

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

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

Cyber Liability. CONSULTANT shall maintain comprehensive cyber liability insurance with limits of \$1,000,000 per occurrence/loss and \$2,000,000 general aggregate. If the coverage is maintained on a claims-made basis, the CONSULTANT shall maintain such coverage for an additional three (3) years following termination of the contract.

Technology Errors and Omissions. CONSULTANT shall maintain comprehensive technology errors and omissions insurance with limits of \$1,000,000 per occurrence/loss and \$2,000,000 general aggregate. If the coverage is maintained on a claims-made basis, the CONSULTANT shall maintain such coverage for an additional three (3) years following termination of the contract.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file

with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges

and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, cyber liability, technology errors and omissions liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's subcontractor cannot comply with this requirement, which proof must be submitted to

the CITY, CONSULTANT shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Baker Tilly contract

Final Audit Report

2026-01-26

Created:	2026-01-26
By:	Heather Campbell (Heather.Campbell@fountainvalley.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACBaAVZNP_IGGsQY-clU3lXkhGAZQczAY

"Baker Tilly contract" History

-  Document created by Heather Campbell (Heather.Campbell@fountainvalley.org)
2026-01-26 - 4:36:20 PM GMT
-  Document emailed to Tony Luce (anthony.luce@fountainvalley.org) for signature
2026-01-26 - 4:36:48 PM GMT
-  Email viewed by Tony Luce (anthony.luce@fountainvalley.org)
2026-01-26 - 4:36:55 PM GMT
-  Document e-signed by Tony Luce (anthony.luce@fountainvalley.org)
Signature Date: 2026-01-26 - 4:39:36 PM GMT - Time Source: server
-  Agreement completed.
2026-01-26 - 4:39:36 PM GMT



CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and
Members of the City Council

Agenda Date: September 1, 2026

SUBJECT: Introduction and First Read of an Ordinance Revising Fountain Valley Municipal Code Chapters 2.36 and 2.38, and Repealing Resolution No. 9900

Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community “A Nice Place to Live”
- ☐ Ensure long-term fiscal stability by evaluating processes and attract and retain revenue producing businesses/opportunities
- ☒ Attract and retain quality staff through best practices and trends
- ☐ Maintain, build, plan for, and modernize infrastructure to support growth and future needs of the city
- ☐ Not applicable

EXECUTIVE SUMMARY

The City's Purchasing Policies are set forth in Chapters 2.36 and 2.38 of Title 2 of the Municipal Code. These chapters were last comprehensively updated in 2018 by Ordinance No. 1537 to reflect the federal Uniform Guidance (2 CFR Part 200) then in effect. Since that update, both the federal Uniform Guidance and the state Uniform Public Construction Cost Accounting Act (“CUPCCAA”) dollar thresholds have changed, and staff have identified opportunities to streamline and clarify the City's purchasing rules. Changes to the City's Purchasing Policies are recommended to reflect current best practices, incorporate updated statutory and regulatory thresholds, consolidate public works procurement rules into a single chapter, and codify a standalone council resolution directly into the Municipal Code.

DISCUSSION

In 2024, the federal Office of Management and Budget revised the Uniform Guidance (2 CFR Part 200) governing procurement by recipients of federal financial assistance, raising the micro-purchase and simplified acquisition thresholds effective October 1, 2024, with a further increase effective October 1, 2025. Separately, the California Legislature raised the dollar thresholds under CUPCCAA through Assembly Bill 2192, effective January 1, 2025. To reflect current practice and ensure the Municipal Code's thresholds remain appropriately calibrated relative to the federal ceiling, staff conducted a comprehensive review of Chapters 2.36 and 2.38 and have recommended the changes outlined in this report.

Currently, purchases of supplies, materials, equipment, and non-professional services (excluding public works) below \$3,500 may be procured directly from a qualified vendor, purchases between \$3,500 and \$50,000 require two informal quotes, and formal procurement procedures apply to purchases of \$50,000 or more. It is recommended that these thresholds be increased to \$10,000 for micro/direct purchases; \$10,000 to \$100,000 (renamed "Simplified Acquisitions" to align with current federal terminology) with three (3) informal quotes; and formal procurement procedures for purchases of \$100,000 or more. These thresholds remain well below the current federal micro-purchase and simplified acquisition ceilings, so the increase does not affect the City's ability to use federal grant funds and reduces the volume of routine purchases requiring formal processing.

Professional service contracts of \$50,000 or less currently may be procured by negotiated contract or purchase order without competitive solicitation, while contracts above that amount must be obtained by RFP or RFQ. It is recommended that this threshold be increased to \$100,000, consistent with the revised Simplified Acquisitions threshold described above.

The City's public works procurement rules are currently split between Chapter 2.36, which sets a general \$5,000 threshold above which formal bidding is required, and Chapter 2.38, which adopts CUPCCAA's alternate procedures and separate thresholds for qualifying "public projects." Because most City public works contracts qualify as CUPCCAA public projects, Chapter 2.38's higher thresholds control in practice, and the parallel structure in Chapter 2.36 has created some potential for confusion as to which chapter governs a given public works contract. It is recommended that all public works procurement provisions be consolidated exclusively into Chapter 2.38, including the formal-bidding procedures and bidder's security requirements previously divided between the two chapters. Former Section 2.36.030 is retained as "Reserved" under standard code-drafting practice so that other cross-references in the code are not disrupted.

Consistent with Assembly Bill 2192, it is recommended that the CUPCCAA thresholds in Chapter 2.38 be updated to reflect the current statutory amounts: the force account/negotiated contract/purchase order limit is recommended to increase from \$45,000 to \$75,000, and the informal bidding limit is recommended to increase from \$175,000 to \$220,000, with a corresponding increase in the council's over-threshold award option from \$175,500 to \$235,000.

The City's Purchasing Policies currently address cooperative and "piggyback" purchasing only as a one-line bid exception. It is recommended that a new section be added to Chapter 2.36, establishing the City's affirmative authority to use cooperative purchasing agreements (including CMAS, GSA, NASPO ValuePoint, and similar programs), the conditions under which such purchases may be made, applicable approval thresholds, and documentation requirements. This addition is consistent with 2 CFR § 200.318(e), which encourages recipients of federal awards to use intergovernmental agreements for procurement where advantageous.

The Uniform Guidance requires that agencies receiving federal financial assistance follow certain procurement standards, including conflict of interest restrictions, suspension and debarment verification, and consideration for small and minority businesses, women's business enterprises, and labor surplus area firms. The City's current Purchasing Policies do not separately codify these federally required standards. It is recommended that a new section be added to Chapter 2.36 incorporating the applicable requirements of 2 CFR Part 200, Subpart D, so that these standards

are a matter of local law rather than relying solely on the chapter's general reference to be in compliance with grant conditions.

In September 2023, the City Council adopted Resolution No. 9900, authorizing the City Manager to approve information technology software, hardware, and professional service purchases for vendors with multiple contracts that cumulatively exceed \$50,000 (provided each individual contract remains \$50,000 or less), and to approve related contract amendments of up to \$50,000 or 20 percent of the original contract amount, whichever is greater, subject to quarterly reporting to the City Council. It is recommended that these provisions be codified directly into Chapter 2.36 as a new section, so that the City Manager's full contract-award authority is set out in one place in the Municipal Code rather than split between the code and a freestanding resolution. Staff recommends that Resolution No. 9900 be repealed concurrently with the adoption of the ordinance to avoid the same authority being stated in two places.

No change is proposed at this time to the City Manager's general contract authority of \$50,000, the Director of Finance's authority of \$25,000. Staff flags these amounts for the Council's discretion, given that several other thresholds in this update are increasing, but is not recommending a change absent Council direction.

Upon City Council's approval and adoption of this ordinance, City staff will initiate a comprehensive review and update of the Administrative Purchasing Policy. This administrative update will align internal operating guidelines with the newly amended Municipal Code, ensuring that future City procurement activities remain legally compliant, transparent, and aligned with Council's updated directives.

A summary of the recommended changes is attached, along with a "redlined" version of the proposed changes to the City's Municipal Code showing each proposed addition and deletion.

FISCAL REVIEW

There is no direct financial impact associated with approving the proposed changes to the Municipal Code. Raising the purchasing thresholds is expected to improve purchasing efficiency by reducing the administrative time spent processing routine purchase orders and formal purchasing processes.

PUBLIC NOTIFICATION

On August 13, 2026, a public notice (Attachment 5) was posted outside City Hall and published in the Orange County Register. The ordinance, including all supporting documents, was also made available for public review on August 13, 2026.

ALTERNATIVES

Alternative No. 1: Approve the revisions to Chapters 2.36 and 2.38 of the Fountain Valley Municipal Code, and repeal Resolution No. 9900.

Alternative No. 2: Do not approve Alternative No. 1 and provide direction to staff.

RECOMMENDATION

Staff recommends Alternative No. 1.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Ordinance

Attachment 2: Municipal Code Redlined Version with “Tracked Changes”

Attachment 3: Summary of Recommended Changes to the City’s Purchasing Policies

Attachment 4: Resolution 9900 – IT Purchases

Attachment 5: Public Notice

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FOUNTAIN VALLEY REPEALING AND REENACTING CHAPTERS
2.36 AND 2.38 OF TITLE 2 ADMINISTRATION AND PERSONNEL
OF THE FOUNTAIN VALLEY MUNICIPAL CODE**

WHEREAS, the City Council has previously adopted Title 2 of the Fountain Valley Municipal Code, which incorporated various provisions of the code pertaining to administrative and personnel matters; and

WHEREAS, collectively, Chapters 2.36 and 2.38 of the Fountain Valley Municipal Code encompass the City of Fountain Valley's Purchasing Policies and Procedures, and were most recently comprehensively amended by Ordinance No. 1537, adopted June 19, 2018; and

WHEREAS, since the adoption of Ordinance No. 1537, the federal Office of Management and Budget has revised the Uniform Guidance set forth at 2 CFR Part 200, and the California Legislature has amended the dollar thresholds under the California Uniform Public Construction Cost Accounting Act through Assembly Bill 2192, effective January 1, 2025; and

WHEREAS, the City Council of the City of Fountain Valley desires to make changes to the City's Purchasing Policies and Procedures to reflect best practices, incorporate updated statutory and regulatory thresholds, consolidate public works procurement provisions exclusively into Chapter 2.38, and codify the City Manager's information technology purchasing authority — previously set forth only in Resolution No. 9900 — directly into the Municipal Code;

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby ORDAIN as follows:

Section 1. Chapters 2.36 and 2.38 of the Fountain Valley Municipal Code are hereby repealed in their entirety.

Section 2. Chapters 2.36 and 2.38 of the Fountain Valley Municipal Code are hereby reenacted to read as follows:

CHAPTER 2.36 CONTRACTING PROCEDURES

2.36.010 Applicability.

This chapter shall apply to all city purchases, procurements, and contracts, including those for supplies, services, equipment, and professional services. Public works contracts are governed exclusively by Chapter 2.38 of this code.

2.36.020 Purchases generally.

This section applies to all city purchases except public works contracts, professional services contracts, and fixed charges. Purchases shall be made to the responsible vendor offering the lowest acceptable bid or through best value procedures that provide adequate and reasonable competition at the sole discretion of the city. Quotations and bids shall be obtained using the following methods.

(a) Micro-Purchases: Purchases aggregating ten thousand dollars (\$10,000) or less may be awarded without soliciting competitive quotations.

(b) Simplified Acquisitions: Purchases aggregating over ten thousand dollars (\$10,000) to one hundred thousand dollars (\$100,000) shall be obtained using informal quotations from at least three (3) qualified vendors.

(c) Formal Procurements (Over one hundred thousand dollars (\$100,000)):

(1) Service contracts aggregating over one hundred thousand dollars (\$100,000) shall be selected using a request for proposal, request for qualifications, or a request for bid process, as determined by the purchasing officer to serve the city's greater benefit, based on each contract or procurement.

(2) Other purchases aggregating over one hundred thousand dollars (\$100,000) shall be awarded to the lowest responsive and responsible bidder through competitive bid procedures unless the purchasing officer determines that the public interest would be served by using a modified procedure.

(3) The city reserves the right in its sole discretion to reject any and all bids presented and to re-advertise for bids.

2.36.030 [Reserved.]

2.36.040 Professional services contracts.

This section applies to the procurement of professional services. Professional services include any type of special service or advice in financial, economic, accounting, engineering, legal or administrative matters by persons specially trained and experienced and competent to perform the special services required (Gov't Code § 53060). Such services include, but are not limited to, architectural; engineering; environmental; financial; land surveying; construction management; audits; training services; legal services; preparation of planning or studies; technology application development; and personnel, job classification and benefit studies.

(a) Contracts aggregating one hundred thousand dollars (\$100,000) or less can be obtained by negotiated contract and/or by purchase order.

(b) Contracts aggregating greater than one hundred thousand dollars (\$100,000) shall be obtained by request for proposal (RFP) or request for qualification (RFQ).

(c) Professional services contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Professional services are generally retained considering technical factors (such as qualifications and experience), price and other factors such as the ability to meet the City's time schedule(s) for the project.

2.36.045 Fixed Charges.

Fixed charges are goods or services that can be acquired from only one source for which a fixed charge has been determined. Fixed charge contracts can be obtained without bid, request for proposal, or request for qualifications. A purchase order is not required for these types of purchases.

2.36.050 Bidder's security.

When deemed necessary by the city manager or the city manager's designated representative, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his or her bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

2.36.060 Performance bonds.

The city shall have authority to require a performance bond of the successful bidder before entering into a contract pursuant to an award in such an amount as it shall find reasonably necessary to protect the best interests of the city. If the city requires a performance bond, the form shall be approved by the city attorney. The amount and form, whenever possible, shall be set forth in the notice inviting bids.

2.36.070 Bid exceptions.

- (a) Bidding may be dispensed with when one or more of the following apply:
 - (1) An emergency requires that an order be placed with the nearest source of supply;
 - (2) When the commodity or service can be obtained from only one vendor;
 - (3) When used equipment can be acquired which meets the needs of the city and costs less;
 - (4) When participating in cooperative contracts with another government agency;
 - (5) When “piggybacking” off the pricing that was previously established by another government agency; provided the original solicitation was made in a competitive manner and awarded to the lowest responsible bidder.
 - (6) When the public interest otherwise requires that bidding be dispensed with provided the city council approves the purchase by majority vote and, as part of its approval, indicates the reasons bidding was dispensed with; or the city manager, director of finance, or purchasing officer makes similar findings for contracts with a value of one hundred thousand dollars (\$100,000) or less;
 - (7) Where three (3) bids cannot be obtained.
- (b) In no event shall bidding be dispensed with when required by federal or state law.

2.36.075 Cooperative and intergovernmental purchasing.

- (a) Authorization. The purchasing officer is authorized to purchase supplies, services, and equipment through cooperative purchasing agreements, including but not limited to joint powers authorities and purchasing schedules or contracts established by the California Multiple Award Schedules (CMAS), the U.S. General Services Administration (GSA), NASPO ValuePoint, Sourcewell, U.S. Communities/OMNIA Partners, or other public agency cooperative purchasing programs, without further competitive bidding by the city, provided the requirements of this section are met.
- (b) Conditions. A purchase under this section may be made only if:
 - (1) The original solicitation by the sponsoring public agency was conducted in a competitive manner reasonably equivalent to the procedures of this chapter;
 - (2) The contract was awarded by the sponsoring public agency to the lowest responsible bidder, or through a best-value or qualifications-based process consistent with this chapter; and
 - (3) The cooperative agreement or contract, by its terms, permits use by other public agencies.
- (c) Approval thresholds. Purchases made under this section remain subject to the dollar-value approval and award authority requirements of Sections 2.36.020(c) and 2.36.110 of this chapter, based on the aggregate amount of the purchase, notwithstanding that competitive bidding by the city itself is not required.
- (d) Documentation. The purchasing officer shall retain documentation sufficient to demonstrate that the originating solicitation and contract satisfy subsection (b), including a

copy of the originating agency's solicitation, award, and contract or schedule pricing, for the same retention period as other procurement records under this chapter.

(e) Scope. This section applies to purchases of supplies, services, and equipment under this chapter. Cooperative or piggyback purchasing for public works contracts is governed exclusively by Chapter 2.38 of this code.

2.36.080 Purchase orders.

All purchases over one hundred thousand dollars (\$100,000) shall be made by purchase order or written contract except for purchases involving "fixed charges".

2.36.090 Splitting purchases.

Purchases shall not be divided so as to avoid compliance with any provision of this chapter.

2.36.100 Review of city contracts as to form.

All city contracts shall be reviewed as to form by the city attorney or city's special legal counsel.

2.36.110 Award and execution of contracts.

(a) The city manager is authorized to award and sign contracts on behalf of the city when the total amount of the city's expenditure on the contract is fifty thousand dollars (\$50,000) or less. The director of finance is authorized to award and sign contracts on behalf of the city when the total amount of the city's expenditure on the contract is twenty-five thousand dollars (\$25,000) or less. Contracts greater than fifty thousand dollars (\$50,000) require city council approval. See Section 2.36.115 for additional city manager authority applicable to cumulative information technology contracts and contract amendments.

(b) The city council is authorized to award any city contract. Any contract awarded by the city council shall be attested to by the city clerk and signed by the mayor. In the absence or unavailability of the mayor, the mayor pro tempore may sign contracts awarded by the city council.

(c) The city council may authorize by minute order, resolution, or ordinance, any person to award, sign, or both, any contract on behalf of the city.

(d) Any contract that is not awarded and signed in compliance with this section is void.

2.36.115 Information technology purchases—Cumulative contracts and contract amendments.

(a) Cumulative contract authority. Notwithstanding Section 2.36.110(a), the city manager is authorized to award and sign contracts for information technology vendors for software, hardware, and professional services when, due to multiple purchases from the same vendor, the cumulative amount of contracts with that vendor exceeds fifty thousand dollars (\$50,000), provided that each individual contract is fifty thousand dollars (\$50,000) or less.

(b) Council authorization retained above threshold. All original contracts for information technology for software, hardware, and professional services that individually exceed fifty thousand dollars (\$50,000) still require city council authorization.

(c) Contract amendments. The city manager is authorized to award and sign contract amendments for information technology for software, hardware, and professional services that increase the contract compensation by fifty thousand dollars (\$50,000) or less, or by twenty percent of the original contract amount, whichever is greater. Any contract amendment exceeding these amounts requires city council authorization.

(d) Quarterly reporting. The information technology director shall provide a quarterly purchase report to the city council for the contracts and purchases authorized under this section.

(e) No other change in authority. Except as provided in this section, the city manager's authority to award and sign contracts under Section 2.36.110 remains unchanged.

2.36.120 Grants.

Notwithstanding the provisions of this chapter, federal or state law and any special conditions pertaining to grants shall also be met when purchasing or contracting pursuant to such grants.

2.36.130 Environmentally conscious purchases.

The city shall endeavor to create specifications and make purchases that are environmentally friendly to the extent practicable and consistent with the common good, taking into account the city's budget and other factors.

2.36.140 Local preference.

(a) There is hereby established a local preference for purchases of goods and services of five percent. Such preference shall be applied to a bid or proposal for such goods and services as follows:

- (1) The bidder asserting the local preference produces proof of a Fountain Valley business license that has been in existence for at least six months;
- (2) The bidder who is selling goods produces a resale license listing a Fountain Valley address;
- (3) The bidder shall have a physical address and place of business in the city of Fountain Valley.

(b) The local preference shall not apply to the following:

- (1) Contracts funded in whole or in part from donations and gifts to the city to the extent the provisions would conflict with any special conditions attached to the gifts or donations, provided the gift and the special conditions have been approved and accepted pursuant to the donations policy of the city.
- (2) Contracts resulting from emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the City Manager or his/her designee the operational effectiveness or a significant city function would be seriously threatened if the contract were not entered into expeditiously.
- (3) Contracts with any single or sole source supplier for supplies, material, equipment or other personal property.
- (4) Contracts funded by the federal government. Local preferences shall not be used in the evaluation of bids or proposals unless State/Federal statutes expressly mandate or encourage geographic preference.

2.36.150 Federally funded procurements.

(a) Applicability. Notwithstanding any other provision of this chapter, procurements funded in whole or in part by federal financial assistance shall comply with the federal procurement standards set forth in 2 CFR Part 200, Subpart D (§§ 200.317–200.327), as amended, in addition to the requirements of this chapter. Where a conflict exists between this chapter and the federal procurement standards, the more restrictive standard shall control unless doing so would conflict with applicable federal law or the terms of the federal award.

(b) Conflict of interest. No city officer, employee, or agent shall participate in the selection, award, or administration of a contract supported by federal award funds if a real or apparent conflict of interest exists, consistent with 2 CFR § 200.318(c). Such individuals shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except as permitted under 2 CFR § 200.318(c)(2). This requirement is in addition to, and does not supersede, the City's conflict of interest code adopted under the Political Reform Act.

(c) Suspension and debarment. Before entering into a contract supported by federal award funds, the purchasing officer shall verify that the prospective contractor is not suspended, debarred, or otherwise excluded from participation in federal programs, consistent with 2 CFR Part 180 and 2 CFR § 200.214.

(d) Consideration for small and minority businesses. Consistent with 2 CFR § 200.321, the city shall take steps to ensure that small businesses, minority-owned businesses, women's business enterprises, and labor surplus area firms are considered when possible.

(e) Documentation. The city shall maintain records sufficient to detail the history of each federally funded procurement, consistent with 2 CFR § 200.318(i), including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

CHAPTER 2.38 PUBLIC PROJECTS—UNIFORM COST ACCOUNTING AND ALTERNATE PROCEDURES ADOPTED

2.38.010 Public projects—Uniform Cost Accounting adopted.

State law governs public works bidding for construction projects. Public Contract Code Section 20160 et seq., generally provide for the procedure for competitive bids. Pursuant to Public Contract Code Section 22000 et seq., the city has adopted the uniform cost accounting procedure and the alternate procedure for bidding public works projects. This chapter governs all public works contracts of the city, whether or not a given contract meets the definition of a “public project” under Public Contract Code Section 22002; for public works contracts that are not “public projects” as so defined, the thresholds and procedures in this chapter shall apply by analogy unless a specific state law provision requires otherwise. Pursuant to those procedures, the following may apply:

(a) Public projects of seventy-five thousand dollars (\$75,000) or less may be performed by the employees of the city by force account, negotiated contract or purchase order.

(b) Public projects of two hundred twenty thousand dollars (\$220,000) or less may be let by contract by informal procedures as set forth in state law.

(c) Public projects of more than two hundred twenty thousand dollars (\$220,000) shall be let by contract using formal bidding procedures as provided in Section 2.38.040 of this code.

(d) The city council does hereby delegate the authority to award and execute contracts to the city manager for public projects of fifty thousand dollars (\$50,000) or less.

2.38.020 Informal procedures.

The following procedures shall govern informal bidding as described in subsection (b) of Section 2.38.010 of this chapter:

(a) The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the California Uniform Construction Cost Accounting Commission, hereinafter referred to as “Commission.”

(b) All contractors on the list for the category of work being bid and all construction trade journals specified by the Commission in accordance with the Public Contract Code Section 22036 shall be mailed a notice inviting informal bids unless the product or service is proprietary.

(c) If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice shall be sent only to the construction trade journals specified by the Commission.

- (d) If the product or service can be obtained only from a certain contractor, the notice inviting bids can be sent exclusively to that contractor.
- (e) All mailing of notices to contractors and construction trade journals pursuant to subsection (b) shall be completed not less than ten calendar days before bids are due.
- (f) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (g) If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the city council may, by adoption of a resolution by a four-fifths vote, award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

2.38.030 Emergencies; emergency exception to competitive bidding.

- (a) Council Authority. In cases of emergency when repair or replacements are necessary, the city council may, by a four-fifths vote, proceed at once to replace or repair any public facility without adopting plans, specifications, or working details or giving notice for bids to let contracts. The work shall be done by day labor under the direction of the city council, by contractor, or by a combination of the two.
- (b) Delegated Authority. In an emergency, the procedures of Public Contract Code Sections 20168 and 22050, or any successor statute, shall apply. The City Manager is authorized to order emergency work pursuant to Public Contract Code Section 22050 and if such action is ordered, the City Manager shall report to the council at successive regular meetings stating the justification for continuing with the emergency work. In the absence or inability of the City Manager to so act, the Director of Public Works shall be authorized to exercise these powers.

2.38.040 Formal bidding procedures.

Public works contracts requiring formal bidding under this chapter require formal, competitive sealed bidding pursuant to state law, including the following procedures:

- (a) Public Notice. Public notice of the request for bids shall be published in accordance with Public Contract Code Section 22037.
- (b) Bid Opening. Sealed bids shall be opened by the city clerk or designee publicly in the presence of at least one witness at the time and place designated in the request for bids.
- (c) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction. The city retains the right to waive minor irregularities in the bid, but will reject nonresponsive bids in accordance with law.
- (d) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, if the public interest will not be served by re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.
- (e) Rejection of Bids. In its sole discretion the city may reject any and all bids presented and re-advertise for bids, consistent with Section 2.38.050.
- (f) Award. The contract shall be awarded to the lowest responsible and responsive bidder.
- (g) Storage of Sealed Bids. All opened bid materials, after the award, are to be retained for the time prescribed by the records management program.

2.38.050 Rejection of bids.

The procedure for rejecting bids shall be as described in Public Contract Code Section 22038.

2.38.060 Adoption of plans, specifications and working details.

The city council shall adopt plans, specifications and working details for all projects exceeding the amounts provided in Section 2.38.010(c) and any persons shall have the right to inspect the same. The approval of the contract by the city council shall constitute approval of the plans, specifications and working details incorporated in that contract.

2.38.070 Bidder's security.

All public works bids under this chapter shall be accompanied by security when deemed necessary by the city manager or the city manager's designated representative, as prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his or her bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

PASSED and ADOPTED by the City Council of the City of Fountain Valley at a regular City Council meeting held on this 1st day of September, 2026 by the following vote:

AYES:

NOES:

ABSENT:

Jim Cunneen, Mayor

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP

Colin Burns
Attorneys for the City

REDLINE DRAFT — PROPOSED AMENDMENTS TO FOUNTAIN VALLEY MUNICIPAL CODE CHAPTERS 2.36 AND 2.38

~~Struck-through red text~~ = proposed deletion. Underlined blue text = proposed insertion. Unmarked text is unchanged and shown for context. This exhibit covers Chapters 2.36 and 2.38 only; Chapter 2.30 and the ordinance's recitals/adopting clauses are unchanged and are not included.

Chapter 2.36 CONTRACTING PROCEDURES

2.36.010 Applicability.

This chapter shall apply to all city purchases, procurements, and contracts including those for supplies, services, equipment, ~~public works~~, and professional services. Public works contracts are governed exclusively by Chapter 2.38 of this code.

2.36.020 Purchases generally.

This section applies to all city purchases except public works contracts ~~over \$5,000 (five thousand dollars)~~, professional services contracts, and fixed charges. Purchases shall be made to the responsible vendor offering the lowest acceptable bid or through best value procedures that provide adequate and reasonable competition at the sole discretion of the city. Quotations and bids shall be obtained using the following methods.

- (a) Micro-Purchases: Purchases aggregating ~~\$3,500 (three thousand five hundred dollars)~~ ten thousand dollars (\$10,000) or less may be awarded without soliciting competitive quotations.
- (b) ~~Small Purchases~~Simplified Acquisitions: Purchases aggregating over ~~\$3,500 (three thousand five hundred dollars) to \$50,000 (fifty thousand dollars)~~ ten thousand dollars (\$10,000) to one hundred thousand dollars (\$100,000) shall be obtained using informal quotations from at least ~~2~~ three (3) qualified vendors.
- (c) Formal Procurements (Over ~~\$50,000 (fifty thousand dollars)~~ one hundred thousand dollars (\$100,000)):
 - (1) Service contracts aggregating over ~~\$50,000 (fifty thousand dollars)~~ one hundred thousand dollars (\$100,000) shall be selected using a request for proposal, request for qualifications, or a request for bid process, as determined by the purchasing officer to serve the city's greater benefit, based on each contract or procurement.
 - (2) Other purchases aggregating over ~~\$50,000 (fifty thousand dollars)~~ one hundred thousand dollars (\$100,000) shall be awarded to the lowest responsive and responsible bidder through competitive bid procedures unless the purchasing officer determines that the public interest would be served by using a modified procedure.
 - (3) The city reserves the right in its sole discretion to reject any and all bids presented and to re-advertise for bids.

2.36.030 ~~Public works contracts over \$5,000 (five thousand dollars).~~ [Reserved.]

~~Unless the provisions of Chapter 2.38 apply, any award of a public works contract over \$5,000 (five thousand dollars) shall be made in accordance with this section. The procedures used shall ensure that the city obtains adequate and reasonable competition.~~

~~(a) Formal Bidding. Public works contracts require formal, competitive sealed bidding pursuant to state law.~~

~~(1) Public Notice. Public notice of the request for bids shall be published.~~

~~(2) Bid Opening. Sealed bids shall be opened by the city clerk or designee publicly in the presence of at least one witness at the time and place designated in the request for bids.~~

~~(3) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction. The city retains the right to waive minor irregularities in the bid, but will reject nonresponsive bids in accordance with law.~~

~~(4) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, if the public interest will not be served by re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.~~

~~(5) Rejection of Bids. In its sole discretion the city may reject any and all bids presented and re-advertise for bids.~~

~~(6) Award. The contract shall be awarded to the lowest responsible and responsive bidder.~~

~~(7) Storage of Sealed Bids. All opened bid materials, after the award, are to be retained for the time prescribed by the records management program.~~

~~(b) Emergency Exception to Competitive Bidding. In an emergency, the procedures of Public Contract Code Sections 20168 and 22050, or any successor statute, shall apply. The city manager is authorized to order emergency work pursuant to Public Contract Code Section 22050 and if such action is ordered, the city manager shall report to the council at successive regular meetings stating the justification for continuing with the emergency work. In the absence or inability of the city manager to so act, the director of public works shall be authorized to exercise these powers.~~

2.36.040 Professional services contracts.

This section applies to the procurement of professional services. Professional services includes any type of special service or advice in financial, economic, accounting, engineering, legal or administrative matters by persons specially trained and experienced and competent to perform the special services required (Gov't Code § 53060). Such services include, but are not limited to, architectural; engineering; environmental; financial; land surveying; construction management; audits; training services; legal services; preparation of planning or studies; technology application development; and personnel, job classification and benefit studies.

(a) Contracts aggregating ~~\$50,000 (fifty thousand dollars)~~ one hundred thousand dollars (\$100,000) or less can be obtained by negotiated contract and/or by purchase order.

(b) Contracts aggregating greater than ~~\$50,000 (fifty thousand dollars)~~ one hundred thousand dollars (\$100,000) shall be obtained by request for proposal (RFP) or request for qualification (RFQ).

(c) Professional services contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Professional services are generally retained considering technical factors (such as qualifications and experience), price and other factors such as the ability to meet the City's time schedule(s) for the project.

2.36.045 Fixed Charges.

Fixed charges are goods or services that can be acquired from only one source for which a fixed charge has been determined. Fixed charge contracts can be obtained without bid, request for proposal, or request for qualifications. A purchase order is not required for these types of purchases.

2.36.050 Bidder's security.

When deemed necessary by the city manager or the city manager's designated representative, bidder's security may be prescribed in the notice inviting bids. ~~All public works bids shall be accompanied by security.~~ Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his or her bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

2.36.060 Performance bonds.

The city shall have authority to require a performance bond of the successful bidder before entering into a contract pursuant to an award in such an amount as it shall find reasonably necessary to protect the best interests of the city. If the city requires a performance bond, the form shall be approved by the city attorney. The amount and form, whenever possible, shall be set forth in the notice inviting bids.

2.36.070 Bid exceptions.

(a) Bidding may be dispensed with when one or more of the following apply:

- (1) An emergency requires that an order be placed with the nearest source of supply;
 - (2) When the commodity or service can be obtained from only one vendor;
 - (3) When used equipment can be acquired which meets the needs of the city and costs less;
 - (4) When participating in cooperative contracts with another government agency;
 - (5) When “piggybacking” off the pricing that was previously established by another government agency; provided the original solicitation was made in a competitive manner and awarded to the lowest responsible bidder.
 - (6) When the public interest otherwise requires that bidding be dispensed with provided the city council approves the purchase by majority vote and, as part of its approval, indicates the reasons bidding was dispensed with; or the city manager, director of finance, or purchasing officer makes similar findings for contracts with a value of ~~fifty thousand dollars~~ one hundred thousand dollars (\$100,000) or less;
 - (7) Where ~~two~~ three (3) bids cannot be obtained.
- (b) In no event shall bidding be dispensed with when required by federal or state law.

2.36.075 Cooperative and intergovernmental purchasing.

(a) Authorization. The purchasing officer is authorized to purchase supplies, services, and equipment through cooperative purchasing agreements, including but not limited to joint powers authorities and purchasing schedules or contracts established by the California Multiple Award Schedules (CMAS), the U.S. General Services Administration (GSA), NASPO ValuePoint, Sourcewell, U.S. Communities/OMNIA Partners, or other public agency cooperative purchasing programs, without further competitive bidding by the city, provided the requirements of this section are met.

(b) Conditions. A purchase under this section may be made only if:

- (1) The original solicitation by the sponsoring public agency was conducted in a competitive manner reasonably equivalent to the procedures of this chapter;
- (2) The contract was awarded by the sponsoring public agency to the lowest responsible bidder, or through a best-value or qualifications-based process consistent with this chapter; and
- (3) The cooperative agreement or contract, by its terms, permits use by other public agencies.

(c) Approval thresholds. Purchases made under this section remain subject to the dollar-value approval and award authority requirements of Sections 2.36.020(c) and 2.36.110 of this chapter, based on the aggregate amount of the purchase, notwithstanding that competitive bidding by the city itself is not required.

(d) Documentation. The purchasing officer shall retain documentation sufficient to demonstrate that the originating solicitation and contract satisfy subsection (b), including a copy of the originating agency's solicitation, award, and contract or schedule pricing, for the same retention period as other procurement records under this chapter.

(e) Scope. This section applies to purchases of supplies, services, and equipment under this chapter. Cooperative or piggyback purchasing for public works contracts is governed exclusively by Chapter 2.38 of this code.

2.36.080 Purchase orders.

All purchases over ~~three thousand five hundred dollars~~ ten thousand dollars (\$10,000) shall be made by purchase order or written contract except for purchases involving “fixed charges”.

2.36.090 Splitting purchases.

Purchases shall not be divided so as to avoid compliance with any provision of this chapter.

2.36.100 Review of city contracts as to form.

All city contracts shall be reviewed as to form by the city attorney or city's special legal counsel.

2.36.110 Award and execution of contracts.

- (a) The city manager is authorized to award and sign contracts on behalf of the city when the total amount of the city's expenditure on the contract is fifty thousand dollars (\$50,000) or less. The director of finance is authorized to award and sign contracts on behalf of the city when the total amount of the city's expenditure on the contract is twenty-five thousand dollars (\$25,000) or less. Contracts greater than fifty thousand dollars (\$50,000) require city council approval. [See Section 2.36.115 for additional city manager authority applicable to cumulative information technology contracts and contract amendments.](#)
- (b) The city council is authorized to award any city contract. Any contract awarded by the city council shall be attested to by the city clerk and signed by the mayor. In the absence or unavailability of the mayor, the mayor pro tempore may sign contracts awarded by the city council.
- (c) The city council may authorize by minute order, resolution, or ordinance, any person to award, sign, or both, any contract on behalf of the city.
- (d) Any contract that is not awarded and signed in compliance with this section is void.

2.36.115 [Information technology purchases—Cumulative contracts and contract amendments.](#)

- [\(a\) Cumulative contract authority. Notwithstanding Section 2.36.110\(a\), the city manager is authorized to award and sign contracts for information technology vendors for software, hardware, and professional services when, due to multiple purchases from the same vendor, the cumulative amount of contracts with that vendor exceeds fifty thousand dollars \(\\$50,000\), provided that each individual contract is fifty thousand dollars \(\\$50,000\) or less.](#)
- [\(b\) Council authorization retained above threshold. All original contracts for information technology for software, hardware, and professional services that individually exceed fifty thousand dollars \(\\$50,000\) still require city council authorization.](#)
- [\(c\) Contract amendments. The city manager is authorized to award and sign contract amendments for information technology for software, hardware, and professional services that increase the contract compensation by fifty thousand dollars \(\\$50,000\) or less, or by twenty percent of the original contract amount, whichever is greater. Any contract amendment exceeding these amounts requires city council authorization.](#)
- [\(d\) Quarterly reporting. The information technology director shall provide a quarterly purchase report to the city council for the contracts and purchases authorized under this section.](#)
- [\(e\) No other change in authority. Except as provided in this section, the city manager's authority to award and sign contracts under Section 2.36.110 remains unchanged.](#)

2.36.120 Grants.

Notwithstanding the provisions of this chapter, federal or state law and any special conditions pertaining to grants shall also be met when purchasing or contracting pursuant to such grants.

2.36.130 Environmentally conscious purchases.

The city shall endeavor to create specifications and make purchases that are environmentally friendly to the extent practicable and consistent with the common good, taking into account the city's budget and other factors.

2.36.140 Local preference.

- (a) There is hereby established a local preference for purchases of goods and services of five percent. Such preference shall be applied to a bid or proposal for such goods and services as follows:
 - (1) The bidder asserting the local preference produces proof of a Fountain Valley business license that has been in existence for at least six months;
 - (2) The bidder who is selling goods produces a resale license listing a Fountain Valley address;
 - (3) The bidder shall have a physical address and place of business in the city of Fountain Valley.

(b) The local preference shall not apply to the following:

(1) Contracts funded in whole or in part from donations and gifts to the city to the extent the provisions would conflict with any special conditions attached to the gifts or donations, provided the gift and the special conditions have been approved and accepted pursuant to the donations policy of the city.

(2) Contracts resulting from emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the City Manager or his/her designee the operational effectiveness or a significant city function would be seriously threatened if the contract were not entered into expeditiously.

(3) Contracts with any single or sole source supplier for supplies, material, equipment or other personal property.

(4) Contracts funded by the federal government. Local preferences shall not be used in the evaluation of bids or proposals unless State/Federal statutes expressly mandate or encourage geographic preference.

~~(5) Public works contracts.~~

2.36.150 Federally funded procurements.

(a) Applicability. Notwithstanding any other provision of this chapter, procurements funded in whole or in part by federal financial assistance shall comply with the federal procurement standards set forth in 2 CFR Part 200, Subpart D (§§ 200.317–200.327), as amended, in addition to the requirements of this chapter. Where a conflict exists between this chapter and the federal procurement standards, the more restrictive standard shall control unless doing so would conflict with applicable federal law or the terms of the federal award.

(b) Conflict of interest. No city officer, employee, or agent shall participate in the selection, award, or administration of a contract supported by federal award funds if a real or apparent conflict of interest exists, consistent with 2 CFR § 200.318(c). Such individuals shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except as permitted under 2 CFR § 200.318(c)(2). This requirement is in addition to, and does not supersede, the City's conflict of interest code adopted under the Political Reform Act.

(c) Suspension and debarment. Before entering into a contract supported by federal award funds, the purchasing officer shall verify that the prospective contractor is not suspended, debarred, or otherwise excluded from participation in federal programs, consistent with 2 CFR Part 180 and 2 CFR § 200.214.

(d) Consideration for small and minority businesses. Consistent with 2 CFR § 200.321, the city shall take steps to ensure that small businesses, minority-owned businesses, women's business enterprises, and labor surplus area firms are considered when possible.

(e) Documentation. The city shall maintain records sufficient to detail the history of each federally funded procurement, consistent with 2 CFR § 200.318(i), including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Chapter 2.38 PUBLIC PROJECTS—UNIFORM COST ACCOUNTING AND ALTERNATE PROCEDURES ADOPTED

2.38.010 Public projects—Uniform Cost Accounting adopted.

State law governs public works bidding for construction projects. Public Contract Code Section 20160 et seq., generally provide for the procedure for competitive bids. Pursuant to Public Contract Code Section 22000 et seq., the city has adopted the uniform cost accounting procedure and the alternate procedure for bidding public works projects. This chapter governs all public works contracts of the city, whether or not a given contract meets the definition of a “public project” under Public Contract Code Section 22002; for public works contracts that are not “public projects” as so defined, the thresholds and procedures in this chapter shall apply by analogy unless a specific state law provision requires otherwise. Pursuant to those procedures, the following may apply:

(a) Public projects of ~~\$45,000 (forty-five thousand dollars)~~ seventy-five thousand dollars (\$75,000) or less may be performed by the employees of the city by force account, negotiated contract or purchase order.

(b) Public projects of ~~\$175,000 (one hundred seventy-five thousand dollars)~~ two hundred twenty thousand dollars (\$220,000) or less may be let by contract by informal procedures as set forth in state law.

(c) Public projects of more than ~~\$175,000 (one hundred seventy-five thousand dollars)~~ two hundred twenty thousand dollars (\$220,000) shall be let by contract using formal bidding procedures as provided in Section ~~2.36.030~~ 2.38.040 of this code.

(d) The city council does hereby delegate the authority to award and execute contracts to the city manager for public projects of fifty thousand dollars (\$50,000) or less.

2.38.020 Informal procedures.

The following procedures shall govern informal bidding as described in subsection (b) of Section 2.38.010 of this chapter:

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

(b) All contractors on the list for the category of work being bid and all construction trade journals specified by the Commission in accordance with the Public Contract Code Section 22036 shall be mailed a notice inviting informal bids unless the product or service is proprietary.

(c) If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice shall be sent only to the construction trade journals specified by the Commission.

(d) If the product or service can be obtained only from a certain contractor, the notice inviting bids can be sent exclusively to that contractor.

(e) All mailing of notices to contractors and construction trade journals pursuant to subsection (b) shall be completed not less than ten calendar days before bids are due.

(f) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(g) If all bids received are in excess of ~~\$175,000 (one hundred seventy-five thousand dollars)~~ two hundred twenty thousand dollars (\$220,000), the city council may, by adoption of a resolution by a four-fifths vote, award the contract at ~~\$175,500 (one hundred seventy-five thousand five hundred dollars)~~ two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

2.38.030 Emergencies; emergency exception to competitive bidding.

(a) Council Authority. In cases of emergency when repair or replacements are necessary, the city council may, by a four-fifths vote, proceed at once to replace or repair any public facility without adopting plans, specifications, or working details or giving notice for bids to let contracts. The work shall be done by day labor under the direction of the city council, by contractor, or by a combination of the two.

(b) Delegated Authority. In an emergency, the procedures of Public Contract Code Sections 20168 and 22050, or any successor statute, shall apply. The City Manager is authorized to order emergency work pursuant to Public Contract Code Section 22050 and if such action is ordered, the City Manager shall report to the council at successive regular meetings stating the justification for continuing with the emergency work. In the absence or inability of the City Manager to so act, the Director of Public Works shall be authorized to exercise these powers.

2.38.040 ~~Notices for formal bidding.~~ Formal bidding procedures.

~~The noticing for formal bidding shall be in accordance with Public Contract Code Section 22037 and Section 2.36.030 of this code.~~

Public works contracts requiring formal bidding under this chapter require formal, competitive sealed bidding pursuant to state law, including the following procedures:

(a) Public Notice. Public notice of the request for bids shall be published in accordance with Public Contract Code Section 22037.

(b) Bid Opening. Sealed bids shall be opened by the city clerk or designee publicly in the presence of at least one witness at the time and place designated in the request for bids.

(c) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction. The city retains the right to waive minor irregularities in the bid, but will reject nonresponsive bids in accordance with law.

(d) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, if the public interest will not be served by re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders.

(e) Rejection of Bids. In its sole discretion the city may reject any and all bids presented and re-advertise for bids, consistent with Section 2.38.050.

(f) Award. The contract shall be awarded to the lowest responsible and responsive bidder.

(g) Storage of Sealed Bids. All opened bid materials, after the award, are to be retained for the time prescribed by the records management program.

2.38.050 Rejection of bids.

The procedure for rejecting bids shall be as described in Public Contract Code Section 22038.

2.38.060 Adoption of plans, specifications and working details.

The city council shall adopt plans, specifications and working details for all projects exceeding the amounts provided in Section 2.38.010(c) and any persons shall have the right to inspect the same. The approval of the contract by the city council shall constitute approval of the plans, specifications and working details incorporated in that contract.

2.38.070 Bidder's security.

All public works bids under this chapter shall be accompanied by security when deemed necessary by the city manager or the city manager's designated representative, as prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit his or her bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure to execute the contract, award it to the next lowest responsible, responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

SUMMARY OF RECOMMENDED CHANGES TO THE CITY'S PURCHASING POLICIES

2026 Update — Fountain Valley Municipal Code Chapters 2.36 and 2.38

Current Policy	Recommended Policy
Supplies, Materials, Equipment and Non-Professional Services, Excluding Public Works Projects	
- Purchases below \$3,500 can be procured without soliciting competitive quotations - Purchase Order required on purchases over \$3,500 - Two (2) informal quotes required for purchases between \$3,500 and \$50,000 - Formal contract procedures for purchases greater than \$50,000, with at least two (2) quotes; invitation for bids publicly advertised	- Purchases below \$10,000 can be procured without soliciting competitive quotations - Purchase Order required on purchases over \$10,000 Three (3) informal quotes required for “Simplified Acquisitions” between \$10,000 and \$100,000 - Formal procurement procedures (RFP or competitive bid) for purchases of \$100,000 or greater
Professional Services	
- Contracts of \$50,000 or less can be procured by negotiated contract or purchase order without competitive bidding - Contracts greater than \$50,000 must be obtained by RFP or RFQ	- Contracts of \$100,000 or less can be procured by negotiated contract or purchase order without competitive bidding - Contracts greater than \$100,000 must be obtained by RFP or RFQ - Threshold realigned to match the new Simplified Acquisitions threshold above
Public Works / Public Projects (Uniform Cost Accounting Act)	
- Public works rules are split across two chapters: Chapter 2.36 sets a \$5,000 general formal-bidding trigger, while Chapter 2.38 (CUPCCAA) sets separate, higher thresholds for “public projects” — creating two overlapping sets of public works rules - CUPCCAA force account / negotiated contract / purchase order limit: \$45,000 - CUPCCAA informal bidding limit: \$175,000 - Council over-threshold award option (if all informal bids exceed the limit): \$175,500	- All public works procurement is consolidated exclusively into Chapter 2.38; Chapter 2.36 no longer applies to public works contracts (former Section 2.36.030 is reserved) - CUPCCAA force account / negotiated contract / purchase order limit raised to \$75,000 (per Assembly Bill 2192, eff. 1/1/2025) - CUPCCAA informal bidding limit raised to \$220,000 (per Assembly Bill 2192, eff. 1/1/2025) - Council over-threshold award option raised to \$235,000 (per Assembly Bill 2192, eff. 1/1/2025) - New Section 2.38.040 consolidates formal-bidding procedures and new Section 2.38.070 addresses public works bidder's security, both formerly split across chapters
Bid Exceptions	
Emergencies, fixed charges, used equipment, cooperative contracts, public interest exceptions, and when two (2) bids cannot be obtained	- Same exceptions retained - Included new threshold when three (3) bids cannot be obtained

Current Policy	Recommended Policy
Cooperative / “piggyback” purchasing included as a one-line bid exception	Cooperative / “piggyback” purchasing expanded from a one-line bid exception into a new standalone Section 2.36.075 establishing affirmative purchasing authority, required conditions, applicable approval thresholds, and documentation requirements
Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Areas as required by Federal Uniform Guidance (2 CFR § 200.321)	
The current policies do not address procurement standards specific to federally funded contracts, including conflict of interest, suspension/debarment screening, or small and minority business outreach	New Section 2.36.150 codifies federal Uniform Guidance procurement standards for federally funded procurements, including: applicability of 2 CFR Part 200, Subpart D; conflict of interest restrictions; suspension and debarment verification; consideration of small businesses, minority-owned businesses, women’s business enterprises, and labor surplus area firms; and recordkeeping requirements
City Manager Contract Authority	
- The City Manager's general contract authority is \$50,000; the Director of Finance's authority is \$25,000 - Resolution No. 9900 (adopted September 19, 2023) separately authorizes the City Manager to approve cumulative information technology purchases and contract amendments outside the municipal code	- No change proposed to the \$50,000 / \$25,000 general authority levels (flagged for Council's discretion given the higher thresholds elsewhere in this update) - New Section 2.36.115 codifies Resolution No. 9900 directly into the municipal code: City Manager may award/sign information technology vendor contracts where cumulative multi-contract spend with one vendor exceeds \$50,000 (provided each individual contract remains \$50,000 or less); may approve IT contract amendments up to \$50,000 or 20% of the original contract, whichever is greater; with quarterly IT purchase reporting to Council

RESOLUTION NO. 9900

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY AUTHORIZING THE CITY MANAGER TO APPROVE INFORMATION TECHNOLOGY SOFTWARE, HARDWARE, AND PROFESSIONAL SERVICE PURCHASES FOR VENDORS WITH MULTIPLE CONTRACTS THAT CUMULATIVELY EXCEED FIFTY THOUSAND DOLLARS AND TO ISSUE CHANGE ORDERS OF UP TO \$50,000 OR 20-PERCENT OF THE ORIGINAL CONTRACT AMOUNT, WHICHEVER IS GREATER

WHEREAS, Fountain Valley Municipal Code ("F.V.M.C.") section 2.36.110, subdvs. (a), authorizes the City Manager to award and sign contracts on behalf of the City of Fountain Valley when the total amount of the City's expenditure on the contract is \$50,000 or less;

WHEREAS, the City frequently enters into multiple contracts with the same Information Technology vendor for software, hardware, and professional services where each individual contract is less than \$50,000, however, the cumulative amount of the contracts with the same vendor exceeds \$50,000;

WHEREAS, while the City Manager is authorized to award and sign contracts of \$50,000 or less, pursuant to F.V.M.C. 2.36.110, subdvs. (c), the City Council desires to specifically clarify / authorize the City Manager to award and sign contracts with the same Information Technology vendor for software, hardware, and professional services when each contract is \$50,000 or less but, due to multiple purchases from the same vendor, the cumulative amount of the contracts exceeds \$50,000; and

WHEREAS, the City Council also desires to authorize the City Manager to award and sign amendments to contracts for Information Technology vendors for software, hardware, and professional services where the amendment is \$50,000 or less or does not exceed 20-percent of the original contract amount, whichever is greater.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve as follows:

1. The City Manager is authorized to award and sign contracts for Information Technology vendors for software, hardware, and professional services when, due to multiple purchases from the same vendor, the cumulative amount of the contracts with one vendor exceeds \$50,000.
2. The IT Director will provide a quarterly purchase report to the City Council for the contracts and purchases authorized by this resolution.
3. All original contracts for Information Technology vendors for software, hardware, and professional services that exceed \$50,000 still need City Council authorization.

4. The City Manager is also authorized to award and sign contract amendments for Information Technology vendors for software, hardware, and professional services that increase the contract compensation by \$50,000 or less, or twenty percent of the original contract amount, whichever is higher. Any contract amendment above these amounts will need City Council authorization.

5. Other than the exceptions provided herein, the City Manager's authority to award and sign contracts remains unchanged.

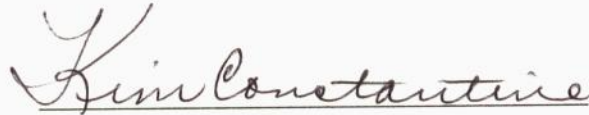
PASSED, APPROVED AND ADOPTED this 19th day of September, 2023, by the following vote:

Ayes:	Bui, Cunneen, Harper, Grandis, Constantine
Nays:	None
Absent:	None
Abstain:	None

ATTEST:



Rick Miller, City Clerk



Kim Constantine, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP



Attorneys for the City

NOTICE OF PUBLIC HEARING BEFORE THE FOUNTAIN VALLEY CITY COUNCIL

NOTICE IS HEREBY GIVEN that on Tuesday, September 1, 2026, at 6:00pm in the City Council Chambers at City Hall, 10200 Slater Avenue, Fountain Valley, California, the Fountain Valley City Council will conduct a Public Hearing on the following item:

1. AN ORDINANCE REVISING FOUNTAIN VALLEY MUNICIPAL CODE CHAPTERS 2.36 AND 2.38 (PURCHASING POLICIES AND PROCEDURES) AND REPEALING RESOLUTION NO. 9900

The Fountain Valley City Council is scheduled to conduct a public hearing to consider introduction of an ordinance revising Chapters 2.36 and 2.38 of the Municipal Code, which set forth the City's Purchasing Policies and Procedures. The proposed ordinance would incorporate updated federal Uniform Guidance (2 CFR Part 200) and California Uniform Public Construction Cost Accounting Act thresholds, consolidate public works procurement provisions into Chapter 2.38, add provisions addressing cooperative purchasing and federally required procurement standards, and codify the information technology purchasing authority currently set forth in Resolution No. 9900, which is proposed to be repealed concurrently with adoption of the ordinance. The proposed ordinance, a summary of the recommended changes, and a redlined version of the Municipal Code showing the proposed amendments are available for review at the City of Fountain Valley.

All interested persons are invited to attend the above public hearing and be heard at the time and place specified above. Please call the City Clerk at 714-593-4445 for more information.